

SALES DISTRIBUTOR AGREEMENT

Dated this ____ day of _____ 200..

PARTIES

(Name) hereinafter called the “The Vendor”
OF (Address)

AND:

NAME OF THE Distributor hereinafter called the “The
Distributor”

OF:

1. APPOINTMENT

The Vendor appoints the Distributor in the capacity of “Sales Distributor” during the term of this Contract and the Distributor shall identify itself as “A Distributor for (Vendor’s Name).”

2. THE AGREEMENT

The agreement does not bind the Distributor to exclusive and sole activities on behalf of The Vendor. The Distributor from time to time, with mutual agreement, refrain from sales activities.

3. RESPONSIBILITY OF THE VENDOR

The Vendor shall provide the Distributor with appropriate products and sales materials (“The Kit”) according the DISTRIBUTION PROCEDURES in 6 below

4. DESCRIPTION OF THE KIT (The following is a sample of a kit, you will replace this with your own description or delete the kit section if you have none.)

The kit consists of videos and allied written materials (“The Kit”) supplied by the vendor. The Kit consists of a CD for each Topic. Each CD contains the following

Video Presentation of Training Sessions

These are in color, featuring one of our star presenters conducting the course in an actual session.

TOPICS (Videos are in easy-to-understand English)
(describe your topics here)

Facilitator/Trainer Manual

This is a printable from the CD, and contains specific instructions and hints to presenters on running the course. It is designed to enable presenters to use the video as part of the course, as well as other materials described below. It enables a group to engage in the topic in a full participatory mode. In this way companies can flexibly adjust the materials to their organizations and the individuals taking part.

Flip Charts

These may be copied onto flip charts as used in the video presentations, or other such as computer projection, overhead projection or course notes.

Participants’ Course Notes

These form an integral part of the Video presentation and training. They are meant to involve participants in personal reflection and response, discussions, recording and creative thinking. The video may be paused at key times while these interactions take place.

5. RESPONSIBILITY OF THE DISTRIBUTOR

The Distributor shall liaise with potential customers in a manner consistent with good and ethical sales procedure and sell such products and services as agreed with The Vendor. The Distributor shall accept from clients, orders for appropriate products and services at such prices and upon such terms and conditions as The Vendor may advise from time to time but shall not bind the Vendor by any contract nor incur obligations of any kind save and accepted for duly authorized sales contracts or as previously agreed by both parties.

The Distributor will indemnify and hold The Vendor harmless from any and all claims or demands in any way associated with any Distributor advertising, including all costs and expenses of defending such claims, including reasonable legal fees. The Distributor further agrees to indemnify the Vendor for any loss, claims or damages resulting from the acts or omissions of the Distributor during the course of their work in connection with The Vendor.

The Distributor shall keep appropriate records of sales activities which if requested shall be shown to The Vendor.

The Distributor shall provide for his own accounting and requirements of the Income Tax Assessment Act and will be entirely responsible for all aspects of and the abidance of The Vendor Law.

The Distributor shall never be considered as an employee of The Vendor nor as an Agent.

All information accessed by the Distributor shall remain confidential and not used for any purpose other than in the best interests of The Vendor.

6. DISTRIBUTION PROCEDURES **(Revise this section to fit your procedures. Below is a sample.)**

- i. Vendor will supply free of charge 1 CD Kit covering one of the topics above.
- ii. Distributors/Sellers may use this to market the Kits (Course outlines of all topics are included in this document)

2

- iii. Cost Price to Distributors/Sellers of each complete Kit (CD format) subject to change, and is currently USD\$165
 - a) courier: \$25 in 2/5 working days guaranteed delivery (extra delivery charge of \$20, total \$165+\$20=\$185)
 - b) airmail: \$4.50 in 4/6 working days guaranteed delivery (total cost = \$165)
- iv. The Distributor may sell these at any price it determines
- v. In the event that the Distributor conducts training courses using the Kit, the Distributor will Invoice the client for a client copy of the CD, and will Order a CD to be shipped via Vendor
- vi. The Distributor markets the Kits
- vii. Customers (clients) ORDER as follows: The Distributor issues INVOICE with their terms to Customers

- viii. The Distributor sends (email) copy of INVOICE to Vendor. Distributor will be responsible for own collection of debt.
- ix. Vendor to Invoice The Distributor for Cost Price (for immediate payment by credit card)
- x. On receipt of Distributor's payment, Vendor to Ship Kit direct to customer (client)
- xi. Volume discounts possible on individual application

7. TERMINATION

Either The Vendor or the Distributor may terminate the Agreement by two weeks written notice. Upon termination, the Distributor will refrain from working for or associating with any of The Vendor's competitors or companies in directly related fields for a period of six months. The Distributor will also present all information and equipment held in relation to The Vendor's dealings and comply with confidentiality.

8. Geographic sales Area

The Distributor understands that there are no geographic restrictions in which sales may be pursued.

The contract shall come into force on the _____ and shall continue in force until its expiry pursuant to the terms of this contract.

Signed on behalf of The Vendor

Signed on behalf of the Distributor

Name: _____

Name: International Sales Manager _____

Date: _____

Date: _____

Name : _____ Name : _____

Date: _____ Date: _____