

AGENCY AGREEMENT CONTRACT

Location: _____ Effective Date: _____

Principal Information:

Full Legal Name: _____

Type of Entity: _____

Address: _____

Phone/Email: _____

Agent Information:

Full Legal Name: _____

Type of Entity: _____

Address: _____

Phone/Email: _____

Recitals:

WHEREAS, Principal desires to appoint Agent as its authorized agent to represent, promote, and facilitate business on behalf of Principal under the terms and conditions set forth herein; and WHEREAS, Agent agrees to accept such appointment and perform the duties as stipulated in this Agreement.

Section 1 – Appointment and Authority

Principal hereby appoints Agent as its exclusive/non-exclusive agent for the specified territory or purpose, with authority to act on Principal's behalf solely as expressly provided in this Agreement.

Section 2 – Duties and Obligations of Agent

Agent agrees to perform the duties diligently and in good faith, including but not limited to marketing Principal's products or services, soliciting orders, and providing timely reports to Principal. Agent shall comply with all applicable laws and regulations.

Section 3 – Duties and Obligations of Principal

Principal shall provide Agent with necessary information, materials, and support to enable Agent to perform its duties. Principal agrees to honor all contracts and agreements entered into by Agent within the scope of this Agreement.

Section 4 – Compensation and Payment Terms

Agent shall be entitled to commissions or fees as mutually agreed, payable within the specified period after receipt of payments by Principal. No other compensation shall be owed unless agreed in writing.

Section 5 – Term and Termination

This Agreement shall commence upon execution and continue until terminated by either party with written notice. Termination shall not affect accrued rights or obligations.

Section 6 – Confidentiality

Each party agrees to maintain in confidence all proprietary and confidential information received from the other party during the course of this Agreement, and not to disclose such information except as required by law or with prior

written consent.

Section 7 – Non-Competition and Non-Solicitation

During the term of this Agreement and for a period thereafter, Agent shall not engage in activities competitive with Principal's business nor solicit Principal's customers or employees in violation of this Agreement.

Section 8 – Independent Contractor

Agent is engaged as an independent contractor and shall not be deemed an employee, partner, or joint venturer of Principal. Agent shall be solely responsible for all taxes and obligations arising from its business.

Section 9 – Indemnification

Each party agrees to indemnify and hold harmless the other from any claims, damages, or liabilities arising out of breaches of this Agreement or negligent acts.

Section 10 – Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the State of _____ without regard to conflict of laws. Any disputes shall be resolved through arbitration or litigation as agreed herein.

Section 11 – Notices

All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail, recognized overnight courier, or electronic means with confirmation, addressed to the parties' principal offices.

Section 12 – Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions and agreements, oral or written.

Section 13 – Amendments

Any modification or amendment of this Agreement shall be effective only if in writing and signed by authorized representatives of both parties.

Section 14 – Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder shall remain in full force and effect.

Section 15 – Waiver

No waiver of any breach or default shall constitute a waiver of any subsequent breach or default.

Section 16 – Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without prior written consent of the other party.

Section 17 – Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including acts of God, war, or governmental actions.

Section 18 – Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Section 19 – Headings

Headings in this Agreement are for convenience only and shall not affect the interpretation of any provision.

Section 20 – Signatures

The parties have executed this Agreement as of the date first written above by their duly authorized representatives.

PRINCIPAL'S SIGNATURE

AGENT'S SIGNATURE

Signature: _____

Signature: _____

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