
AGENT AGREEMENT

BETWEEN

[full legal name entity 1]

AND

[full legal name entity 2]

DATED

[date, year]

TABLE OF CONTENTS

Article 1	Definitions	4
Article 2	Appointment as Agent	5
Article 3	Acceptance and Obligations of Agent	5
Article 4	Obligations of Principal	6
Article 5	Commission	6
Article 6	General Payment Terms	6
Article 7	Trademarks	7
Article 8	Limitations of Liability	7
Article 9	Terms and Termination	8
Article 10	Obligations on Termination	8
Article 11	Amendments	9
Article 12	General Compliance	9
Article 13	Force Majeure	10
Article 14	Notices	10
Article 15	Applicable Law - Dispute Settlement	10
Article 16	Miscellaneous	11
APPENDIX A - List of products		13
APPENDIX B - Territory		14
APPENDIX C - Commission rates		15

AGENT AGREEMENT

This Agent agreement (“**the Agreement**”) is considered a written confirmation of what has been agreed as from [date, year] (“**Effective Date**”),

BETWEEN

1. [full legal name entity 1], a company established under the laws of [country] and having its registered office at [full address], [country], duly represented by [full name and function], hereinafter referred to as “**Principal**”;

AND

2. [full legal name entity 2], a company established under the laws of [country] and having its registered office at [full address], [country], duly represented by [full name and function], hereinafter referred to as “**Agent**”;

Jointly hereinafter referred to as “**Parties**”

PRELIMINARY STATEMENTS

- Both Principal and Agent form a part of the [XYZ] group of companies;
- Principal is a company engaged in the business of manufacturing and selling [insert description of products], which it wishes to sell within the Territory (as hereinafter defined);
- Principal has decided that it is in the best interest of the group to introducing and selling its Products to potential buyers in the Territory through Agent.
- Parties have discussed in sufficient detail the effectiveness of the organization to meet the objectives set forth in this Agreement, the related costs, and have verified the reciprocal benefit pursuant to the signing of this Agreement;
- Consequently, Principal and Agent desire to enter into an agreement for an indefinite term subject to the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, PRINCIPAL AND AGENT AGREE AS FOLLOWS:

Article 1 Definitions

1. For the purpose of this Agreement, the following terms shall have the meaning assigned to them below unless the context requires otherwise:

consult with and assist Principal in developing marketing plans for the sale of the Products in the Territory.

4. Agent shall follow any specifications from Principal regarding the content, frequency, media selection and other aspects of advertising and marketing of the Products.
5. Agent shall promptly convey to Principal general market data available to it, including but not limited to customer requirements with respect to the Products, market analyses, competition, and market driven requests for new Products.
6. Agent shall maintain such records and accounts as are requested by Principal relating to the performance of Agent's obligations under this Agreement. Principal shall have access to Agent's premises for inspection during normal business hours. Agent shall also comply with all other reporting requirements imposed by Principal under this Agreement.
7. Agent, in the performance of its duties and obligations under this Agreement, shall not engage in any deceptive, misleading, illegal or unethical business practice.

Article 4 Obligations of Principal

1. Principal shall make the required arrangements and provide Agent with the necessary materials in order to assist Agent in performing its obligations under this Agreement.
2. Principal shall inform Agent in a timely manner before implementation of any changes in the Territory, the Products, prices and marketing and sales materials.

Article 5 Commission

1. Principal shall pay Agent a commission as specified in Appendix C, as updated from time to time by Principal. The commission may be changed quarterly and upon prior written notice to the Agent.
2. Principal and Agent agree to negotiate, in good faith, adjustments to the commission required by significant market deteriorations, special programs, or other unforeseen circumstances, which would otherwise cause Agent significant adverse financial consequences.

Article 6 General Payment Terms

1. The Principal shall pay to a bank account designated by Agent the amount of the Commission accrued by the Agent within ninety (90) days from the date in which the Commission accrued.

Article 13 Force Majeure

Neither Party shall be liable to the other for its failure to perform any of its obligations hereunder during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, war, embargo, strike, riot, inability to secure materials and transportation facilities, or the intervention of any governmental authority, in each case not otherwise invoking a breach of this Agreement. If such delay continues for more than sixty (60) days, the Party damaged by the inability of the other Party to perform shall have the right to terminate this Agreement immediately upon written notice.

Article 14 Notices

All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, or otherwise delivered by hand, messenger or by telecommunication to the address of the applicable Party specified below:

If to Principal:

[attn..[name]]

[full address]

[email address]

If to Agent:

[attn..[name]]

[full address]

[email address]

or to such other address or addresses as either Party may, from time to time, designate as to itself.

Article 15 Applicable Law - Dispute Settlement

1. This Agreement shall be governed by and construed in accordance with and subject to the laws of [country].
2. Any dispute, controversy or claim arising under, out of, or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall, if possible, be finally settled amicably by negotiation between Principal and Agent. If such dispute, controversy or claim cannot be amicably settled, then the dispute, controversy or claim shall be brought exclusively before the courts in [country].

Parties shall negotiate in good faith, a substitute, valid and enforceable provision which most nearly effects the Parties' intent in entering into this Agreement.

8. This Agreement may be executed in two (2) or more counterparts, all of which, taken together, shall be regarded as one and the same instrument.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT, TO BE EFFECTIVE AS OF THE EFFECTIVE DATE.

[full legal name of legal entity 1]

[full legal name of legal entity 2]

Signed by

Name:

Title:

Date:

Signed by

Name:

Title:

Date:

DRAFT