



Consultancy Agreement (Sales and Marketing Services)

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CONSULTANCY AGREEMENT (SALES AND MARKETING SERVICES)

THIS AGREEMENT is made on the date specified in the Schedule

PARTIES:

1. The party identified in the Schedule and hereinafter referred to as **“the Company”**
2. The party identified in the Schedule and hereinafter referred to as **“the Consultant”**

PREAMBLE:

- A. The Company requires the services of a consultant with sales and marketing skills.
- B. The Consultant agrees to provide and the Company agrees to accept the required services on the terms and conditions of this Agreement

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following definitions apply unless the context otherwise requires:

“Agreement” includes the preamble and the schedules and any annexure to this document and any matter incorporated by cross-reference.

"Confidential Information" means information that is by its nature confidential or is designated by a party as confidential and includes information:

- (a) comprised in or relating to any Intellectual Property Rights of a party;
- (b) relating to the financial position of a party or to any matter that does or may affect the financial position or reputation of a party;
- (c) relating to the personnel of a party or to its commercial or product policies or strategies;