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other party if:

- (a) the other party:
- (i) is dissolved;
  - (ii) ceases to conduct all (or substantially all) of its business;
  - (iii) is or becomes unable to pay its debts as they fall due;
  - (iv) is or becomes insolvent or is declared insolvent; or
  - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement); or
- (d) if that other party is an individual:
- (i) that other party dies;
  - (ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
  - (iii) that other party is the subject of a bankruptcy petition or order.

*Termination upon non-payment*

- 25.4 The Supplier may terminate this Agreement immediately by giving written notice to the Customer if:
- (a) any amount due to be paid by the Customer to the Supplier under this Agreement is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
  - (b) the Supplier has given to the Customer at least 30 days' written notice, following the failure to pay, of its intention to terminate this Agreement in accordance with this Clause 25.4.

*Termination on change of control*

- 25.5 A party must, if it is subject to a change of Control, notify the other party within the period of 7 days following the date of the change of Control; and, if a party is subject to a change of Control, the other party may terminate this Agreement immediately by giving written notice of termination to the party that is subject to the change of Control, providing that such notice must be given within the period of 30 days following the other party becoming aware of that change of Control.

## 26. Effects of termination

*Surviving provisions upon termination*

- 26.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Schedule 1 (Definitions and interpretation), Clauses 12.2, 12.3, 13, 14.2, 14.4, 15, 16, 17, 18, 19, 21, 22, 23, 26, 27, 28.1, 28.2, 28.4, 28.8, 28.9, 29.1, 29.5, 30.1, 30.5, 31, 33, 36, 37, 38, 39, 40, 41 and 42, Clauses 3.1 and 3.3 of Annex 1 (Consultancy Services) to Schedule 3 (Service terms and conditions), Clause 3.10 of Annex 2 (Development Services) to Schedule 3 (Service terms and conditions), Clauses 2.2, 2.3 and 2.5 of Annex 4 (Third Party Software) to Schedule 3 (Service terms and conditions), Clauses 1.7 and 3.7 of Annex 5 (Hosted Services) to Schedule 3 (Service terms and conditions) and Clauses 2, 3, 4 and 6 of Annex 8 (Product supplies) to Schedule 3 (Service terms and conditions).

*Termination does not affect accrued rights*

- 26.2 Except to the extent expressly provided otherwise in this Agreement, the termination of this Agreement shall not affect the accrued rights of either party.

## 27. Non-solicitation of personnel

*Non-solicitation of employees by second party*

- 27.1 The Customer must not, without the prior written consent of the Supplier, either during the Term or within the period of 6 months following the end of the Term, engage, employ or solicit for engagement or employment any employee or subcontractor of the Supplier who has been involved in any way in the negotiation or performance of this Agreement.

*Non-solicitation of employees by first party*

- 27.2 The Supplier must not, without the prior written consent of the Customer, either during the Term or within the period of 6 months following the end of the Term, engage, employ or solicit for engagement or employment any employee or subcontractor of the Customer who has been involved in any way in the negotiation or performance of this Agreement.

## 28. Anti-corruption

*Mutual assurance of compliance with anti-corruption laws*

- 28.1 Each party warrants and undertakes to the other that it has complied and will continue to comply with the Anti-Corruption Laws

## SAMPLE SERVICE PROVIDER AGREEMENT

MY RINK hereby grants to:

\_\_\_\_\_ ("Service Provider")  
(Organization/Individual Name/Business)

permission to provide the required service to MY RINK for the sole purpose of

\_\_\_\_\_  
(describe use)

on the following date(s) \_\_\_\_\_.

While providing the agreed service, Service Provider ("Provider") agrees to comply with all applicable laws, rules and regulations and the rules and regulations of MY RINK and any special instructions given to Provider by representative(s) of MY RINK. Provider agrees that all persons providing a service under this agreement will commit no damage to MY RINK's facilities/property and that if such damage occurs, Provider will reimburse MY RINK the cost of repair.

Provider agrees to carry public liability insurance with a company acceptable to MY RINK in the amount of \$1,000,000 combined single limit bodily injury and property damage on an occurrence basis, agrees to carry Worker's Compensation insurance and agrees to cause a Certificate of Insurance to be issued with MY RINK named as an ADDITIONAL INSURED. Claims made policies shall NOT be acceptable. Satisfactory certification that such insurance is in full force during the times of the service being performed must be furnished. Provider will not be authorized to subcontract services with another individual/business to provide additional services within our facilities, during the times while providing a service without first contacting the Rink Manager at MY RINK.

Provider agrees to indemnify, defend and hold harmless MY RINK, its agents, servants, employees, trustees, officers and representatives from any liability, loss, or damage which MY RINK may suffer as a result of any claims, demands, costs, actions, causes of actions, or judgments, including attorneys' fees, asserted against or incurred by MY RINK arising out of, during, or as a result of Provider using MY RINK's facilities, except such liability, loss or damage which is the result of or arising out of the sole negligence of MY RINK.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Organization/Individual Name/Business), ("Provider")

MY RINK

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Rink Manager)

\_\_\_\_\_  
Printed Name & Title of Representative

\_\_\_\_\_  
Printed Name & Title

**SAMPLE LETTER OF AGREEMENT**

Date \_\_\_\_\_

Speaker's Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State Zip \_\_\_\_\_

Dear Speaker's Name:

This letter serves as a formal agreement between Student Organization's Name and Speaker's Name, whereby Speaker's Name will provide professional services of XXXXXXXX, on date, time, place.

Speaker's Name is being sponsored by the Student Organization's Name and will be compensated for services provided in the amount of \$Amount. Payment will be disbursed upon completion of services. Please sign both copies of this agreement. Retain one copy for your file and return one copy to the Student Organization (or specific office).

\_\_\_\_\_  
President's Signature Date \_\_\_\_\_

\_\_\_\_\_  
Student Organization Name

\_\_\_\_\_  
Speakers Signature Date \_\_\_\_\_

\_\_\_\_\_  
Speaker's Social Security Number

**NOTE:** This is only an example. Each event varies, the letter should include items specific to your event.

**ORDER AND CONTRACT FOR SUPPLY OF GOODS**  
Specimen form to be used by community user groups and  
by DAs for acquisition over US\$ 10,000 per unit

[Name of community]

To: [Name of the Director and firm which has won the supply contract]  
Address: [Address of the firm]

Subject: Supply and Installation of [equipment, material, etc.]

Mr. Manager/Director,

The [Name of community] would like to place an order for the supply and installation of ..... in conformity with your proforma invoice No.....of ..... attached, specifying the prices of the goods .

**1. SUBSTANCE OF GOODS**

[list of goods requested, with quantities]

**2. AMOUNT OF THE CONTRACT**

The amount of the order is fixed at .....[currency units] and is not subject to revision.

**3. TIME LIMIT AND PLACE OF DELIVERY**

The time limit for the delivery of goods is set for .....(days, weeks or months) from the date of the approval of this contract. This approval should take place in the maximum time limit of [number of days, for instance 15] days from the date of the signing of this contract by the representatives of the [name of community]. The goods will be delivered at [destination].

**4. INTERIM RECEIPT**

An interim receipt will be issued upon delivery of all the goods. Or: If installation of the goods is required, the interim receipt will only be issued after installation of the equipment are completed (delete one). The receipt will be acknowledged as the interim receipt report.

**5. TIME LIMIT FOR THE WARRANTY AND AFTER-SALE SERVICE**

The deadline for the warranty period is set for (x) months from the date of the interim receipt. During the warranty period, excluding the current maintenance,



**Professional Information**

Name \_\_\_\_\_

\* Payment will be remitted to the mailing address listed on your invoice.

Address \_\_\_\_\_

City, ST, Zip \_\_\_\_\_

Phone & Fax \_\_\_\_\_

Email \_\_\_\_\_

**Department Information**

Department Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone \_\_\_\_\_

Hours Worked \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_

Is the Professional a Daytona State College a) Employee, b) Trustee, c) or related to an Employee or Trustee?  Yes  No

If yes, provide the following:

Name \_\_\_\_\_

Relationship \_\_\_\_\_

**Agreement**

This agreement is entered into on \_\_\_\_\_ (date) by DAYTONA STATE COLLEGE, representing and the College and \_\_\_\_\_ (Professional's name), hereinafter:

The Professional will perform all services and furnish all labor at his/her own risk, assuming full responsibility for below. The College and Professional do mutually agree that the following professional services will be performed:

The Professional shall commence performance of this agreement on \_\_\_\_\_ (date) and shall to the satisfaction of the College no later than \_\_\_\_\_ (date).

All agreements made between the College and the Professional are exclusively herein contained. This agreement upon written notice. This agreement may be unilaterally cancelled by the College if the Professional refuses to received by the Professional pursuant to the agreement. Bills, fees, other compensation for services or expenses detail sufficient for proper pre-audit and post-audit review. The individual named in the performance of the work abide by all of the rules, regulations, and policies of the College and of the Statutes of the State of Florida that

**Master services agreement template word**

What is a master service agreement. Master service agreement example. Consultant services master agreement word template.

Agreements The Service agreement is a kind of effective agreement which is made and can be entered by customer and company or organization. This agreement is all about the definition of the type of work and deliverables which comes under the customer service. And lastly comes the project which means the combination of services that comes under the agreement. If you are going for the simple service agreements, this makes the contract negotiations simpler. This means it allows the companies to spend some best time to discuss the deal terms and how it can proceed with the agreement. It focuses on contractual issues like price, time frame, and other things. Master Professional Services Agreement Template Details File Format Word Apple Pages Google Docs Size: 44, USDownloadLetter of Agreement Master Professional Services Agreement Details File Format Word Apple Pages Google Docs Size: 44, USDownloadMaster Services Agreement Template meiy.gov.in Details File Format Size: 270 KBDownloadRisks Master Services Agreementortomrosfulbright.com Details File Format Size: 152 KBDownloaddSalesforce.com Details File Format Size: 241 KBDownloadMaster Service Level Agreement mdu.edu.au Details File Format Size: 310 KBDownloadWhen you go for the terms and conditions of the consultant agreement, it said that the company usually rely on the representative of client's who have the authority of this agreement. The company should be under the independent contractor, and nobody can go for the joint venture or any kind of partnership. The company should go for the sole discretion that exists over the identity of the personnel which provides the Services. The ownership of the property that the company is developing belongs to the company until it gets all the amount for which they are agreed upon from the client. So you can't modify anything of our own till they handover you the property. It is seen that if you look at the consulting services agreement and master services agreement, there is some kind of difference between them. In the master service agreement, it goes for the rights and obligations that exist between the two parties. It engaged between the service providers as well as employers which include the delivery, cleaning and other things. But in case of the consultancy agreement, which specifies the tailored that exist between the outside consultant. This helps in evaluating the strengths as well as a weakness that exists in the business. So when you go for the administrative services agreement, you need to look at these. Partners Master Service Agreement tyber.com Details File Format Size: 256 KBDownloadOilfield Master Service Agreement dgs law.com Details File Format Size: 2 MBDownloadCivil Service Master Agreement novascotia.ca Details File Format Size: 1 MBDownloadMaster Service Provider Agreement mfacilitymaintenance.com Details File Format Size: 487 KBDownloadAssignment Master Service Agreement tcustomers express.com Details File Format Size: 8 KBDownloadSchedule Master Service Agreement s schedulemaster.com Details File Format Size: 20 KBDownloadCommunity Master Service Agreement illinois.gov Details File Format Size: 197 KBDownloadCustomer Master Service Agreement dell.com Details File Format Size: 57 KBDownloadMaster Product Service Agreement athensoftware.net Details File Format Size: 162 KBDownloadCarrier Master Service Agreement allaccess telecom.com Details File Format Size: 71 KBDownloadMaster Sales Services Agreement candoris.com Details File Format Size: 55 KBDownloadIf you want to terminate the service level agreements, then you need to look at the things about this. If the parties have not mentioned about the types of work that it wants or not described its work, then it can get canceled. If while carrying the work together, and it starts to create the problem in this, then the parties have to change the delivery date or change the rate that was fixed earlier, then it may go for this. During the inspection period, it is seen that if it is not good, then this may lead to the rejection also. When you go for the computer service agreements, then it has got many types of benefits for you. This type of agreement has got an important role which helps in protecting the interests of the master service agreement. With the help of this, you can also do the work at a faster pace, and as a result, it saves time as well. The agreements have got you with a good opportunity which helps in negotiating the better terms for the long term relationship, and it drills with the contracts which help in achieving the global or national level. You can also get the best and easy renewals from this too. State of [Insert State Here] This Distribution Agreement hereinafter referred to as "Agreement," is entered into and made effective as of [Insert Date Here] (the "Execution Date") by and between the following parties: [Insert the Business Name of the Supplier] (the "Supplier"), a corporation, incorporated under the laws of the state of [Insert State Here], having its principal place of business at the following address: [Insert the Full Business Address of the Supplier] and [Insert the Business Name of the Distributor] (the "Distributor"), a corporation, incorporated under the laws of the state of Alabama, having its principal place of business at the following address: [Insert the Full Business Address of the Distributor] The parties may be referred to individually as "Party" and collectively as the "Parties." RECITALS: WHEREAS, the Parties desire to enter into an agreement whereby the Supplier provides certain Products (as defined further below) to the Distributor for distribution; WHEREAS, the Parties wish to establish a written document between them covering the terms and conditions of their agreement; NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows: ARTICLE 1 – PRODUCTS: Supplier hereby agrees to supply and Distributor hereby agrees to distribute the following products (the "Products"): [Describe the Specifics of the Products That Will Be Distributed Under This Agreement] ARTICLE 2 – TERRITORY: The Products will be distributed exclusively in the following geographic territory (the "Territory"): [Describe the Territory for the Distribution of the Products] ARTICLE 3 – DISTRIBUTION TERMS: Distributor hereby agrees to exercise its best efforts to obtain and promote the sale of the Products in the Territory. Distributor will maintain adequate staff at all times, including but not limited to adequate sales staff. Distributor further agrees to abide by each of Supplier's policies, procedures, or other rules regarding the purchase and sale of the Products. Distributor agrees to conduct its business in a manner that is favorable to and promotional of Supplier and the Products and to not disparage, tarnish, or imply poor favor of the name, reputation, or goodwill of Supplier. No sale, resale, promotion, delivery, installment, service or other distribution of the Products by Distributor shall be permitted outside the Territory. Should Distributor make any significant change to its distribution network, it agrees to notify Supplier as soon as is practicable. Distributor hereby acknowledges and agrees that its only rights with respect to the Product are the rights specifically outlined in this Agreement and that any and all other rights regarding the Product are specifically reserved to Supplier. Supplier will exercise its best efforts to fulfill Distributor's orders for the Products. ARTICLE 4 – EXCLUSIVITY: Supplier agrees not to sell or ship the Products in the Territory to anyone except the Distributor. Supplier further agrees not to sell or ship any similar products or products with the same or similar trademark or other business identification on the product or package to anyone in the Territory except Distributor. Any inquiries received by Supplier about Products in the Territory shall be directed to Distributor. ARTICLE 5 – PRICE AND PAYMENT INFORMATION: The purchase price for the Products ("Purchase Price") shall be clearly listed on the invoice sent to Distributor per each Product shipment and shall be negotiated by the Parties prior to the first shipment to Distributor. The Purchase Price shall be payable in U.S. Dollars and may be made as follows: [List the Payment Methods Allowed for the Payment to the Supplier Under This Agreement] The Purchase Price may include any shipping fees, product insurance, or other handling costs, which Distributor hereby agrees to pay. The timing of payment for the Purchase Price shall be as follows: [Describe the Timing of the Payment required to the Supplier] Any material prospective or proposed or otherwise expected increases in the Purchase Price shall be communicated by Supplier to Distributor as much advance notice as possible but in no event later than 15 days prior to the next ship of Products to Distributor. Distributor may elect to continue this Agreement at the increased Purchase Price or may elect to terminate this Agreement with 10 days' written notice. In the event that Distributor elects to terminate this Agreement, Distributor shall have the right, but not the obligation, to purchase a one-month supply of the Products at the original Purchase Price. Risk of loss for the Products shall pass when Supplier either completes delivery to the Distributor, if the Products are being personally delivered, or when the Supplier places the Products with the shipping carrier. ARTICLE 6 – SECURITY INTEREST: Title for the Products will pass to Distributor when the Products have been delivered. However, Supplier shall retain a security interest in the Products delivered until payment for the Products has been fully received. Supplier will have all rights of a secured party. If Distributor does not pay, Supplier may enter Distributor's property and recover the Products. Supplier shall also be able to pursue any remedy under this Agreement or any remedy existing at law or equity. ARTICLE 7 – PROMOTIONAL MATERIALS: Supplier may furnish promotional material to Distributor from time to time to assist in the sale of the Products. Distributor may use such materials but acknowledges and agrees that Supplier retains ownership of all proprietary rights, including intellectual property rights in and to the materials. ARTICLE 8 – INTELLECTUAL PROPERTY: Distributor hereby acknowledges and agrees that Supplier retains all rights in and to Supplier's intellectual property, including all patents, trademarks, service marks, trade secrets, copyrights, or other intellectual property ("Supplier IP"). Distributor may, however, receive a limited license while this Agreement is in force and effect to the Supplier IP in order to use any promotional materials or trademarks or service marks on the Products specifically as Supplier shipped them. Distributor may not add any Supplier IP to any product or other material. ARTICLE 9 – COMPLIANCE: Distributor hereby agrees to comply with all federal, state, local, and foreign laws and rules, including all applicable export control laws and regulations. ARTICLE 10 – CONFIDENTIALITY: Each Party hereby acknowledges and agrees that they and the other Party each possess certain non-public Confidential Information (as hereinafter defined) and may also possess Trade Secret Information (as hereinafter defined) (collectively the "Proprietary Information") regarding their business operations and development. The Parties agree that the Proprietary Information is secret and valuable to each of their respective businesses and the Parties have entered into a business relationship, through which they will each have access to the other Party's Proprietary Information. Each of the Parties desires to maintain the secret and private nature of any Proprietary Information given. "Receiving Party" refers to the Party that is receiving the Proprietary Information and "Disclosing Party" refers to the Party that is disclosing the Proprietary Information. A) Confidential Information refers to any information which is confidential and commercially valuable to either of the Parties. The Confidential Information may be in the form of documents, techniques, methods, practices, tools, specifications, inventions, patents, trademarks, copyrights, equipment, algorithms, models, samples, software, drawings, sketches, plans, programs, or other oral or written knowledge and/or secrets and may pertain to, but is not limited to, the fields of research and development, forecasting, marketing, personnel, customers, suppliers, intellectual property and/or finance or any other information which is confidential and commercially valuable to either of the Parties. Confidential Information may or may not be disclosed as such, through labeling, but is to be considered any information which ought to be treated as confidential under the circumstances through which it was disclosed. Confidential Information shall not mean any information which: I) is known or available to the public at the time of disclosure or became known or available after disclosure through no fault of the Receiving Party; II) is already known, through legal means, to the Receiving Party; III) is given by the Disclosing Party to third parties, other than the Receiving Party, without any restrictions; IV) is given to the Receiving Party by any third party who legally had the Confidential Information and the right to disclose it; or V) is developed independently by the Receiving Party and the Receiving Party can show such independent development. B) "Trade Secret Information" shall be defined specifically as any formula, process, method, pattern, design or other information that is not known or reasonably ascertainable by the public, consumers, or competitors through which, and because of such secrecy, an economic or commercial advantage can be achieved. C) Both Parties hereby agree they shall: I) Not disclose the Proprietary Information via any unauthorized means to any third parties throughout the duration of this Agreement and the Parties' relationship with each other; II) Not disclose the Confidential Information via any unauthorized means to any third parties for a period of 3 (three) years following the termination of this Agreement; III) Not disclose the Trade Secret Information forever, or for as long as such information remains a trade secret under applicable law, whichever occurs first, to any third party at any time; IV) Not use the Confidential Information or the Trade Secret Information for any purpose except those contemplated herein or expressly authorized by the Disclosing Party. ARTICLE 11 – WARRANTIES: The following specific warranties are applicable to the Products: [Insert Details and Information About the Specific Warranties Applicable to the Products Here] Except as provided herein, Supplier makes no other warranties, express or implied, or promises or obligations with respect to the Products. Supplier disclaims any and all other warranties, including the warranties of fitness for a particular purpose. ARTICLE 12 – TERM & TERMINATION: This Agreement shall be commenced as of the Execution Date and shall continue for a period of [Insert Number of Days Here] days. Either Party may terminate this Agreement for any reason or no reason at all prior to the natural expiration of the term upon the following notice. The Parties may also terminate this Agreement in the event of a breach. If either Party breaches this Agreement, the other Party may terminate upon 60 days' written notice. Such notice shall contain any and all information about the breach and shall provide the breaching Party the opportunity to cure the breach within 60 days'. If the breach has not been cured within such time, the Agreement will terminate. If the breach has been cured, this Agreement will continue in full force and effect. Supplier may also terminate this Agreement in case of any of the following: a.) Distributor declares bankruptcy, requires a guardianship or enters into another financial compromise agreement; b.) Distributor fails to maintain required Federal and state licenses c.) Distributor fails to maintain the required insurance d.) Distributor has a material change in the structure of its business, including a change in ownership In the event of a termination of this Agreement prior to its natural expiration, Supplier may repurchase the existing Products in Distributor's inventory from Distributor or may require Distributor to sell the Product to another distributor at Supplier's sole and exclusive discretion. The purchase price of the sale back to Supplier or another Distributor shall be the cost Distributor paid. The sale shall only take place if Distributor has maintained the products in good and saleable condition according to Supplier's examination. ARTICLE 13 – OUTSIDE TERRITORY TRANSACTIONS: Distributor shall not sell, attempt to sell, promote, advertise, or otherwise solicit orders for any Products outside of the Territory. If Distributor receives any inquiries for Products outside the Territory, Distributor shall contact Supplier to determine how Supplier would like to proceed. ARTICLE 14 – GENERAL PROVISIONS: A) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of Alabama and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. B) LANGUAGE: All communications made or notice given pursuant to this Agreement shall be in the English language. C) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased, or otherwise transferred in whole or part by either Party. D) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties. E) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term. F) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement. G) PUBLIC ANNOUNCEMENT: Neither Party will make any public announcement or disclosure about the existence of this Agreement or any of the terms herein without the prior written approval of the other Party. H) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral. I) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement. J) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date. K) FORCE MAJEURE: Supplier is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature, and natural disasters, and other acts which may be due to unforeseen circumstances. L) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: i) Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail, airmail, or email, to the address of the relevant Party set out at the head of this Agreement, or to the relevant email address set out below or other email address as that Party may from time to time notify the other Party in accordance with this clause. The relevant contact information for the Parties is as follows: Supplier: [Insert the Email Address of the Supplier] Distributor: [Insert the Email Address of the Distributor] Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first-class mail), or 7 working days after the date of posting (in the case of airmail), or the next working day after sending (in the case of email). In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be. EXECUTION: Name: [Insert the Business Name of the Supplier] Representative Name: \_\_\_\_\_ Representative Title: \_\_\_\_\_ Date: \_\_\_\_\_ Name: [Insert the Business Name of the Distributor] Representative Name: \_\_\_\_\_ Representative Title: \_\_\_\_\_ Date: \_\_\_\_\_