



You only need one job, so get a TipTopJob

Associate Contract

This Contract is made on ____ day of _____ (month) of 200__ between:

TipTopJob (International) Limited, hereinafter called TipTopJob,
a UK Company registered in the UK number: 1388999 and with the registered office at

MDA House, The Grove, Slough, SL1 1ZB, England, United Kingdom

and

(Company/Business name) hereafter called the “Associate”
of

(registered address)

TipTopJob and the **Associate** HEREBY AGREE AND DECLARE that they are bound by this Agreement which shall be construed as incorporating the **TipTopJob Associate Terms and Conditions** annexed to this Agreement.

Other than where expressly stated to the contrary, no amendment or change to this Agreement shall be made without the written consent of both TipTopJob and the Associate.

1 Territory Areas and Services

<i>Country</i>	<i>areas within</i>

- 1.1 For the purposes of this Agreement, the “Territory” shall mean the following Regions, Countries or areas within a Country as defined below.
- 1.2 For the purposes of this Agreement the “Services” shall mean the services provided by TipTopJob to its customers from time to time including, without limitation: online job advertisements on a 7 or 30 day basis on a single or multiple basis and chargeable by TipTopJob on each of its country websites and within a specified industry market (as set out on www.tiptopjob.co.uk from time to time).
- 1.3 online advertising banners for the top of every page or homepage only of a TipTopJob website for each country and within an industry market.
- 1.4 Sponsorships of TipTopJob newsletters, email alerts or personalised newsletters
Website links from a client’s profile page to its own website
- 1.5 Client’s own job frame within its own website using TipTopJob features and software
- 1.6 Market dependent sites [further definition required]

- 1.7 Invoices generated by you, for commission purposes, are split into: a) Within your Territory area which will attract the full amount of sales revenue, and b) Outside this area will attract 50% of the revenue.
- 1.8 TipTopJob have the right to remove any territory with three months notice.

2 Licence period

2.1 In consideration of the Associate complying with its obligations under this Agreement, TipTopJob grants to the Associate a [sole] licence in the Territory to promote, sell and support the Services for a

period from _____ for a period of _____ months or

until the following date _____ (date dd/mm/yyyy)

and the Associate agrees to act in that capacity, subject to the terms of this Agreement.

2.2 TipTopJob shall not during the term of this agreement appoint any other person, firm or company as its associate for the promotion, sell or support the Services in the Territory

2.3 Subject as provided in clause 2.2, TipTopJob shall be entitled to promote, sell and support the Services to customers in the Territory whether or not they have been introduced to TipTopJob by the Associate.

2.4 The Associate shall not solicit any orders for the Services from any person outside the Territory.

3. Obligations of the Associate

3.1 The Associate shall use his best endeavours to promote, sell and support the Services in the Territory, and generally to assist TipTopJob in the solicitation of clients in the Territory. For the avoidance of doubt, whilst the Associate shall be entitled to sell or enter into negotiations or contracts for the sale of the Services on behalf of TipTopJob, the Associate shall not be entitled to sell or to enter into any negotiations or contracts for the sale of the goods on behalf of TipTopJob.

3.2 The Associate shall conduct the promotion, sale and support of the Services in the Territory with all due care and diligence and shall cultivate and maintain good relations with clients and potential clients in the Territory in accordance with sound commercial principles.

3.3 The Associate shall procure that he and/or his representatives:

- make themselves available, at all reasonable times and upon reasonable notice, to TipTopJob for the purposes of consultation and advice relating to this agreement and the Services;
- at the expense of the Associate attend meetings with representatives of TipTopJob and such clients or prospective clients in the Territory as may be necessary for the performance of its duties under this Agreement;
- make such calls upon members or potential members in the Territory for the purpose of promoting, selling and supporting the Services as the Associate may think fit;
- attend such trade exhibitions and other sales outlets in the Territory as TipTopJob or the Associate may think commercially suitable for the purpose of promoting the Services.



The Associate shall promptly notify TipTopJob of all enquiries concerning, and orders for, the Services which it receives from customers and prospective customers both within and outside the Territory.

- 3.4 The Associate shall be responsible for obtaining all licences, permits and approvals which are necessary or advisable for the promotion, sale and support of the Services in the Territory and for the performance of his duties under this Agreement.
- 3.5 The Associate shall from time to time keep TipTopJob fully informed of the Associate's promotional, marketing, sales and support activities in respect of the Services.
- 3.6 The Associate shall keep TipTopJob informed of conditions in the market for the Services in the Territory, and of competing services and the activities of TipTopJob's competitors in the Territory.
- 3.7 The Associate shall promptly inform TipTopJob of:
 - any complaint or after-sales enquiry concerning the Services which is received by the Associate;
 - and any matters likely to be relevant in relation to the sale of or use or development of the Services within or outside the Territory.
- 3.8 The Associate shall not:
 - pledge the credit of TipTopJob in any way;
 - use any advertising, promotional or selling materials in relation to the Services except those supplied or approved by TipTopJob;
 - engage in any conduct which in the opinion of TipTopJob is prejudicial to TipTopJob's business or the promotion, sale or support of the Services generally; or
 - except with TipTopJob's prior written consent, during the term of this Agreement and for a period of one year following the termination or expiry of this Agreement, be involved directly or indirectly in the development, promotion, marketing or sale or support of any services in the Territory which compete with the Services.

4. Office location

TipTopJob will be located locally at the following address:

The **Associate** shall maintain serviced office premises at the following address(es) or such other location approved in writing by TipTopJob, such other location to include the maintenance of a post box facility:

5. Hours of Operation

The Associate will be expected to operate minimum office opening times as follows:

Sales people:	Monday to Friday	<u>09:00-17:30</u>	local times
Support people:	Monday to Friday	<u>08:00-19:00</u>	local times
	Saturday & Sunday	<u>09:00-17:30</u>	local times
	Public holidays	_____	local times

6. Duration and Termination

- 6.1 This Agreement shall come into force on the date of this Agreement and, subject as provided in Clauses 6.2, 6.3, 6.4 6.5 and 6.6, shall continue in force for a period the period set out in clause 2.1 unless or until terminated by either party giving to the other not less than [three] months' written notice at any time.
- 6.2 If in any three consecutive months of this Agreement the Associate fails to achieve the Activity Target, set at 3 times the first Band level in Clause 8.1 or as otherwise agreed between the parties over a period of any three consecutive months, TipTopJob shall be entitled, by giving not less than one month's written notice to the Associate, to terminate this Agreement.
- 6.3 If the Associate is a company, if at any time control (as defined in section 840 of the Income and Corporation Taxes Act 1988) of the Associate is acquired by any person or group of connected persons (as defined in section 839 of that Act) not having control of the Associate at the date of this Agreement, the Associate shall forthwith give written notice to TipTopJob identifying that person or group of connected persons and CCL shall be entitled, by giving not less than one month's written notice to the Associate within 21 days after the notice from the Associate was given, to terminate this Agreement.
- 6.4 Either party shall be entitled forthwith to terminate this Agreement by written notice to the other if:
- that other party commits any breach of any of the provisions of this agreement and, in the case of a breach capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
 - an encumbrancer takes possession or a receiver is appointed over any of the property or assets of that other party;
 - that other party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
 - that other party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting there from effectively agrees to be bound by or assume the obligations imposed on that other party under this agreement);
 - that other party is made bankrupt;
 - anything which, under the law of any jurisdiction, is analogous to any of the acts or events specified in this clause 6.4; or
 - that other party ceases, or threatens to cease, to carry on business; or
 - in the case of the Associate (if he is an individual), he dies or is critical ill for a period in excess of 3 months.
- 6.5 For the purposes of clause 6.4, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).
- 6.6 Any waiver by either party of a breach of any provision of this agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision of this Agreement.

7. Consequences of Termination

- 7.1 Upon the termination of this agreement for any reason:

- 7.1.1. the Associate shall within 30 days send to TipTopJob, or otherwise dispose of in accordance with the directions of TipTopJob, all advertising, promotional or sales material relating to the Services then in the possession of the Associate;
 - 7.1.2. the Associate shall cease to promote, market, advertise or solicit or sell the Services;
 - 7.1.3. the confidentiality and intellectual property rights provisions shall continue in force in accordance with their terms;
 - 7.1.4. the Associate shall have no claim against TipTopJob for compensation for loss of agency rights, loss of goodwill or any similar loss (except unpaid Bonus) save always that if termination of this Agreement was by TipTopJob in accordance with the provisions of Clause 6.1, TipTopJob shall comply with the provisions of Clause 7.6.
- 7.2 If and to the extent that the Commercial Agents (Council Directive) Regulations 1993 (as from time to time amended) apply, and provided that the Associate gives notice of its intention as required hereunder, the Associate shall, unless any of the circumstances mentioned in Regulation 18 of those Regulations applies, have the right to be indemnified as provided in Regulation 17 of those Regulations. For the avoidance of doubt, the Associate shall have no right to any compensation under those Regulations on termination of this Agreement and the parties acknowledge that this Agreement is not intended to fall under the Regulations in any event.
- 7.3 Subject as otherwise expressly provided in this Agreement and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under this Agreement.
- 7.4 The costs incurred by the Associate in complying with clause 7.1 shall, where the termination is by the Associate under Clause 6.4, be for the account of TipTopJob and, in any other case, be for the account of the Associate.
- 7.5 The Associate agrees that TipTopJob may, during the period of three months ending on the date of termination of this Agreement, appoint a successor to the Associate and may introduce that successor to clients and potential clients and allow that successor to make itself known as TipTopJob's associate so as to be able to commence business from the day after expiry or termination of this Agreement.
- 7.6 In the event of termination of this Agreement by TipTopJob under Clause 6.1 (and only in those circumstances), TipTopJob agrees to continue to pay to the Associate Bonus in accordance with Clause 8 SUBJECT ALWAYS to there be applied a reduction in such Bonus a discount of 50% to account for the costs of TipTopJob in replacing the Associate.

8. Bonus

- 8.1 In consideration of the obligations undertaken by the Associate under this Agreement, TipTopJob shall pay the Associate Bonus (the "Associate's Bonus") calculated in accordance with the provisions of Clauses 8.2 and 8.3 below.
The Associate's Bonus shall be calculated by adding together the total revenue, as defined below, and the total applied to a scale of Bonus as follows:
- | | | | | |
|------------------------|----|---|----|-----|
| On monthly values from | £0 | - | £0 | 30% |
| | £0 | - | £0 | 40% |
| | £0 | - | £0 | 50% |
- 8.2 The different types of revenue can be obtained by:

- 8.2.1 **Your Sales within your Territory:** A sum equal to **100%** of the Net Invoice Price of Services which, at any time during the continuance and within 3 months after the termination of this Agreement, are paid to TipTopJob by a client introduced by the Associate in the Territory;
- 8.2.2 **Sales by others within your Territory:** A sum equal to **50%** per cent of the Net Invoice Price of Services until the termination of this Agreement;
- 8.2.3 **Direct Sales within your Territory:** A sum equal to **100%** of the Net Invoice Price of Services arising from direct applications from clients in the Territory to TipTopJob until the termination of this Agreement; and
- 8.2.4 **Your Sales outside your Territory:** A sum equal to **50%** of the Net Invoice Price of Services which at any time during the continuance of this Agreement are paid to TipTopJob by a client introduced by the Associate but which has a Head Office (and is therefore billed by TipTopJob) outside the Territory; and
- 8.2.5 Any other sums or Bonus as are advised to the Associate by TipTopJob from time to time in writing.
- 8.3 For the purposes of Clause 8.2, the Net Invoice Price shall mean, in relation to any Services, the price charged by TipTopJob to the relevant client for the Services less:
- any turnover tax, value added tax or other sales tax payable;
 - any charges in respect of transport or insurance included; and
 - any allowances, discounts, rebates or returns in respect of the Services;
- 8.4 TipTopJob shall:
- within 28 days after the end of each Month during the continuance of this Agreement and after the end of each month falling within 3 months after its termination send to the Associate a statement showing:
 - the aggregate Net Invoice Price of each description of Services sold to clients introduced by the Associate in the Territory by TipTopJob during that month; and
 - the aggregate Net Invoice Price of the Services sold or renewed (due to the efforts of the Associate) in the Territory by TipTopJob during that month; and
 - the Bonus thereon to which the Associate is entitled pursuant to Clause 8.1.
- 9. Payment**
- 9.1 TipTopJob shall send to the Associate a statement at the end of each month listing the Invoices and Payments that relate to their Account.
- 9.2 The Associate will send an appropriate invoice to TipTopJob for the total amount of the Bonus, plus any Taxes that are appropriate, and shall send to the Associate a remittance in sterling or other currency that both agree (by direct bank transfer to the Associate's nominated bank account).
- 9.3 TipTopJob shall keep separate records and accurate accounts of all sales of the Services made by it in the Territory and shall permit the Associate or its duly appointed representatives to inspect all such records and accounts and take copies at all reasonable times (but not exceeding once in any Month).
- 9.4 TipTopJob shall, if so requested by the Associate (at the Associate's cost), within 30 days after the end of any Year of this Agreement [or after the end of the 12-month period following the termination of this Agreement], provide to the Associate a report from its external auditors as to accuracy of the information submitted by it in respect of that Year or period pursuant to clause 9.2.

- 9.5 TipTopJob shall pay the Bonus due to the Associate hereunder without any deduction other than such amount (if any) as it is required to deduct by law. If TipTopJob is required to make such deduction by law, it shall do all things in its power which may be reasonably necessary to enable or assist the Associate to claim exemption there from under any double tax or similar agreement from time to time in force and shall from time to time give to the Associate proper evidence as to the deduction and payment over of the tax or sums withheld.
- 9.6 All sums payable under this agreement are exclusive of any value added tax or other applicable sales tax, which shall be added to the sum in question or otherwise, included in any relevant calculation, and where any withholding tax or similar deduction is required to be made, the sum in question shall be paid net of that deduction.
- 9.7 Where Credit card disputes appear, these sums will be deducted until the dispute is cleared. Credit card payments are paid at the net amount received, i.e. less the Credit card Commission deducted.

10. Restrictive Covenants

- 10.1 The Associate covenants and undertakes with TipTopJob itself that it will not directly or indirectly make use of or disclose for or on behalf of any other person any confidential business information belonging to TipTopJob or any confidential information (including but not limited to the identity of customers and suppliers, terms of trading, costings, financial information, market research, sales policies or proposed developments or expansion of business) relating to the business or affairs of TipTopJob.
- 10.2 The Associate covenants and undertakes with TipTopJob that it will not directly or indirectly:-
- for the period of 6 months from the date of termination of this Agreement for whatever reason either on its own account or in conjunction with or on behalf of any person and whether as principal, partner, agent, director, employee, consultant or otherwise carry on or be directly or indirectly concerned, engaged, interested or assist in carrying on any business which is the same as or similar to or in competition with TipTopJob's business at that time ("Restricted Business"); nor
 - for the period of six months from the date of termination of this Agreement for whatever reason either on its own account or in conjunction with or on behalf of any person directly or indirectly solicit or obtain or endeavour to solicit or obtain in relation to the Restricted Business the custom of any person who at any time during the twelve months immediately preceding that date of termination was a customer of TipTopJob and with whom or which it had established or was in the process of establishing a business relationship nor will it in connection with the Restricted Business use its personal knowledge or influence over any such customers or any person known to it as contracting with or having dealings with TipTopJob for his own benefit or that of any other person; nor
 - in connection with any business which competes or is likely to compete with the Restricted Business, use, or procure the use of, any business or trade name or distinctive mark, style or logo used by TipTopJob at any time during the 3 years immediately preceding the date of termination of this Agreement for whatever reason or anything intended or likely to be confused with any of them; nor

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- 10.3 The restrictions contained in Clauses 10.1 and 10.2 are considered reasonable by the parties but in the event that any such restrictions shall be found to be invalid but would be valid if some part thereof were deleted or the period or area of application reduced or amended any such restrictions shall apply with such modification as may be necessary to make it valid and effective.
- 10.4 Each covenant contained in Clauses 10.1 and 10.2 shall be read and construed independently of the other covenants so that if one or more shall be held to be invalid as an unreasonable restraint of trade or for any other reason whatsoever then the remaining covenants shall be valid to the extent that they are not held to be so invalid.

This **AGREEMENT** is signed as a Deed :

	<i>(Company Name)</i>
<i>acting by</i>	
<i>Director</i>	
<i>Director/Secretary</i>	
<i>Date</i>	

and

<i>by</i>	TipTopJob (International) Limited
<i>acting by</i>	
<i>Director</i>	
<i>Director/Secretary</i>	
<i>Date</i>	