ZA-MADagt04

Export marketing agency agreement: sale of goods; agent carries stock

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Schedule 1 Marketing plans and reports

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This agreement is dated: [date]

The principal is: [principal's name] ("the Principal")

The principal's address is: [principal's address]

The agent is: [agent's name] ("the Agent")

The agent's address is: [agent's address]

The contract terms are:

1. Definitions

These definitions apply unless the context [redacted]:

"Bank Account" means an account with [name] Bank in the Territory, in the name of [redacted].

"Confidential Information" means all information about the parties to this agreement, including any information which may give a commercially competitive advantage to any other person. It does not include information that it is reasonably necessary to disclose to a Customer or other person [redacted]. [redacted]:

information about staff and their personal contact information,

data or information relating to product plans, marketing strategies, finance, operations, customer relationships, customer profiles, sales estimates, business plans, and internal performance [redacted], [redacted], [redacted];

It includes information about the Intellectual Property and [redacted]-[redacted].

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“Control”	(including all derived terms), means, with respect to the relationship between two or more corporate bodies, the possession, directly or indirectly, of the power to direct the affairs or management of a corporate body, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise, including, without limitation, [redacted], [redacted], [redacted].
“Customer”	means a person who buys a Product having been introduced by the [redacted].
“Incoterm”	means latest version of pre-defined commercial rules of international trade published [redacted] 2020
"Intellectual Property"	means intellectual property owned by the Principal, of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs, copyrights, [redacted], [redacted], [redacted], [redacted]-[redacted], [redacted], [redacted]: patents, trade marks, unregistered marks, designs, copyrights, Know-how, creations and inventions, [redacted], [redacted], [redacted], [redacted].
“Know-how”	means scientific or technical information, and other procedures and ways of working and organising [redacted].
“Net Sales Receipts”	means the money receivable for sales of the

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	Product after deduction of any sales tax and other payment necessarily made to a governmental authority, packing and delivery costs and service provider costs charged by [redacted].
“Product”	means any goods or product which the Principal offers [redacted].
OR	
“Product”	means the products specified in [Schedule Number]
OR	
“Product”	means [describe the products offered]
“Territory”	means the [country/state/county].

2. Interpretation

In this agreement unless the context otherwise requires:

2.1. A reference to one gender shall include any or all genders and a reference to the singular may be interpreted [redacted].

2.2. A reference to a person includes a human individual, a corporate entity and any organisation [redacted].

2.3. In connection with any benefit given by this agreement, a reference to a party includes [redacted], [redacted].

2.4. A reference to a person includes reference to that person’s successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a [redacted], [redacted], [redacted]-[redacted].

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2.5. The headings to the paragraphs and schedules (if any) to this agreement are inserted [redacted].

2.6. Any agreement by any party not to do or omit to do something includes an obligation not to allow some [redacted];

2.7. A reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information, [redacted].

2.8. The words “without limitation” shall be deemed to follow any use of the words “[redacted]” [redacted] “[redacted]” [redacted].

2.9. A reference to an act or regulation includes new law of substantially the same [redacted].

2.10. In any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified [redacted], [[redacted] [000] [redacted]].

2.11. All money sums mentioned in this agreement are calculated net of any VAT or other sales tax [or withholding tax, even if the [redacted]] [redacted].

2.12. This agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or [redacted], [redacted].

3. Basis of agreement

3.1. This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties. Each party acknowledges that, in entering into this agreement, he [redacted], [redacted].

3.2. All conditions, warranties and other terms implied by the law of any country are hereby excluded [redacted].

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3.3. The Principal may assign or transfer the [redacted].

3.4. This agreement is personal to the Agent. The Agent may not delegate or sub-[redacted].

4. Appointment of Agent

4.1. The Principal hereby appoints the Agent as his exclusive agent in the Territory for the sale of the Product, and the Agent hereby agrees [redacted], [redacted].

OR

4.2. The Principal hereby appoints the Agent as his [exclusive / non-exclusive] world-wide sales agent for all present and future [redacted].

4.3. [The agency created by this agreement is not exclusive in that the Principal will supply Product to Customers who order direct without reference to the Agent [redacted].]

4.4. The Agent agrees that he will: look after the interests of the [redacted];

4.5. The Principal now authorises the Agent to act [redacted]:

4.5.1 hold and manage stock of the Product [redacted];

4.5.2 initiate and maintain marketing plans in [redacted];

4.5.3 identify prospective Customers for the Product;

4.5.4 negotiate sales contracts within the parameters set by the Principal and notified [redacted];

4.5.5 operate the Bank Account;

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4.5.6 collect in the proceeds of sales of Products from [redacted];

4.5.7 Account to revenue collecting authorities and [redacted].

4.5.8 monitor contract performance by the Principal and the customer, including acceptance of contract terms, delivery of [Products], payment, [redacted].

4.6. The Agent is solely responsible for obtaining all regulatory approvals and licences necessary for importation, marketing and sale of the Product within the Territory. He is also responsible for ongoing compliance with all laws and regulations in the Territory and undertakes to inform [redacted].

4.7. The Agent will describe himself as [Sales [redacted] / [redacted]].

4.8. The Agent will not be involved directly or indirectly in the sale or marketing [redacted].

4.9. The Agent will pay all expenses incurred by him in promoting and selling the Product, including, among others: [redacted], [redacted].

5. Ordering, delivery and stock management

5.1. By agreement with the Principal, the Agent will set levels for stocks of Products. Stock levels will be based [redacted] [[redacted]] [redacted].

5.2. Each month, and more often if necessary, [redacted].

5.3. The Principal shall endeavour to [redacted] [[redacted]] [redacted].

5.4. Products shall be sent to the Agent by [[redacted], [redacted], [redacted]] [redacted].

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5.5. The Agent will store all the Product at his [redacted].

5.6. The Agent must keep the Products insured to their full value against all usual risks [redacted].

5.7. The Principal and/or his authorised representative has the right [redacted].

5.8. [If payment is direct to Principal] The contract between the Principal and [redacted].

6. Prices and order acceptance

6.1. The Price of the Products shall be [redacted].

OR

6.2. The Principal will sell the [redacted] [[redacted]].

AND

6.3. Once agreed, the Price for the [redacted] [[redacted]] [redacted].

OR

6.4. The Principal may increase the Prices at any time upon giving [12] weeks [redacted].

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[redacted], [redacted].

6.5. The maximum amount of [redacted] [[redacted]] [redacted].

6.6. The Principal reserves the right to reject any order or to cancel any [redacted] [[redacted], [redacted], [redacted] .]

6.7. If it rejects an order, or cancels [redacted], [redacted].

6.8. Nothing said or done by the Principal is an acceptance of an order [redacted]. [redacted], [redacted].

OR

6.9. Nothing said or done by the Principal [redacted], [redacted].

7. The Bank Account

7.1. Compliance with all matters [redacted].

7.2. So far only as the law [redacted], [redacted];

7.3. So far as the law in the Territory allows, [redacted].

7.4. All money received by the [redacted];

7.5. Once in every month, or when the Principal [redacted], [redacted], [redacted].

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7.6. The Agent shall pay out of the [redacted].

7.7. The Agent may not in any circumstances, [redacted].

7.8. Until payment for Products has been collected by the Agent [redacted], [redacted].

7.9. The Agent shall engage in a cash collection procedure agreed with the [redacted], [redacted].

8. Agent's negative obligations

The Agent agrees [redacted]:

8.1. sell any other [redacted];

8.2. make or give any promise, warranty, [redacted];

8.3. be involved in any way in [redacted];

8.4. sell the Products outside the Territory or [redacted];

8.5. appoint any other person as an [redacted];

8.6. use any advertising [redacted];

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8.7. supply the Products to [redacted].

8.8. But the Agent shall not be liable [redacted].

9. Agent's positive obligations

The Agent agrees that [redacted]:

9.1. sell the Products only subject to the Principal's standard terms and conditions and the Agent shall, [redacted], [redacted];

9.2. sell the Products at [redacted];

9.3. co-operate with the [redacted];

9.4. immediately inform the [redacted];

9.5. attend the trade fairs [redacted] [[redacted]];

9.6. arrange for its employees to attend training and sales [redacted], [redacted];

9.7. provide an after sales service [redacted] [[redacted]];

9.8. use only advertising and promotional [redacted];

OR

9.9. spend not less than R [0000] [redacted];

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9.10. comply with all legal requirements [redacted].

10. Marketing plans and reports

The Agent will provide to the Principal:

10.1. monthly, a report in whatever form the Principal may [redacted], [redacted], [redacted], [redacted].

10.2. [six] monthly, an [redacted];

10.3. [six] monthly, a copy of [redacted], [redacted];

10.4. as often as may be appropriate, details of any [redacted], [redacted], [redacted], [redacted].

The Agent [redacted]:

10.5. maintain full and accurate records of:

10.5.1 stock in hand;

10.5.2 sales to [redacted];

10.5.3 the address to which each sale [redacted], [redacted].

10.6. copies, in the language in which they were generated, of all reports, data and correspondence with the regulatory authorities in [redacted], [redacted], [redacted]. [redacted], [redacted], [redacted].

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11. Commission payment procedure

Option One

(Use this [redacted])

11.1. The Principal will pay commission to the Agent on Net Sales [redacted] [[redacted]].

11.2. The rates of [redacted] [[redacted]].

11.3. The Agent undertakes to send to the Principal [redacted].

11.4. Within [24] hours of making [redacted], [redacted].

11.5. Before the 10th day of each month the Agent will send to [redacted] ([redacted]) [redacted].

11.6. The Principal shall immediately check whether he has received payment [redacted]. [redacted], [redacted].

11.7. Before the [10th] day of each month the [redacted].

OR

11.8. A list of invoices on which commission is [redacted], [redacted].

11.9. The Principal shall pay commission by [method] [redacted] [10th] [redacted].

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11.10. Commission payments shall [redacted]:

11.10.1 Goods returned or [redacted].

11.10.2 Any other reason resulting [redacted], [redacted].

11.11. Commission payments shall be subject to [redacted], [redacted].

11.12. If at any time the Agent has taken orders for Product which are not subsequently delivered to the Customer [redacted], [redacted].

11.13. The Agent will, at all times, maintain accurate books and records relating to [redacted], [redacted], [redacted].

11.14. In all questions of currency conversion, the conversion calculation shall be made [redacted]. [redacted]. [redacted], [redacted].

11.15. All sums payable under this agreement are exclusive of any value [redacted], [redacted], [redacted].

11.16. If either party fails to pay any money due to the other party [redacted], [redacted] [6] [redacted], [redacted].

Option Two

(Use this [redacted])

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11.17. The Principal will pay commission to the Agent on Net Sales [redacted] [redacted].

11.18. The rates of [redacted] [redacted].

11.19. The Principal shall bear the cost of currency conversion on payments made out of the Bank Account. [redacted].

11.20. If at any time the Agent has taken orders for Product which are not subsequently delivered to the Customer [redacted].

11.21. The Agent will, at all times, maintain accurate books and records relating to [redacted].

11.22. When the Principal sends an invoice [redacted].

11.23. Before the [10th] day of each month the [redacted].

OR

11.24. A list of invoices on which commission is [redacted].

11.25. The Principal shall pay commission by [method] [redacted] [10th] [redacted].

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11.26. Commission payments shall [redacted]:

11.26.1 Goods returned or [redacted].

11.26.2 Any other reason resulting [redacted], [redacted].

11.27. Commission payments shall be subject to [redacted], [redacted].

11.28. In all questions of currency conversion, the conversion calculation shall be made [redacted]. [redacted]. [redacted], [redacted].

11.29. All sums payable under this agreement are exclusive of any value [redacted], [redacted], [redacted].

11.30. Each party shall keep proper account to record each [redacted]. [redacted] 7 [redacted], [redacted].

11.31. If the Principal fails to pay any money due to the Agent [redacted], [redacted] [5] [redacted], [redacted].

12. Bringing the Product home

12.1. The Principal may at any time (and without giving a reason) require the Agent to return to it all or part of the stock of Products [redacted]. [redacted], [redacted]. [redacted] - [redacted].

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12.2. If the Agent fails to return Products within [14] [redacted], [redacted].

12.3. The Agent now irrevocably authorises the Principal to [redacted].

12.4. The Agent may at its [redacted].

13. Product not as ordered

13.1. The Principal will ensure that every Product:

13.1.1 complies with its description; and

13.1.2 is of [redacted].

13.2. Immediately upon taking delivery of any Products, the Agent shall [redacted], [redacted], [redacted].

13.3. If the Agent finds any defect in the quality or quantity of the Product, or a failure to comply with [redacted], [redacted]. [redacted] [7] [redacted], [redacted].

13.4. The Agent will immediately [redacted].

13.5. If the Agent claims that the Product [redacted] - [redacted], [redacted].

13.6. If the Principal agrees with the shortage or defect, he will top [redacted] / [redacted].

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14. Liability for defects

14.1. The Agent agrees to comply with the terms and [redacted] (“[redacted] & [redacted]”) [redacted].

14.2. The Agent will accept Products returned by Customers for any reason at his [redacted]. [redacted], [redacted].

14.3. Subject to the Customer T&[redacted], [redacted]:

14.3.1 the defect is reported [redacted] [12] [redacted];

14.3.2 the defect [redacted];

14.3.3 the Customer has returned the [redacted].

OR

14.4. In any case where it is clear to the [redacted], [redacted] [[redacted] / [redacted] / [redacted]]

14.5. As soon as the Products are received by [redacted], [redacted].

OR

14.6. If the Principal agrees that he is liable, he [redacted].

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15. Management of stock in Agent's hands

15.1. The Principal remains at all times and in all [redacted], [redacted].

15.2. The Principal and [redacted] [[redacted]]:

15.2.1 which Products will be marketed by the Agent;

15.2.2 what quantity of each Product [redacted];

15.2.3 what minimum space [redacted].

15.3. It is the responsibility of the Principal [redacted].

15.4. So far as the [redacted], [redacted]:

15.4.1 insure it against usual risks in its full [redacted], [redacted], [redacted];

15.4.2 store, manage and care for [redacted], [redacted], [redacted];

15.4.3 not modify a Product in any way;

15.4.4 [redacted];

15.4.5 [redacted].

16. Risk and retention of title

16.1. [redacted]

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[redacted].

16.2. [redacted] ([redacted]) [redacted].

16.3. [redacted], [redacted].

16.4. [redacted].

16.5. [redacted] ‘[redacted].

16.6. [redacted].

17. Principal’s warranty and service policy

The Principal now warrants to the Agent that:

17.1. [redacted];

17.2. [redacted];

17.3. [redacted] [[redacted]] [redacted];

17.4. [redacted], [redacted], [redacted]. [redacted], [redacted]

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[redacted].

18. Rights and duties of the Principal

The Principal will:

18.1. [redacted];

18.2. [redacted], [redacted];

18.3. [redacted], [redacted]. [redacted];

18.4. [redacted];

18.5. supply to the Agent from time to time:

18.5.1 [redacted], [redacted], [redacted], [redacted];

18.5.2 [redacted] [[redacted]] [redacted];

18.5.3 [redacted].

18.6. [redacted];

18.7. [redacted];

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18.8. [redacted];

18.9. [redacted];

18.10. [redacted];

18.11. [redacted].

18.12. [redacted]-[redacted], [redacted];

18.13. [redacted], [redacted], [redacted], [redacted], [redacted];

18.14. [redacted][redacted][redacted], [redacted].

19. Confidential Information

19.1. [redacted], [redacted]:

19.1.1 [redacted]([redacted])[redacted];

19.1.2 [redacted], [redacted], [redacted][redacted][redacted]. . . .];

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19.1.3 [redacted], [redacted];

19.1.4 [redacted] - [redacted] - [redacted].

19.1.5 [redacted], [redacted].

19.2. This paragraph does not apply to disclosure:

19.2.1 made by order of the court;

19.2.2 [redacted];

19.2.3 [redacted].

19.3. [redacted].

20. Intellectual Property

20.1. [redacted], [redacted].

20.2. [redacted]:

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20.2.1 [redacted];

20.2.2 to advertise the Product;

20.2.3 in email messages relating to sales and invoicing;

20.2.4 [more].

20.3. [redacted].]

20.4. The Agent agrees that he will:

20.4.1 [redacted];

20.4.2 [redacted];

20.4.3 [redacted];

20.4.4 [redacted];

20.4.5 [redacted].

21. No competition

21.1. [redacted]:

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21.1.1 [redacted], [redacted], [redacted];

21.1.2 [redacted], [redacted], [redacted];

21.1.3 [redacted].

21.2. [redacted].

21.3. [redacted].

22. Indemnities

22.1. [redacted] "[redacted]" [redacted], [redacted], [redacted], [redacted].

22.2. [redacted] - [redacted]:

22.2.1 the use of any Product;

22.2.2 [redacted], [redacted];

22.2.3 [redacted];

[redacted].

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22.3. [redacted]

22.4. [redacted]

23. Assignment

23.1. [redacted]

23.2. [redacted]

24. Sale of business or change of Control

24.1. [redacted]

24.2. [redacted]

24.3. The Agent agrees that this provision is fair.

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25. Termination

25.1. [redacted] [redacted] [redacted] [redacted] [redacted] .

25.2. [redacted] :

[redacted] 12 [redacted] [redacted] [redacted] [00000]

[redacted] 12 [redacted] [redacted] [00000]

[redacted] 12 [redacted] [redacted] [redacted] [00000]

[redacted] 12 [redacted] [redacted] [00000]

Either party may terminate this agreement:

25.3. [redacted] [3] [redacted] ;

25.4. [redacted] 28 [redacted] .

25.5. [redacted] , [redacted] [redacted] 28 [redacted]];

25.6. [redacted] , [redacted] ([redacted]) [redacted]).

[redacted] .

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26. Consequences of termination

[redacted]:

26.1. [redacted];

26.2. [redacted].

26.3. [redacted].

OR

26.4. [redacted].

26.5. [redacted].

27. Miscellaneous matters

27.1. [redacted], [redacted]-[redacted].

27.2. [redacted], [redacted].

27.3. [redacted].

27.4. [redacted], [redacted], [redacted]

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[redacted]

27.5. [redacted]

27.6. [redacted]

OR

27.7. [redacted]

27.8. [redacted]

27.9. [redacted]

27.10. [redacted]

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[redacted]

It shall be deemed to have been delivered:

[redacted]

[redacted] [72] [redacted];

[redacted] [24] [redacted] [redacted]. [redacted] [redacted]

27.11. [redacted]

27.12. [redacted]

27.13. [redacted] [redacted].

27.14. [redacted]

27.15. [redacted]

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Signed by [personal name], duly authorized for the Principal:

Witness to signature: name:

Address

Signed by [personal name], duly authorized for the Agent:

Witness to signature: name:

Address

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Schedule 1 Marketing plans and reports

[redacted]. [redacted]:

[redacted] 18 [redacted].

[redacted] 3 - [redacted], [redacted], [redacted], [redacted], [redacted], [redacted].

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Schedule 2 Commission rates

[■■ ■■■■■■■■■■]

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Explanatory notes:

Export marketing agency agreement: sale of goods; agent carries stock

Paragraph specific notes

Notes numbering refers to paragraph numbers.

1. Definitions

We know nothing about your business, so we cannot provide you with defined terms which precisely describe what you sell. By all means use the search/replace function in your word processor ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ . ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

The terms of appointment are very important. Agree all aspects of the structure in order to avoid future problems. It is not essential to specify the duties of the agent. You just want him to sell. ■ ■ ■

This paragraph is intended primarily to set the legal parameters. Day to day dealing will certainly ■ .

8. Agent's negative obligations

We have given you a very large menu of items here and ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ . ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

14. Liability for defects

You have to tie together the returns procedure you have with your end users to that with this agent. You have two areas to cover: returns by [redacted].

15. Management of stock in Agent's hands

Edit these practical arrangements as you require.

16. Risk and retention of title

We have made provision for retention of your title. Many books have been written on this subject [redacted]:

16.1. The concept and use of a provision for retention of title is helpful in only one situation. That is when you are competing against some other party to establish ownership of goods in the [redacted].

16.2. If your goods are far away, the chance of success in asserting [redacted].

16.3. The only safe procedure is to limit the [redacted].

17. Principal's warranty and service policy

You have no obligation to give these warranties to the agent and he is unlikely to benefit from them. We have included them [redacted]

18. Rights and duties of the Principal

This is a collection point for [redacted].

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These points are very basic and probably what most principal's would be happy with in any event. But if [redacted] .

19. Confidential Information

We have included this paragraph because a business has so many secrets which could easily be stolen that some safeguard is sensible. You should consider [redacted] " [redacted] " [redacted] .

20. Intellectual Property

Few business managers appreciate just how much IP is owned [redacted] . [redacted] , [redacted] . [redacted] , [redacted] .

21. No competition

Often called "covenants in restraint of trade". [redacted] . [redacted] , [redacted] , [redacted] , [redacted] .

22. Indemnities

This is not a cross indemnity [redacted] - [redacted] . [redacted] .

23. Assignment

Give careful thought to this. It is not an alternative to a "Change of [redacted] " [redacted] . [redacted] . [redacted] .

Consider the circumstances on both sides which may [redacted] . [redacted] . [redacted] .

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We give you these options:

23.1. Neither party may assign the contract

Action: use first option and del the remainder

23.2. Both parties may assign.

Action: delete all paragraph

23.3. Both [redacted]

Action: leave first sub paragraph only.

23.4. You may assign but not other party.

Action: edit [redacted].

23.5. A party may [redacted].

Action: use second alternative and delete first.

24. Sale of business or change of Control

The last paragraph on “assignment” does [redacted]. [redacted], [redacted].

In practice however, the personal element may be important to you or you may [redacted], [redacted], [redacted]. [redacted], [redacted], [redacted], [redacted], [redacted].

Of course, it also [redacted].

25. Termination

We offer alternatives. The termination notice periods will reflect the difficulty to either [redacted], [redacted]. [redacted]

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[redacted] .

26. Consequences of termination

We have no comment.

27. Miscellaneous matters

A number of special points. We have identified each of these as [redacted] .

Signatures - there is no legal requirement for signatures [redacted] .

Schedule 1 Marketing plans and reports

To be completed to provided the appropriate information.

Schedule 2 Commission rates

To be completed to provided the appropriate information.

End of notes

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