

AGENCY AGREEMENT

Memorandum of Agreement entered at {{ Place }} on {{ dd_mm_yy }}

BETWEEN

{{ Principal }}, office registered at {{ Principal_Address }}, herein referred to as Principal,
represented by {{ P_Sole_Proprietor_or_Partner_or_DulyAuthorizedMemberOfStaff_or_NA }},
{{ A_Mr_or_Ms }} {{ Principal_Representative }}

AND

{{ Agent }}, office registered at {{ Agent_Address }}, herein referred to as Agent, represented
by {{ A_Sole_Proprietor_or_Partner_or_DulyAuthorizedMemberOfStaff_or_NA }},
{{ A_Mr_or_Ms }} {{ Agent_Representative }}

Entering into an agreement for the appointment of the agent for the principal for the purpose of
{{ Purpose_of_Appointment }} for which the parties are witness to the terms and conditions
given below:

TERMS AND CONDITIONS TO THE AGREEMENT

1. That the relationship between the parties becomes one of principal and agent and nothing else unless the same is agreed upon in a different agreement or letters or any correspondence between the parties.
2. That the Principal is hiring the agent for the purpose of {{ Purpose_of_Appointment }}
3. That the Agent {{ Will_or_Will_Not }} be the sole agent of the principal.
4. That the Agent is {{ Allowed_or_Not_allowed }} to enter into a similar agency agreement with another company during the tenure of this agreement.
5. The Agent's responsibilities include:
 - {{ Responsibility_1 }}
 - Etc.
6. That the agent is authorized to sell their goods in the area(s):
 - {{ Authorized_Area_1 }}
 - Etc.
7. That any acts done by the agent that are not included in the abovementioned responsibilities will be outside the jurisdiction of what the agent is permitted to do for the principal and any case of this will be treated on an individual basis.
8. That the agent shall not make purchases on behalf of the principal unless required explicitly to perform one of the responsibilities or has received written consent by the principal.

9. That the Agent shall not sell the goods and products of the principal outside their authorized area.
10. That the Agent shall not sell the goods and products of the principal below the price authorized by the principal.
11. That the Agent must inspect the goods upon receiving them from the principal and as quickly as possible, let the Principal know if any of the goods are damaged.
12. That the Principal must ensure that the Agent has a minimum stock valued at {{ minimum_valuation_of_stock_owned }} with them at all times and must replenish the same on a periodical basis determined after the initial few weeks or months depending on the volume of sales, time for delivery and so on.
13. That the Agent must spend as much time as reasonably possible within their business hours to market the goods of the principal and execute as many sales as possible through whatever legal and honest means.
14. That the Agent is contracted up to {{ Duration }}, subject to termination or extensions.
15. That the Agent is fully accepting of all the general rules, code of conduct, and other regulations.
16. The Agent must, to the fullest extent ensure that no sensitive information regarding the principal company, the company's security, the company's plans, the company's trade secrets or any activities being conducted by the principal company be leaked on their end, this extends to every aspect of communication involved in by the Agent.
17. The Agent is not allowed to disclose any such confidential information to any person, firm, corporation, or anything outside that what is required in the course of their agreement.
18. That after the period of this agreement, the Principal and Agent may by mutual consent extend the agreement.
19. That the Agent has no right to represent the Principal in any matters outside the scope of the responsibilities of the Agent.
20. The Agent may terminate their agreement at any time by providing a {{ A_Duration_of_prior_notice }} {{ A_week_or_month }} notice.
21. The Principal may terminate their agreement at any time by providing a {{ P_Duration_of_prior_notice }} {{ P_week_or_month }} notice.
22. That if the agreement is terminated, the agent must deliver the remaining unsold stock back to the principal within {{ number_of_days_to_deliver_unsold_stock_after_termination }}
23. That as long as the Agent is working under the course of this agreement, ie within the scope of their duties mentioned in this contract, they cannot be held personally liable by any other parties.
24. That in any case of disputes arising between the parties in connection with this agreement, the same may be subject to {{ Name_of_State_or_District }} jurisdiction.
25. {{ Option_to_add_more_clauses }}

In witness wherein, the parties have duly executed this agreement on the signing of the same on the date {{ dd_mm_yy }} in the presence of the following witnesses

{{ Principal }}

{{ Principal_Representative }}

{{ Principal_Representative_Position }}

{{ Principal_Representative_Signature }}

{{ Agent }}

{{ Agent_Representative }}

{{ Agent_Representative_Position }}

{{ Agent_Representative_Signature }}

{{ Witness_1_Name }}

{{ Witness_1_Signature }}

{{ Witness_2_Name }}

{{ Witness_2_Signature }}