

AGENCY AGREEMENT

between

[_____]

and

[_____]

AGENCY AGREEMENT**The Undersigned:**

1. [_Mr./Ms.____], residing at _____, hereinafter referred to as "**Agent**";

Or

[_____] , a private company with limited liability incorporated under Dutch law, with its registered office in _____, having its principal place of business at _____, hereinafter referred to as: "**Agent**", duly represented by its legal representative,;

and

2. [_____] , a private company with limited liability incorporated under Dutch law, with its registered office in _____, having its principal place of business at _____, hereinafter referred to as: "**Principal**", duly represented by its legal representative,;

The Undersigned will hereinafter individually be referred to as "**Party**" and together as the "**Parties**"

WHEREAS

- (a) the Principal has a company which business is trade in products on the market for _____products. The Principal desires to appoint an agent as Principals authorized agent of the Products (as hereinafter defined) in the Territory (as hereinafter defined) on the terms and conditions set forth herein;
- (b) the Agent desires to obtain an appointment to become Principal´s authorized agent of the Products in the Territory subject to the terms and conditions set forth herein.
- (c) in consideration of the aforementioned statements, which shall form an integral and substantial part of this Agreement, and of the mutual agreements contained herein, Parties wish to lay down the terms and conditions of the appointment:

Have agreed as follows:**1 Appointment**

Principal hereby appoints the Agent as its agent to act as an intermediary - for the account of and on behalf of the Principal - in concluding sales agreements concerning the Products within the Territory. The Agents accepts the appointment. Parties declare that the Products are known by both of them.

2 Term

2.1 The commencement date of this agreement is [_____] 20____. This agreement is entered into for a defined/indefined period.

In case of defined

2.2 *Notwithstanding the fact that Parties continue this agreement after the expiry of the defined period without having entered into a new written agreement, the new agreement will be deemed to be based on the same terms and conditions with a duration of again [term].*

2.3 Parties are authorized to an early termination the agreement if Parties have continued the agreement after expiry of the first term. Parties have to take into account a notice period of [term]. In any case this agreement will end after expiry of the second term of [term], more precisely ultimately at [date].

3 Territory

3.1 The Territory is: [countries]

3.2 The Agent shall fulfill its obligations within this territory on a exclusive basis, meaning excluded other agents.

3.3 The Principal is allowed to conclude sales agreements with purchasers established within the Territory or to sell the Products within the Territory for example by means of a sales office.

4 Obligations of Agent

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- 4.1 The Agent agrees to use its best efforts to fulfill its obligations under this agreement. The Agent shall inform the Principal on market conditions and on the market position of the Principal in the Territory.
- 4.2 The Principal shall support the Agent in the fulfillment of its obligations by means of:
- *[making available all Product information/an example of the Products];*
 - *[providing general sales terms and conditions and valid pricelists];*
 - *[providing all other necessary information and directions]*
- 4.3 During and for the period of one year after termination of this agreement the Agent shall not directly nor indirectly be involved with the sales or trade of any product that is comparable to and/or competitive and/or could serve as a substitute for the Product.

5 Target

- 5.1 Parties agree upon the following target: *[number of concluded salesagreements/contract value within certain period]*. For the effect of this clause a sales agreement concerning the Products is concluded *at the date of signing the sales agreement by both the Principal and purchaser/at the date of payment by the purchaser/at the date of delivery of the Product*.
- 5.2 The Principal is allowed to early termination of this agreement with the Agent in the event the Agent does not meet its target. The Principal will take into account a notice period of 14 days and will terminated the agreement by registered mail.

6 Right on commission payment

- 6.1 The Agent is allowed to payment of commission on a quarterly basis. The commission is calculatted based on all delivered and invoiced direct orders. The commission will be payable provided that the purchaser has fulfilled all its obligations of the sales agreement to the Principal. The purchaser is deemed to have fulfilled its obligations at the moment the Principal has received its payment for the Products.
- 6.2 The following percentages of commission shall apply:

Product	Commission as percentage of the <i>sales price/ contract value</i>

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- 6.3 A direct order is a order resulting in a sales agreement on the Product entered into between the Principal and the purchaser, which sales agreement is a concluded through the active intermediation of the Agent. An indirect order is a order resulting in a sales agreement on the Product entered into between the Principal and the purchaser, which sales agreement is concluded without active intermediation of the Agent, for example (but not limited to) an order resulting in a sales agreement with a purchaser established in the Territory directly concluded with the Principal or during a trade fair.
- 6.4 The commission as agreed upon will be the sole payment the Agent is entitled to. Meaning that for example (but not limited to this example) the Agent is not entitled to any remuneration in the event the Principal will not use or decrease the use of the intermediation services of the Agent.

7 Payment and exigibility of commission

- 7.1 The Agent is entitled to the reimbursement of its expenses on a reimbursement basis in Euro ´s. The reimbursement shall exist of: representation costs and communication costs.
- 7.2 The Agent will monthly provided the Principal with a expenses form and the substantiation of its claim on reimbursement. The communication costs will be substantiate by invoices. The representation costs will not exceed the amount of Euro....ex VAT. The reimbursement is deemed to be an advance payment of the commission due and payable and will be settlement at the moment the commission payment is due and payable.
- 7.3 The Principal will provide the Agent on a quarterly basis a specified commission overview. This overview will be provided to the Agent before every 15th day of the month following the period concerning the commission payment. This overview will mention the orders received from the Agent during the three previous months. The overview will also mention the total amount of commission due and payable with reference to the specific received orders the commission is based upon.
- 7.4 The Agent will inform the Principal on short notice on its acceptance of the overview.

- 7.5 The Principal will every quarter provide the Agent with a settlement proposal mentioning the advanced payments (e.g. reimbursement) and the amount of commission due and payable. The Principal will pay the amount due to the Agent within 14 days. In the event the settlement proposal shows that the amount of advanced payments exceeds the amount of commission due and payable to the Agent, no further payments will be made to the Agent.

8 Effects of termination

At termination of this agreement the Agent is obliged to immediately cease its intermediation services, included but not limited to the use of the name of the Principal, and to return all received (promotional) material received from or provided by the Principal during this agreement.

9 Jurisdiction and Governing Law

- 9.1 This agreement shall be governed by, construed and enforce with the laws of the Netherlands.
- 9.2 All disputes arising between Parties as a result of or in connection with this agreement or the execution thereof, shall first and only be submitted for assessment to the competent Dutch court in the district of Amsterdam, unless provisions of mandatory Dutch law prescribe otherwise.

10 Miscellaneous

- 10.1 Changes of or additions to this agreement are only valid if agreed upon in writing.
- 10.2 Any provision, section or subsection of this agreement which is, or becomes, illegal, invalid or unenforceable shall, pursuant to applicable law, be severed from this agreement and be ineffective to the extend of such illegality, invalidity or unenforceability and shall not effect or impair the remaining provisions hereof, being it understood that such provision, section or subsection of this agreement which is, or becomes, illegal, invalid or unenforceable shall be deemed replaced by a valid provision which shall reflect their original understandings and intention of the Parties.

Agreed upon in twofold and undersigned at [_____] on [_____] 20__

Principal

Agent