

ZA-MADagt07

Introducer agreement

Dated: [date]

The Company: [name]

Introducer: [name]

Contents

1. Definitions
 2. Interpretation
 3. Basis of agreement
 4. Terms of appointment
 5. Introducer's way of working
 6. Payment procedure
 7. Rights and duties of the Company
 8. Confidential Information
 9. Intellectual property
 10. No competition
 11. Termination
 12. Consequences of termination
 13. Miscellaneous matters
- Schedule 1 Terms and triggers for payment
- Schedule 2 Marketing plans

This agreement is dated: [date]

The Company is: [Company's name] (“ ”)

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

The Introducer is: [Introducer's name] (“ ”)

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

The contract terms are:

1. Definitions

These definitions apply unless the context :

“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

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

It includes information about the Intellectual Property and

“Intellectual Property” means intellectual property owned by the Company, 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,

“Know-how”

means methods, procedures and ways of working and organising which are

“Net Sales Receipts”

means the money receivable for sales of the Products after deduction of any sales tax, packing and delivery costs and service provider costs charged by any person relating to

“Product”

means any product, goods or service offered for sale from time to

“Territory”

means the country / state/ [].

2. Interpretation

In this agreement unless the context otherwise requires:

2.1. A reference to one gender shall include any or

2.2. A reference to a person includes a ,

2.3. A reference to a person includes reference to that person’s successors, legal representatives,

- 2.4. In the context of permission, “ ”
 , “ ”.
- 2.5. The headings to the paragraphs and schedules ()
 .
- 2.6. Any agreement by any party not to do or
 ;
- 2.7. A reference to the knowledge, information, belief or awareness
 , ’
- 2.8. The words “without limitation” shall
 “ ” “ ”
- 2.9. A reference to an act or
 .
- 2.10. In any indemnity, a reference to costs or expenses shall
 , [[000]
].
- 2.11. All money sums mentioned in this
 ,
 .
- 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
 ,
 .

3. Basis of agreement

- 3.1. Nothing in this agreement shall be deemed to create a partnership or
- 3.2. This agreement contains the entire agreement between the parties and supersedes all previous agreements and
- 3.3. All conditions, warranties and other terms implied
- 3.4. The Company may
- 3.5. The Introducer has agreed to seek out clients/ []
- 3.6. This agreement is personal to the Introducer.

4. Terms of appointment

- 4.1. The Company agrees to pay the Introducer for each / 1 ,
- 4.2. The Introducer is not bound to seek / /
- 4.3. This agreement does not restrict the
- 4.4. The Company now :

4.4.1 identify prospective [/]
;

4.4.2 negotiate sales contracts within the
;

4.4.3 monitor contract performance by the Company and the
customer, including
[], ,

4.5. The Introducer shall not be responsible

4.6. The Introducer will not be involved

4.7. The Introducer may display and use the trademark and/

4.8. The Introducer will pay all
/

4.9. *[other prohibitions by the Company]*.

5. Introducer's way of working

The Introducer agrees that he will:

5.1. look after the
;

5.2. keep the Company informed as often
;

5.3. comply with the reasonable instructions of the Company;

5.4. cultivate and maintain good relations with [/]
[/] ;

5.5. comply with all applicable

;

5.6. advise the Company when he becomes aware

;

5.7. refer prospective [clients/]

;

5.8. not use any name or mark or get-up

5.9. bring to the notice of anyone he might

/

5.10. not make or give any promise, warranty,

5.11. co-operate

2 ;

5.12. immediately inform the

5.13. not use any

6. Payment procedure

6.1. The Company will pay payment [/ /].

6.2. The Company alone will [/].

6.3. The Company undertakes to send to the Introducer a copy /

6.4. Before the 10th of each month the Company will send to the Introducer a statement listing the invoice numbers

- , [/
- / /].
- 6.5. Payment will be []
- 6.6. In all questions of currency conversion, the conversion calculation shall be made
- 6.7. All sums payable under this agreement are exclusive of any value added

7. Rights and duties of the Company

The Company remains at all times and in all circumstances in

- :
- 7.1. look after the ;
- 7.2. supply to the Introducer from time to time:
- 7.2.1 appropriate quantities of catalogues, , ;
- 7.2.2 equipment appropriate to create [] ;
- 7.2.3 names and addresses of any [/]
- 7.3. honour all contracts for sale of the Products concluded by the Introducer

- 7.4. give reasonable notice to the Introducer
- 7.5. promptly and efficiently
- 7.6. comply with all the applicable laws and regulations relating to the nature, method of packaging
- 7.7. tell the Introducer immediately he becomes aware of
- 7.8. provide to the Introducer each month a list of [/]

8. Confidential Information

- 8.1. In respect of the Confidential
 - 8.1.1 use his best endeavours
 - 8.1.2 not store, copy, or use the Confidential [...];
 - 8.1.3
 - 8.1.4

8.1.5

8.2. This paragraph does not apply to disclosure:

8.2.1 made by order of the court;

8.2.2

;

8.2.3

8.3.

9. Intellectual Property

9.1.

9.2.

9.3.

;

9.4.

;

9.5.

;

9.6.

[

]

[

]

.

10. No competition

10.1.

,

,

:

10.1.1

,

,

;

10.1.2

,

,

;

10.1.3

.

10.2.

.

10.3.

.

11. Termination

Either party may terminate this agreement:

11.1.

[3]

;

11.2. , ,

;

11.3. 28

11.4. , [28];

11.5. , () .

12. Consequences of termination

:

12.1. , ;

12.2.

12.3.

13. Miscellaneous matters

13.1. , - ,

13.2.

13.3.

13.4.

13.5.

13.6.

13.7.

13.8.

13.9.

It shall be deemed to have been delivered:

;

[72] ;

[24] ;

- : [24]

. [

]

13.10.

13.11.

13.12.

13.13.

, [] .

13.14.

13.15.

Signed by [personal name], duly authorised for the Company:

Witness to signature: name:

Address

Signed by [personal name], duly authorised for the Introducer:

Witness to signature: name:

Address

Schedule 1 Terms and triggers for payment

[

.]

Schedule 2 Marketing plans

[

,

.

2000

.]

Explanatory notes:

Introducer agreement

Paragraph Specific notes

Comments following the numbered paragraphs

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

We use	You decide to change to
Product /Service	F-class submarines / Device / Supergram / Radiodata Controller /
Principal	Superfactors / Jane Smith Ltd

But if you do change the defined word, make

You should first decide on the contents of the document, then return to check

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered

3. Basis of agreement

This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. If

4. Terms of appointment

The terms of appointment are very important. Agree all aspects of the structure in order to avoid future problems. You cannot

5. Introducer's way of working

This paragraph is intended to protect your brand and

6. Payment procedure

The arrangement will be written in Schedule 1. This paragraph is about the method of payment.

7. Rights and duties of the Company

This paragraph is intended primarily to provide comfort to the introducer. Edit as

8. Confidential Information

We have included this paragraph because a business has so many secrets

9. Intellectual Property

Few business managers appreciate just how much IP is owned

10. No competition

Often called "covenants in restraint of trade".

11. Termination

The termination notice periods will reflect the difficulty to either or both parties

12. Consequences of termination

We have no comment.

13. Miscellaneous matters

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

Schedule 1 Terms and triggers for payment

To be completed to provided the appropriate information.

Schedule 2 Marketing plans

To be completed to provided the appropriate information.

Add other schedules if required.

End of Notes