

AGENCY AGREEMENT

PARTIES

- This Agency Agreement (hereinafter referred to as the “**Agreement**”) is entered into on _____ (the “**Effective Date**”), by and between _____, with an address of _____, (hereinafter referred to as the “**Principal**”) and _____, with an address of _____, (hereinafter referred to as the “**Agent**”) (collectively referred to as the “**Parties**”).
- The Parties agree that the Agent will be the representative of the Principal in performing the services set forth in this Agreement.

LIST OF SERVICES PROVIDED AND THEIR PRICES

- During the period of this Agreement, the Agent shall have the responsibility of performing and providing the following services to the Principal (hereinafter referred to as “**Services**”):
 1. _____
 2. _____
 3. _____
 4. _____
 5. _____
 6. _____
 7. _____
 8. _____
 9. _____
 10. _____

APPOINTMENT

- Hereby, the Principal agrees to appoint the Agent as its agent to perform the Services on behalf of the Principal.

SCOPE OF AUTHORITY

- The list of Services in this Agreement limits the Agent’s authority to bind the Principal.

- Hereby, the Parties agree that the Agent is not entitled to bind the Principal in any matter other than for the Services in this Agreement.

TERM

- This Agreement shall be effective on the date of signing this Agreement (hereinafter referred to as the “Effective Date”) and will end on _____.
- Upon the end of the term of the Agreement, this Agreement will not be automatically renewed for a new term.

COMPENSATION

- Hereby, the Parties agree that the Agent will be paid by means of invoicing the Principal via the following means:

RELATIONSHIP OF THE PARTIES

- Hereby, the Parties agree that this is a non-exclusive agreement and that the Parties are not to be regarded as employer-employee.

CONFIDENTIALITY

- All terms and conditions of this Agreement and any confidential information provided by the Principal to the Agent and vice versa during the term of the Agreement must be kept confidential, unless the disclosure is required pursuant to process of law.
- Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the Parties.
- The Parties’ obligation to maintain confidentiality will survive termination of this Agreement and will remain in effect indefinitely.

INTELLECTUAL PROPERTY

- Hereby, the Agent agrees that any intellectual property provided to him/her by the Principal will remain the sole property of the Principal and vice versa including, but not limited to, copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, confidential information or trade secrets.
- The Agent will refrain from using such intellectual property upon the termination of this Agreement.

TERMINATION

- This Agreement may be terminated in the event that any of the following occurs:
 1. Immediately, in the event that one of the Parties breaches this Agreement.
 2. At any given time by providing written notice to the other party _____ days prior to terminating the Agreement.
 3. By the Principal in the event of the Agent's breach of this Agreement and/or due to insolvency, bankruptcy and/or liquidation.
 4. By the Agent in the event of the Principal's breach of this Agreement and/or due to insolvency, bankruptcy and/or liquidation.
- The Principal will be responsible for paying for all the Services conducted by the Agent until the date of termination, except in the event of a breach of this Agreement by the Agent.
- Upon terminating this Agreement, the Agent will be required to return all the Principal's products and/or any other content (if any) at his/her earliest convenience, but not beyond _____ days.

REPRESENTATION AND WARRANTIES

- The Parties agree and disclose that they are fully authorized to enter this Agreement. The performances and obligations of both Parties may not violate the rights of any third party or violate any other agreement made between them and/or any other organization, person, business or law/governmental regulation.

LIMITATION OF LIABILITY

- Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of, or relating to, this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in the event that such is not related to the direct result of one of the Parties' negligence or breach.

INDEMNITY

- The Parties agree not to indemnify and hold one another harmless. This also applies to their affiliates, agents, officers, employees, and/or successors. The Parties in this Agreement hereby in addition agree to assign against all (if any) claims, liabilities, damages, losses, penalties, punitive damages, expenses, any arising reasonable legal fees and/or costs of any kind or any amount that may arise. This includes, but is not limited to, any amount which may result from the negligence of or the breach of this Agreement by the party that is indemnified, its successors and assigns that occurs in terms of this Agreement.

- This section will remain in full force and tact as well as effect, even upon the termination of the Agreement naturally, or the early termination by either of the Parties.

SEVERABILITY

- In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of _____.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be in writing, where they must be signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

ASSIGNMENT

- The Parties are not entitled to assign the responsibilities that they have under this Agreement to anyone else unless both Parties agree to the assignment and provide such agreement in writing.

ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

ALTERNATIVE DISPUTE RESOLUTION

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to arbitration/mediation/negotiation (circle one) in accordance with, and subject to the laws of _____.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

AGENT

Name: _____

Signature: _____

Date: _____

PRINCIPAL

Name: _____

Signature: _____

Date: _____