Distribution Agreement

December 10, 2022

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Distribution Agreement

DISTRIBUTION AGREEMENT

BETWEEN

AND

This Distribution Agreement ("**Agreement**") is dated ____ day of _____

BETWEEN

, a company incorporated and registered in with RC No: whose registered office is at **(**hereinafter referred **to as "Supplier"** which expression shall where the context admits, include its successors in title, agents or assigns) of the one part;

AND

, a company incorporated and registered in with RC No: whose registered office is at **(**hereinafter referred **to as "Distributor"** which expression shall where the context admits, include its successors in title, agents or assigns) of the other part.

The Supplier and the Distributor shall individually be referred to as a "Party," and together as "Parties."

WHEREAS:

The Supplier wishes to appoint the Distributor as its distributor for the promotion and sale of the Products within the Territory (both as defined below), and the Distributor wishes to promote and sell the Products within the Territory on the terms of this Agreement.

AGREED TERMS

1. **Interpretation-** The following definitions and rules of interpretation apply in this Agreement:

1.1 Definitions:

Business Day: a day, other than a Saturday, Sunday or public holiday in Nigeria when banks are open for business.

Commencement Date: has the meaning given in Clause 2.

Control: the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **Controls**, **Controlled** and the expression **Change of Control** shall be construed accordingly.

Mandatory Policies: the Supplier's mandatory policies and procedures contained in Schedule 5, as amended from time to time.

Parallel/Grey Importation shall refer to obtaining and/or importing into the Territory, the Products from sources other than the Supplier or any person so authorized by it;

Products: the products of the type and specification manufactured and packed under the Trade Marks and listed in Schedule 1, as varied from time to time in accordance with Clause 5.2, and any other products developed by the Supplier and which the Supplier may permit the Distributor, by express notice in writing, to distribute in the Territory.

Supplier's Standard Supply Terms: the Supplier's standard terms and conditions of supply as communicated to the Distributor and as amended or revised from time to time.

Term: the term of this Agreement, as determined in accordance with Clause 2. **Territory**: the areas specified in Schedule 2.

Trade Marks: the trade mark registrations and applications listed in Schedule 4 and any further trade marks that the Supplier may, by express notice in writing, permit or procure permission for, the Distributor to use in the Territory in respect of the Products.

VAT: value added tax chargeable in Nigeria.

Year: the period of 12 months from the Commencement Date and each consecutive period of 12 months thereafter during the Term.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate

legal personality).

1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.8 This Agreement shall be binding on, and enure to the benefit of, the Parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.

1.9 A reference to writing or written includes fax and email.

1.10Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

1.11References to clauses and Schedules are to the clauses and Schedules of this Agreement.

1.12Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Commencement and duration

This Agreement shall commence on (**Commencement Date**) and shall continue, unless terminated in accordance with Clause 16, for an initial term of Years (**Initial Term**), subject to renewal by the Parties.

3. Appointment

3.1 The Supplier appoints the Distributor as its distributor to market, purchase, distribute and resell the Products in the Territory on the terms of this Agreement, and the Distributor accepts the appointment on those terms.

3.2 The Distributor shall buy the Products for its own account for resale under this Agreement.

3.3 The Distributor shall not:

1. represent itself as an agent of the Supplier for any purpose;
2. pledge the Supplier's credit;
3. give any condition or warranty on the Supplier's behalf;
4. make any representation on the Supplier's behalf;
5. commit the Supplier to any contracts; or
6. otherwise incur any liability for or on behalf of the Supplier.

3.4 The Distributor shall not, without the Supplier's prior written consent, make any promises or guarantees about the Products beyond those contained in the promotional material supplied by the Supplier.

4. **Supply of products**

4.1 The Products shall be delivered by the Supplier to the Distributor [Ex-works/CIF/FOB] as finished products, all packaged and ready for sale.

4.2 Title to the Products shall pass to the Distributor upon delivery of the Products in accordance with Clause 4.1.

4.3 Subject to Clause 4.2, the Supplier reserves the right to reject in whole or in part any order of Products placed by the Distributor that the Supplier considers as unreasonable and in excess of the Distributor’s stock requirements necessary to meet the normal needs of the market.

4.4 The Supplier reserves the right, upon prior notice to the Distributor, to carry out or to appoint any person of its choice to carry out an inspection of the Products at the Distributor’s facilities during normal business hours as well as any Promotional Products in the Distributor’s stock to enable it to verify that the quantity, storage and preserving conditions are satisfactory.

4.5 The Supplier shall use its reasonable endeavours to meet all orders for the Products forwarded to it by the Distributor as soon as practicable, but the Supplier may, at its discretion, refuse any order that it reasonably considers would be impracticable to attempt to meet. The Distributor acknowledges that the Supplier may supply other distributors or customers in priority to the Distributor.

4.6 On giving one (1) month’s notice in writing to the Distributor, the Supplier may vary Schedule 1 as it thinks fit to exclude one or more of the Products from the scope of this Agreement.

4.7 The Supplier may make changes to the specifications of the Products, provided the changes do not adversely affect the quality of the Products. The Supplier shall give notice of any changes to Product specifications to the Distributor as soon as reasonably practicable.

5. **Distributor's undertakings**

5.1 The Distributor undertakes and agrees with the Supplier that at all times during the Term it will:

1. use reasonable endeavours to promote and sell the Products in the Territory and to expand the sale of the Products by all reasonable and proper means and not to do anything which may hinder or interfere with such sales;
2. employ a sufficient number of suitably qualified and trained personnel to ensure the proper fulfilment of the Distributor's obligations under this Agreement;
3. maintain a minimum of sales outlets within the Territory, and in each year make a minimum value of of sales of the Products through those outlets.
4. not resell the Products at a price exceeding the maximum resale price from time to time specified by the Supplier in writing;
5. submit written reports at regular intervals to the Supplier, showing details of stock levels and movements, sales, outstanding customer orders and orders placed by the Distributor with the Supplier that are still outstanding, and any other information relating to the performance of its

obligations under this Agreement that the Supplier may reasonably require from time to time;
6. maintain, on its own account, an inventory of the Products so that it can supply all orders for Products received by it without delay;
7. keep full and accurate books of account and records clearly showing all enquiries, quotations, transactions and proceedings relating to the Products and allow the Supplier, on reasonable notice, access to such accounts and records for inspection;
8. keep all stocks of the Products that it holds in conditions appropriate for their storage, and provide appropriate security for the Products, all at its own cost;
9. insure at its own cost with a reputable insurance company all stocks of the Products as are held by it against all risks which would normally be insured against by a prudent businessperson to at least their full replacement value and produce to the Supplier on demand full particulars of that insurance and the receipt for the then current premium;
10. inform the Supplier immediately of any change in Control of the Distributor, and of any change in its organisation or method of doing business that might be expected to affect the performance of the Distributor's duties under this Agreement;
11. bear the cost of all returns from customers relating to the Products; and
12. pay or ensure payment on the due date to the Supplier of all sums due to the Supplier for sale of the Products.

6. **Supplier's undertakings**

The Supplier agrees that at all times during the Term it shall:

6.1 Provide the Distributor with such information and support as the Supplier, in its sole discretion, considers appropriate to enable the Distributor to enable it to discharge its duties under this Agreement properly and efficiently.

6.2 Endeavour to respond as soon as practicable to any reasonable enquiries from the Distributor concerning the Products.

7. **Prices and payment**

7.1 The prices to be paid by the Distributor to the Supplier for the Products are to be the Supplier's list prices as notified to the Distributor by the Supplier from time to time. The prices applicable as at the Commencement Date are set out in Schedule 4.

7.2 The Supplier shall give the Distributor fourteen (14) days' notice in writing of any increase in the prices of the Products.

7.3 Any and all expenses, costs and charges incurred by the Distributor in the performance of its obligations under this Agreement shall be paid by the Distributor, unless the Supplier has expressly agreed in advance in writing to pay such expenses, costs and charges.

7.4 The Distributor shall pay the full amount invoiced to it by the Supplier in Naira within thirty (30) days from the date of the Supplier’s invoice.

8. **VAT and taxes**

8.1 Unless otherwise agreed in writing, the prices of the Products shall be exclusive of value added tax

(VAT) and any other tax, levy, duty or fee that may be assessed or levied by any taxing authority claiming jurisdiction over this Agreement which, subject to receipt of a valid VAT invoice, shall be payable by the Distributor.

8.2 The Distributor shall be solely responsible for the collection, remittance and payments of all taxes, charges, levies, assessments and other fees of any kind imposed by governmental or other authority in respect of the purchase, sale, importation, lease or other distribution of the Products.

9. **Advertising and promotion**

9.1 The Distributor shall:

1. display advertising materials and other signs provided by the Supplier;
2. observe all directions and instructions given to it by the Supplier for the promotion and advertisement of the Products; and
3. not make any written statement as to the quality or manufacture of the Products without the prior written approval of the Supplier.

9.2 The Supplier shall:

1. approve or reject, in its sole discretion, any promotional information or material or any advertising and promotional programme submitted by the Distributor within twenty-eight (28) days of receipt; and
2. provide the Distributor with information on the advertising and promotion used by the Supplier and, at the cost of the Distributor, supply such quantities of promotional and advertising material as the Distributor shall reasonably request from time to time.

9.3 The Distributor shall ensure that any website that it uses for the sale of the Products complies with the quality standards and criteria as may be communicated by the Supplier.

10. **Supplier's Standard Supply Terms**

The Supplier's Standard Supply Terms shall apply to all sales by the Supplier to the Distributor under this Agreement. If there is any inconsistency between the Supplier's Standard Supply Terms and the provisions of this Agreement, the provisions of this Agreement shall prevail.

11. **Trademarks**

11.1 The Supplier grants to the Distributor the non-exclusive right in the Territory, to use the Trademarks in the promotion, advertisement and sale of the Products, subject to, and for the duration of, this Agreement. The Distributor acknowledges and agrees that all rights in the Trade Marks shall remain in the Supplier, and that the Distributor has and will acquire no right in them by virtue of the discharge of its obligations under this Agreement, except for the right to use the Trade Marks as expressly provided in this Agreement.

11.2 The Distributor shall market and sell the Products only under the Trade Marks, and not in association with any other trademark, brand or trade name.

11.3 The Distributor shall comply with all rules for the use of the Trade Marks issued by the Supplier (including those set out in any trade marks manual issued by the Supplier) and shall not, without the prior written consent of the Supplier:

1. alter or make any addition to the labelling or packaging of the Products displaying the Trade Marks;
2. make any addition or modifications to the Products or to any advertising and promotional materials supplied by the Supplier; or
3. alter, deface or remove any reference to the Trade Marks, any reference to the Supplier or any other name attached or affixed to the Products or their packaging or labelling.

11.4 The Distributor shall not sub-license, assign, transfer, charge, or otherwise encumber the right to use, reference, or designate the Trade Marks to any other party, except as otherwise expressly permitted under this Agreement.

11.5 The Distributor shall not do, or omit to do, anything in its use of the Trade Marks that could adversely affect their validity or reputation.

11.6 The Distributor shall not, at any time during or within one year after termination of this Agreement, in connection with any business similar to that of the Supplier, adopt, use, obtain, register or try to register without the prior written consent of the Supplier a word or symbol or a combination of the two similar to the Trade Marks.

11.7 The Distributor shall immediately on request, enter into any further agreement with the Supplier, in a form satisfactory to the Supplier, necessary for the recording, registration or safeguarding of the Supplier's rights in the Trade Marks or the marketing of the Products under the Trade Marks.

11.8 The Distributor shall promptly give notice to the Supplier in writing if it becomes aware of:

1. any infringement or suspected infringement of the Trade Marks or any other intellectual property rights relating to the Products within the Territory; or
2. any claim that any Product or the manufacture, use, sale or other disposal of any Product within the Territory, whether or not under the Trade Marks, infringes the rights of any third party.

11.9 In respect of any matter that falls within Clause 11.8(a):

1. the Supplier shall in its absolute discretion, decide what action to take in respect of the matter (if any);
2. the Supplier shall conduct and have sole control over any consequent action that it deems necessary and the Distributor shall on being so requested by the Supplier and at the Supplier's cost assist in

taking all steps to defend the rights of the Supplier including the institution at the Supplier's cost of any actions which it may deem necessary to commence for the protection of any of its rights; and

3. the Supplier shall pay all costs in relation to that action and shall be entitled to all damages and other sums that may be paid or awarded as a result of that action.

11.10 The Distributor shall not use the Trade Marks as part of the name under which the Distributor conducts its business, or any connected business, or under which it sells or services any products (except the Products), or in any other way, except as expressly permitted under this Agreement.

11.11 Upon termination of this Agreement for any reason, the Distributor shall immediately stop using all or any part of the Trade Marks.

12. **Compliance with laws and policies**

12.1 The Distributor shall, at its own expense, comply with all laws and regulations relating to its activities under this Agreement, as they may change from time to time, and with any conditions binding on it in any applicable licence, registration, permit and approval.

12.2 The Distributor shall comply with the Mandatory Policies as may be updated them from time to time.

13. **Data protection**

13.1 The following definitions apply in this Clause 13:

Agreed Purposes: promotional activities for the Supplier.

Controller, **processor**, **data subject**, **personal data**, **personal data breach**, **processing** and **appropriate technical and organisation measures**: as set out in the Data Protection Legislation.

Data Protection Legislation: The Nigeria Data Protection Regulation, its implementation framework and other applicable data protections laws.

Permitted Recipients: the Parties to this Agreement, the employees of each Party, any third parties engaged to perform obligations in connection with this Agreement.

Shared Personal Data: the personal data to be shared between the Parties under this Agreement.

13.2 This Clause 13 sets out the framework for the sharing of personal data between the Parties as controllers. Each Party acknowledges that one Party (the **Data Discloser**) will regularly disclose to the other Party, Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

13.3 Each Party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one Party shall constitute a material breach of this Agreement.

13.4 Each Party shall:

1. ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
2. give full information to any data subject whose personal data may be processed under this

Agreement of the nature of such processing. This includes giving notice that, on the termination of this Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
3. process the Shared Personal Data only for the Agreed Purposes;
4. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
5. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by this Agreement;
6. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other Party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
7. not transfer any personal data received from the Data Discloser outside Nigeria unless the transferor ensures that:

1. the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or
2. there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or

iii. the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or

1. one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

13.5 Each Party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each Party shall:

1. consult with the other Party about any notices given to data subjects in relation to the Shared Personal Data;
2. promptly inform the other Party about the receipt of any data subject rights request;
3. provide the other Party with reasonable assistance in complying with any data subject access request;
4. not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other Party wherever possible;
5. assist the other Party, at the cost of the other Party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the information commissioner or other regulator;
6. notify the other Party without undue delay on becoming aware of any breach of the Data Protection Legislation;
7. at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Agreement unless required by law to store the Shared Personal Data;
8. use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
9. maintain complete and accurate records and information to demonstrate its compliance with this

Clause 13; and

10. provide the other Party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the Parties' compliance with the Data Protection Legislation.

13.6 Each Party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified Party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying Party, its employees or agents, provided that the indemnified Party gives the indemnifying Party prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

14. **Product recalls**

14.1 The Distributor undertakes to maintain appropriate, up-to-date and accurate records to enable the immediate recall of any Products or batches of Products from the retail or wholesale markets. These records shall include records of deliveries to customers (including batch numbers, delivery date, name and address of customer, telephone number and email address).

14.2 The Distributor shall, at the Supplier's cost, give any assistance that the Supplier shall reasonably require to recall, as a matter of urgency, Products from the retail or wholesale market.

15. **Limitation of liability**

15.1 The limit and exclusion of the Supplier’s liability under this Agreement shall be .

15.2 The restrictions on liability in this Clause 15 apply to every liability arising under or in connection with this Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

16. **Termination**

16.1 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

1. the other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than twenty-one (21) days after being notified to make such payment;
2. the other Party commits a material breach of this Agreement (other than failure to pay any amounts due under this Agreement) which breach is irremediable or (if that breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
3. the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection

with the winding up of the other Party (being a company, limited liability partnership or partnership);

5. an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other Party (being a company);
6. the holder of a qualifying floating charge over the assets of that other Party (being a company) has become entitled to appoint or has appointed an administrative receiver;
7. a person becomes entitled to appoint a receiver over all or any of the assets of the other Party or a receiver is appointed over all or any of the assets of the other Party;
8. the other Party (being an individual) is the subject of a bankruptcy petition, application or order;
9. a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within fourteen (14) days;
10. the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
11. the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy;
12. the other Party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their own affairs or becomes a patient under any mental health legislation;
13. there is a Change of Control of the other Party; or
14. the other Party purports to assign its rights or obligations under this Agreement (except in accordance with Clause 22 (Assignment and other dealings).

16.2 This Agreement may be terminated immediately by the Supplier, by notice in writing to the Distributor upon the occurrence of any of the following events:

1. if the Distributor infringes any of the Intellectual Property Rights of the Supplier or assists any other person in doing so and fails to rectify such breach to the Supplier’s satisfaction (acting reasonably) within twenty-one (21) days of being requested in writing to do so; or
2. if the Distributor or any of its affiliates engages in Parallel/Grey Importation; or

17. **Consequences of termination**

17.1 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

17.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination , including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

17.3 On termination or expiry of this Agreement:

1. the Distributor shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest;
2. the Supplier shall have the option to buy from the Distributor any stocks of the Products at the same price the Distributor paid for them. To exercise the option, the Supplier must give notice to the Distributor within fourteen (14) days of termination of the Agreement, stating the quantities of

Products it wishes to buy. The Distributor shall deliver such Products to the Supplier within 7 days of receiving the Supplier's notice, and the Supplier shall pay for the Products in full within 30 days of their delivery. The Distributor shall be responsible for the costs of packaging, insurance and carriage of the Products;

3. if the Supplier chooses not to exercise its option to buy back the Products under Clause 17.3(b), or purchases only part of the Distributor's stocks of Products, the Distributor may for a period of one (1) month following termination or expiry of this Agreement, sell and distribute any stocks of the Products that it may have in store or under its control at the time. At the end of this period, the Distributor shall promptly return all remaining stocks of the Products to the Supplier at the expense of the Distributor, or dispose of the stocks as the Supplier directs; and
4. if the Supplier chooses to buy back the Products under Clause 17.3(b), or when the Distributor has disposed of its remaining stocks of Products under Clause 17.3(c), the Distributor shall at the Supplier's option promptly destroy or return all samples, technical pamphlets, catalogues, advertising materials, specifications and other materials, documents or papers that relate to the Supplier's business that the Distributor may have in its possession or under its control (other than correspondence between the parties).

17.4 The termination or expiry of this Agreement shall not of itself make the Supplier liable to pay any compensation to the Distributor, including compensation for loss of profits or goodwill.

17.5 Subject to Clause 17.3, all other rights and licences of the Distributor under this Agreement shall terminate on the date of termination or expiry of this Agreement.

17.6 The Supplier may cancel any orders for Products placed by the Distributor before termination or expiry of this Agreement if delivery would fall due after termination or expiry, whether or not they have been accepted by the Supplier. The Supplier shall have no liability to the Distributor in respect of such cancelled orders.

18. **Confidentiality**

18.1 Each Party undertakes that it shall not at any time, and for a period of two years after termination or expiry of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party, except as permitted by Clause 18.2.

18.2 Each Party may disclose the other Party's confidential information:

1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other Party's confidential information comply with this Clause 18; and
2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
3. No Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

19. **Force majeure**

Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform,

any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for one (1)month, the Party not affected may terminate this Agreement by giving fourteen (14) days' written notice to the affected Party.

20. **Entire agreement**

20.1 This agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

20.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

21. **Variation**

Subject to Clause 4.2, no variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

22. **Assignment and other dealings**

22.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement.

22.2 The Distributor shall not, without the Supplier’s prior written consent, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

23. **Waiver**

23.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

23.2 A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

24. **Severance**

24.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

24.2 If any provision or part-provision of this Agreement is deemed deleted under Clause 24.1, the Parties

shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

25. **Notices**

25.1 A notice given under this Agreement:

1. shall be in writing;
2. shall be sent for the attention of the person, and to the address, specified in this Clause 25 (or such other address or person as each Party may notify to the others in accordance with the provisions of this Clause 25); and
3. shall be delivered personally, by email or courier.

25.2 The address for service of notice is:

Supplier

Name:

Address:

E-mail:

Distributor

Name:

Address:

E-mail:

25.3 Notices shall be deemed to have been received:

1. if sent by post with a reputable courier service, five (5) Business Days after posting exclusive of the day of posting;
2. if delivered by hand or sent by recorded delivery with a reputable courier service, on the day of delivery;
3. if delivered by air mail with a reputable courier service, seven (7) Business Days after posting exclusive of the day of posting;
4. if sent by email, at the time of transmission unless received after normal office hours in the place of receipt in which case it shall be deemed to have been received on the next Business Day in the place of receipt.

26. **No partnership or agency**

26.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other Party, or authorise either Party to make or enter into any commitments for or on behalf of the other Party.

26.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

27. **Announcements**

No Party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this Agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other Parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

28. **Conflict**

If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail.

29. **Rights and remedies**

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

30. **Set-off**

All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

31. **Governing law**

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the Federal Republic of Nigeria.

32. **Jurisdiction**

Each Party irrevocably agrees that the courts of the Federal Republic of Nigeria shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

Schedule 1 The Products

Schedule 2 The Territory

Schedule 3 The Trade Marks

Part 1 Trade mark registrations

Registration Number	Country	Mark	Registration date	Class	Specification

Part 2 Trade mark applications

Registration Number	Country	Mark	Registration date	Class	Specification

Schedule 4 Prices

Schedule 5 Mandatory Policies

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED by the within named SUPPLIER**:**

Signed by for and on behalf of

.....

Director

SIGNED, SEALED AND DELIVERED by the within named DISTRIBUTOR**:**

Signed by for and on behalf of

.....

Director

X

Signature Certificate

Document name: Distribution Agreement

Unique Document ID: D3FF975F80EBAD8E1FA181DA3D4B8D7EC9DA7C21

LEGALLY SIGNED USING WPesignature
Build. Track. Sign Contracts.

Timestamp	Audit
December 10, 2022 6:42 pm WAT	Distribution Agreement Uploaded by ImpactHER Legal Resources - itmanager.impacther@gmail.com IP 197.210.28.138

This audit trail report provides a detailed record of the online activity and events recorded for this contract.