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SALES CONTRACT (ANY) AGREEMENT

THIS AGREEMENT is made the
BETWEEN:

- (1) <<Name of Company>> a <<Country of Registration>> under
number <<Company Registration Number>> whose registered office is at
<<Registered office>> ("the Company")
- (2) <<Name of Contractor>> a <<Country of Registration>> under
number <<Company Registration Number>> whose registered office is at <<Insert
Contractor's Address>> ("the Contractor")

WHEREAS:

- (A) The Company appoints the Contractor to provide sales services ("the Services") to
the Company and the Contractor shall provide such Services for the duration of
the Agreement and upon the terms set out in the Agreement.
- (B) The Contractor shall be and shall remain an independent contractor to the Company for the duration of
this Agreement and shall employ, engage, subcontract, or otherwise use employees, subcontractors or other
personnel as it decides in its sole discretion from time to time to provide the Services on
its behalf.

IT IS AGREED as follows:

1. Definitions

1.1 In this Agreement, the words and expressions shall have the meanings which they
otherwise require, the following words and expressions shall have the meanings:

1.1.1 Commencement Date: <<Insert Date of Agreement>>;

1.1.2 Services: [The Services to be performed by the Contractor under
this Agreement]

1.1.2.1 <<Insert Description of Sales Work to be carried out by the
Contractor>>
and

1.1.2.2 Such other services as the Company and the Contractor may
agree in writing from time to time, during the duration of this
Agreement

OR

[The Services to be performed by the Contractor under
this Agreement are set out in the Schedule of
Services]

1.1.3 Termination Date: <<Insert Date of Termination of the Contractor's appointment
hereunder>>

1.1.4 Personnel: <<Insert Description of Personnel to be employed by the Contractor or
employed subcontractors or other personnel of the Contractor>>

2. Duration of the Agreement

The Agreement shall commence on the Commencement Date <<Insert
Date of Agreement>> until the Termination Date <<Insert Date of Termination Date>> or until the Termination Date
with Clause 18.

3. Contractor's Obligations

3.1 For the duration of the Agreement, the Contractor shall:

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- 3.1.1 perform the Services described in [Clause 1 of] [the Schedule to] the Agreement
- 3.1.2 make its non-exempt Personnel available to the Company for not less than <<Insert Time Period>> working hours during each day and for not less than <<Insert Time Period>> minimum working days>> working days during each week
- 3.1.3 ensure that its Personnel provide the Services only such Personnel as are necessary and that they perform the Services in a diligent manner and to the satisfaction of the Company
- 3.1.4 be entitled in its sole discretion to nominate and engage any one or more Personnel to carry out the Services on its behalf, and, provided that the Contractor is complying with clause 3.1.3, the Company will not be entitled to object to the Contractor's Personnel carrying out the Services at that time;
- 3.1.5 keep the Company apprised of progress on the Services and in particular to <<Insert Time Period>> in respect of the day-to-day performance of the Services
- 3.1.6 subject to clause 3.1.3, comply with the Company's reasonable requests;
- 3.1.7 subject to clause 3.1.3, the Contractor, its company or other entity of any description.

4. Fee

- 4.1 The Company shall pay the Contractor an <<e.g. hourly>> fee of <<Insert Amount>> (excluding tax) for the provision of the Services.
- 4.2 These fees are to be paid in accordance with the terms of Clause 5, of the Agreement, subject to delivery of an invoice to the Company at least <<Insert Time Period>> prior to that date. The invoice shall detail the Services provided and the fees due in respect of those Services. Where the Contractor is registered for Value Added Tax, any such fees shall be stated net of tax on the invoice.
- 4.3 If there are periods when the Contractor is not required to perform the Services for the Contractor to perform, the Contractor shall not be paid for those periods. Fees are payable only in respect of Services performed.

5. Sales and Commission

- 5.1 In addition to the Fees payable to the Contractor as set out in Clause 4, the Contractor shall be entitled to receive commission on the net sales value of goods sold in the course of the performance of this Agreement.
- 5.2 Commission shall be calculated as a percentage of the net sales value of goods sold, that is the net sales value (less any relevant discounts) of goods sold to the customer. <<Insert Percentage>> From the Effective Date the percentage shall be <<Insert Percentage>>. The Commission shall be reviewed by the Contractor and the Company on a <<Insert Time Period>> basis.
- 5.3 The Contractor will be entitled to receive Commission on sales concluded after this Agreement is terminated.

- 5.3.1 that sale is made during the period of this Agreement.
- 5.3.2 if the order is not completed before the termination of this Agreement.
6. **[Expenses]**
- 6.1 The Company shall reimburse the Contractor for travelling expenses reasonably incurred by it in the performance of its obligations hereunder consisting of travel between the place of business and such other place, if any, at which the Contractor is to be carried out.
- 6.2 In order to obtain reimbursement as set out in Sub-Clause 6.1 the Contractor must produce such evidence of actual payment of such expenses as the Company may reasonably require.]
7. **Late Payment**
- If the Company fails to make payment to the Contractor under Clauses 4 [and 5] [or] 5 [or 6] on the due date, the Contractor is entitled to any other right or remedy available to the Contractor in addition to the following:
- 7.1.1 terminate this Agreement if the Company fails to make payment within <<Insert number of days>> working days of the date of notice from the Contractor giving notice to the Company provided that the Company has received full particulars of the amount due within <<Insert number of days>> working days; and
- 7.1.2 charge the Company interest on the amount unpaid, at the rate of <<Insert percentage>>% per annum above the Bank of England base rate from time to time, until payment in full is made. Such interest shall be payable on a daily basis from the due date for payment until payment in full is made. Whether before or after the date of termination together with the over due sum.
8. **Tax Liabilities**
- 8.1 The Contractor warrants to the Company that it is an independent contractor and is not an employee, agent, partner or joint venturer, or to any other relationship between the Contractor and the Company.
- 8.2 The Contractor undertakes that it will:
- 8.2.1 be responsible for its own income tax and National Insurance contributions and contributions in relation to the Contractor's work pursuant to this Agreement; and
- 8.2.2 indemnify the Company in respect of any claims that may be made by the Contractor or its personnel in respect of income tax, National Insurance or contributions relating to the Contractor's work.
9. **Status of Contractor and Personnel**
- 9.1 Nothing in this Agreement shall give rise to any relationship between the Contractor and the Company or its personnel, or to any other relationship between the Contractor and the Company or its personnel.
- 9.2 The Contractor's obligations, its personnel, work, its activities and methods of working, and the order in which they carry out its work, are at all times subject to the supervision and control of the Contractor to determine, supervise,

direct and control, and any other respect Contractor or any o

not seek to, and will not in those or supervise, direct or control the its work.

10. Competition

10.1 The Contractor agrees, without the written indirectly engaged business or undertake interests of the Contractor discharge of the Contractor

on of this Agreement it will not, any, be in any way directly or undertake, any services, activities is likely to be in conflict with the may adversely affect the efficient is Agreement.

10.2 For the purposes of without limitation, engaged in business business being <<I

act of interest is deemed to include, services to any other company as that of the Company, such company's business>>.

11. Confidential Information

11.1 The Contractor shall (except in the proper limit) after the termi

the duration of this Agreement obligations) nor at any time (without indirectly:

11.1.1 use for its business en

of any other person, company, whatsoever; or

11.1.2 disclose to a whatsoever;

business entity or other organisation

any trade secrets of the Company [or its] such information relating to lists of pricing structures, dealings, employee formulae, specific marked "Confidential confidential or which regard as confidential Company [or any a and other persons.

information relating or belonging to], including but not limited to any customer lists or requirements, price es information, business plans or information and plans, designs, research activities, any document which they have been told is bly expect the Company would n which has been given to the onfidence by customers, suppliers

11.2 The Contractor shall make any notes or Company's business Company [or any as

out the duration of this Agreement any matter within the scope of the otherwise than for the benefit of the

11.3 The obligations concerning any information or domain after the unauthorised disclo

11.1 above shall cease to apply to subsequently come into the public reement, other than by way of

12. Intellectual Property

All records, documents, patent copyright protected works carrying out its obligations copyright and design rights property of the Company.

and summaries thereof) and other the Contractor in the course of , together with all the worldwide d at all times remain the absolute

13. Liability

- 13.1 This Clause 13 sets out the liability of the Parties to each other for any breach of contract, or for any tortious act or omission (including breach of statutory duty) arising out of or in connection with this Agreement.
- 13.2 Subject to sub-Clause 13.3, each Party shall be liable to the other, whether in contract, tort (including negligence), or for breach of statutory duty or misrepresentation, for any profit, loss of revenue, loss of anticipated saving, business interruption or other loss or damage that may be derived from the use of any asset, loss of data or information, or any special commercial, economic, indirect or consequential loss or loss that may be suffered by the other Party that is directly or indirectly caused by or in connection with this Agreement.
- 13.3 Nothing in this Clause shall limit the provisions of this Agreement shall:
- 13.3.1 limit the liability of either Party to the other for fraud or fraudulent misrepresentation, willful misconduct, or for death or personal injury;
- 13.3.2 exclude or limit the liability of the Contractor under or in respect of the indemnity given by the Contractor.
- 13.4 Subject to Clause 13.3, the liability of either Party arising out of or in connection with this Agreement (including negligence), restitution (including statutory duty or misrepresentation or otherwise) shall be limited to the total of the fees and commission (excluding VAT) paid under this Agreement for all Services carried out by the Contractor on or before the date such liability arises.

14. Force Majeure

- 14.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations under this Agreement if such failure or delay results from any cause that is beyond the control of that Party ("Force Majeure"). Such causes include, but are not limited to: power failure, internet service provider failure, inclement weather, fire, flood, storms, earthquakes, acts of terrorism, and any other similar or dissimilar event or action or any other similar or dissimilar event or action beyond the control of the Party in question.
- 14.2 [In the event that a Party cannot perform their obligations hereunder as a result of a continuous period of <<insert period>>, the other Party shall terminate this Agreement by written notice at the end of such period. In the event of such termination, the Parties shall agree to a reasonable payment for all work completed up to the date of termination. Such payment shall take into account any prior contract entered into in reliance on the performance of this Agreement.]

15 No Waiver

No failure or delay by either Party shall be deemed to be a waiver of any provision of this Agreement or a breach of any provision of this Agreement or a subsequent breach of the same.

16 Assignment and Sub-Contracting

16.1 Subject to sub-Clause 16.2, neither Party may assign (or sub-licence) any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder without the written consent of the other Party, which consent not to be unreasonably withheld.

16.2 The Contractor shall not subcontract any of the obligations undertaken by it through any other person or through suitably qualified and experienced other member or Personnel. The Contractor shall, for the purposes of this Clause, be deemed to be an act or omission of the Contractor.

17 Third Party Rights

17.1 No one other than the Parties, their transferees, successors or assignees, shall have any right to enforce any of its terms and accordingly the provisions of this Agreement shall not apply to this Agreement.

17.2 Subject to this Clause, the rights and obligations of the Parties shall continue and be binding on the transferee, successor or assignee of the other Party as required.

18 Termination

18.1 Either Party may terminate this Agreement at any time without giving any notice to the other Party.

18.2 This Agreement shall terminate if either Party fails to remedy the Parties' obligations under this Agreement within <<ins>> days of the date of the Party's failure to comply with its obligations under this Agreement; or

18.2.1 either Party fails to remedy the Parties' obligations under this Agreement within <<ins>> days of the date of the Party's failure to comply with its obligations under this Agreement; or

18.2.2 either Party fails to remedy the Parties' obligations under this Agreement within <<ins>> days of the date of the Party's failure to comply with its obligations under this Agreement; or

18.3 The termination of this Agreement shall not prejudice the rights of the Parties which have already accrued under this Agreement.

19 Company Property

On the termination of this Agreement, the Contractor shall return to the Company in accordance with the specifications, software, materials, equipment, correspondence, records, and any other documents (and any copies thereof) and any other property of the Company or its associated companies which are in its possession, custody or control. The Contractor will, if so required by the Company, be deemed to have complied with its obligations under this Clause 19.

20 Notice

20.1 All notices to be given by either Party to the other shall be in writing and shall be duly given if signed by, or on behalf of, a duly authorised person of the Party giving the notice.

20.2 Any notice to be sent by either Party to the other shall be deemed to have been duly given:

20.2.1 when delivered by a registered post or other messenger (including business hours of the recipient; or

20.2.2 when sent by email and a return receipt is generated; or

20.2.3 on the fifth business day following mailing, if mailed by national ordinary mail.

In each case notice shall be given to the most recent address or e-mail address notified to the Contractor.

21 Entire Agreement

21.1 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by both Parties.

21.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation or warranty other than those expressly provided in this Agreement and that it waives all implied warranties, conditions, warranties or other terms implied by statute or common law.

21.3 The Contractor is not responsible for the performance of its obligations under this Agreement and the Contractor under this Agreement does not create any mutual obligation or accept any further obligation. The relationship shall be that of a contractor and client.

22 Law and Jurisdiction

This Agreement is to be governed by the Law of England and Wales and the English and Welsh Courts shall have exclusive jurisdiction in respect of this Agreement and any dispute arising out of or in connection with it.

IN WITNESS WHEREOF this Agreement has been signed and sealed before written

SIGNED by

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

In the presence of

<<Name & Address of Witness>>

SIGNED by

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

In the presence of

<<Name & Address of Witness>>

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