

**DATED** \_\_\_\_\_

(1) << >>

(2) << >>

## **COMMISSION AGREEMENT**

**THIS AGREEMENT** is made the                      day of

**BETWEEN:**

- (1)    << Name of Company >> a company registered in <<Country of Registration>> under number <<Company Registration number>> whose registered office is at <<Registered office>> ("the Company") and
- (2)    << Name of the Introducer >> [a company registered in <<Country of Registration>> under number <<Company Registration number>> whose registered office is at <<Registered office>>] OR [of << insert address >> ("the Introducer")]

**WHEREAS:**

- (1)    The Company is in the business of the sale and supply of << insert nature of goods and/or services supplied >>;
- (2)    The Company wishes to appoint the Introducer to identify Prospective Clients and introduce them to the Company.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

- 1.1    In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Business Day"</b>	means any day other than a Saturday, Sunday or bank holiday;
<b>"Completed Transaction"</b>	means an agreement between the Company and a Prospective Client for the provision of the Product;
<b>"Confidential Information"</b>	means all business, technical, financial or other information created or exchanged between the parties in the course of the Agreement;
<b>["Follow-up"]</b>	means an attempt by the Company to contact a Prospective Client using the details supplied by the Introducer pursuant to Sub-clause 3.2;]
<b>"Introduction"</b>	means the Company being introduced to a Prospective Client by the method stated at Sub-clause 3.2;
<b>"Product"</b>	means the [goods] [services] [goods and services] provided by the Company, as more particularly defined at Schedule 2; and
<b>"Prospective Client"</b>	means any person who is not an existing client of the Company and who has not been a client of the Company in the << 24 month >> period prior to Introduction.

- 1.2    Unless the context otherwise requires, each reference in this Agreement to:

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1.2.1 "writing", and communication, includes a reference to any communication by mail, telex, facsimile transmission or similar means;

1.2.2 "this Agreement" means this Agreement and each of the Schedules, as amended or substituted at the relevant time;

1.2.3 a Schedule means a Schedule to this Agreement; and

1.2.4 a clause or paragraph means a Clause or Paragraph of this Agreement as the case may be, as set out in the graph of the relevant Schedule.

1.3 In this Agreement:

1.3.1 any reference to a person includes a reference to their respective personal representatives, successors in title and permitted assignees;

1.3.2 any reference to a company includes any body corporate, unincorporated association, partnership or other legal entity;

1.3.3 words importing the singular include the plural and vice versa; and

1.3.4 words importing the masculine gender include any other gender.

## 2. Appointment of Introducer

2.1 The Company appoints the Introducer to identify and Introduce to the Company the Products supplied by the Company, pursuant to the terms of this Agreement, on [an exclusive] OR [a non-exclusive] basis.

2.2 The Agreement shall commence on << Insert Commencement Date >> [until << Insert Termination Date >> or] until this Agreement is terminated in accordance with Clause 10.

2.3 The Company shall pay the Introducer a fee for each new client Introduced to the Company pursuant to this Agreement ("the Fee").

2.4 The Company shall not pay the Fee to the Introducer for any Product to clients notwithstanding that the Client was Introduced to the Company by the Introducer.

## 3. Introduction of Prospective Clients

3.1 The Introducer shall endeavour to identify and solicit Prospective Clients for the Company.

3.2 EITHER

[The Introducer shall identify Prospective Clients to the Company by << e.g. informing them of the Company's name, location and business, giving them a Company brochure etc >>. In addition the Introducer shall insist that each Prospective client to quote the reference "<< Insert Company Name >>" for the purpose of ensuring that any clients Introduced to the Company by the Introducer are properly identified and that the Company's business is not unduly diluted.]

OR

[The Introducer shall

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3.2.1 provide the Company to enable the Client, such details to be provided in writing and the Client's full name, address and daytime telephone number plus any other details deemed necessary >

3.2.2 [provide the details as to what Product(s) in particular the Client requires];

3.2.3 ensure that the Client consents to being contacted by the Company in relation to the Product; and

3.2.4 ensure that the Client understands that the Company is entitled to use the information provided to it by the Client for the Company to be able to process the information in accordance with the Data Protection Act 1998.]

3.3 The Introducer shall maintain a record of Prospective Clients Introduced to the Company under this Agreement and the dates on which such Introductions were made;

3.4 The Introducer shall ensure that the Product supplied is suitable for the Client and that the Client is conversant with the Product in order to facilitate the effective identification of Prospective Clients.

#### 4. Obligations of the Company

4.1 [The Company agrees to pay the Introducer a fee for all Introductions made by the Introducer with a Client who has Completed a Transaction with the Company. The Company shall not to contact a Prospective Client Introduced to it for a period of 12 months after the date on which the Client was introduced to it. The Company must inform the Introducer at the time of the Client's introduction whether a decision was made.]

4.2 The Company shall maintain a record of Introductions[, Follow-ups] and Completed Transactions and shall ensure the accuracy of those of accurate payment of fees under Clause 5.

4.3 The Company shall provide the Introducer with such promotional and sales brochures and literature as may be required from time to time in order for the Introducer to comply with the obligations set out in Sub-clause 3.4 above.

#### 5. Fees and Payment

##### 5.1 EITHER

[The Company will pay the Introducer a fee of % >> of the final contract price (exclusive of any VAT) in respect of each Completed Transaction in respect of each Client Introduced to the Company.]

OR

[The Company will pay the Introducer a fee as set out at Schedule 1 of this Agreement.]

5.2 Fees under this Agreement shall be payable in respect of each Completed Transaction occurring within a 12 month >> period immediately following the Introduction of the Client to the Company.

5.3 EITHER

[The Company will pay the Fee for each Completed Transaction by << e.g. cheque or bank transfer >> on the Day of each << calendar month or week >> in which the Transaction occurred.]

OR

[The Company will pay the Fee for each Completed Transaction on the day that it is completed, if payment is not practicable due to time constraints, on the << next >> Business Day.]

- 5.4 The Introducer acknowledges that, where a client introduced by him subsequently enters into a Transaction with the Company which attracted a Fee, the Fee has been paid to the Introducer, the Fee shall be reimbursed by the Company pro rata in relation to the amount of the Fee.

6. Relationship of the Parties

- 6.1 Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the Company and the Introducer for any purpose.

- 6.2 Subject to any express provision to the contrary in this Agreement, the Introducer shall have no authority to enter into any contract, incur any liability, assume any obligation on behalf of the Company.

7. Non Competition

[The Introducer agrees not to perform any similar function for any other person or services to those provided by the Company.]

8. Confidentiality

The parties agree to keep all information in relation to the business of the Company confidential during the term of this agreement. This Clause 8 will not apply to:

- 8.1 any information which is in the public domain other than as a result of a breach of confidentiality;  
8.2 information in the possession of the party before the disclosure under this agreement took place;  
8.3 information obtained from a third party free to disclose it;  
8.4 information which a party is free to disclose.

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I hereby agree not to circumvent or  
 ment, including but not limited to  
 ment of the Fee, and affirm that in  
 ards of ethics in their dealings with

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- agreement immediately if the other:  
of this agreement, unless such  
which case the right to terminate  
the other party has failed to remedy  
ten notice to do so; or

- f a bankruptcy order.

- for any other reason on giving not  
to the other party, [to expire not  
date on which this agreement is

- A Prospective Client after the date of any Introduction occurring prior to termination of this Agreement shall be deemed to have already accrued to either of the

- nies owed by the Introducer to the

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- s and neither party may assign, (including charge) [or sub-license] any or otherwise delegate any of its without the written consent of the other party.

- agreement between the parties with  
modified except by an instrument  
representatives of the parties.

- Agreement, it does not rely on any  
except as expressly provided in  
s or other terms implied by statute  
content permitted by law.

- cising any of its rights under this  
er of that right, and no waiver by  
his Agreement shall be deemed to  
same or any other provision.

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whole or in part, this Agreement  
visions and the remainder of the

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affected provision.

## 12. Notices and Service

12.1 Any notice or other communication given by either party shall be deemed to be authorised by this Agreement to be given by:

12.1.1 delivering it to the addressee;

12.1.2 sending it by post to the addressee; or

12.1.3 sending it by any other means of communication or comparable means of communication to the address given in Sub-clause 12.4.

12.2 Any notice or information sent by any means of communication in the manner provided by Sub-clause 12.1.2 which is not delivered shall be deemed to have been given on the day after the day on which it was sent, provided that the envelope containing it was so addressed, sealed, pre-paid, registered and posted, and that it has not been returned to the sender, shall be sufficient evidence of its having been given.

12.3 Any notice or information sent by any means of communication shall be deemed to have been duly given on the date of its transmission, provided that it has been duly given on the date of its transmission, provided that it is sent as provided in Sub-clause 12.1.2 to the addressee and that it is received by the addressee within 24 hours after transmission.

12.4 Service of any document or notice concerning or arising out of or in connection with the Agreement or causing it to be delivered to the addressee or to such other address as may be notified from time to time.

## 13. Set Off

The Company may withhold or set off any deduction from, any invoice or other amount due to the Company from any right of set-off or counterclaim which the Company may have against the other party for any reason whatsoever.

## 14. Jurisdiction

14.1 This Agreement shall be governed by and construed in accordance with the Laws of England and Wales.

14.2 In relation to any dispute or claim arising out of or in connection with the Agreement each of the parties irrevocably submits to the jurisdiction of the English and Welsh courts and waives any objection to such courts.

**IN WITNESS WHEREOF** this Agreement has been executed before written

executed the day and year first

SIGNED

<<Name and Title of person signing  
for and on behalf of << Company Name

SIGNED

<<Name and Title of person signing  
for and on behalf of << Introducer's Name

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Transaction Value

<< Insert Range of Transaction

<< Insert Range of Transaction

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Fee

er fixed Fee or percentage >>

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<< Insert details of goods and services supplied by >>

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