

# Agency Agreement

This Agency Agreement (hereinafter “**Contract**”, “**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**”), also individually referred to as “**Party**” and collectively “the **Parties**”.

## **I. Services**

The Agent agrees to perform the following services (hereinafter “the **Services**”) for the Principal:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

(Optional) Additional description of the Services:

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## **II. Appointment**

The Principal hereby agrees to appoint the Agent as its agent to perform the Services on behalf of the Principal.

## **III. Scope of Authority**

The Agent's authority to bind the Principal is hereby limited to the list of Services aforementioned.

Both Parties hereby agree that the Agent is not entitled to bind the Principal beyond the scope of the Services of this Agreement.

## **IV. Compensation**

The Company hereby agrees to pay the Agent \_\_\_\_\_ per month in exchange for the Services. The Agent agrees to provide an invoice on the \_\_\_\_\_ of every month, for the services performed, as well as all expenses incurred during the previous month, which have to be previously agreed upon in writing by the Company.

Payments must be sent via the following transfer method: \_\_\_\_\_

Payments must be sent to the following address: \_\_\_\_\_

The Service Provider will provide a full breakdown of all costs upon the Principal's request.

## **V. Ownership**

The Parties agree that the work and specific deliverables created by the Agent as part of this contract (hereinafter "**Work Product**"), including, but not limited to documents, goods and services, deliverables and the like, physical and/or digital, will be owned by the Principal.

The Agent does not own any rights to any of the Work Product delivered as part of this contract and shall transfer and deliver all Work Product upon the completion of this Contract. The Work Product will be completely owned exclusively by the Principal, allowing the Principal to use the Work Product without any restrictions.

## **VI. Term**

The Contract shall be effective from the date of signing (hereinafter “**Effective Date**”) and will continue until \_\_\_\_\_.

Upon the end of the term of the Contract, this Contract will not automatically renew for a new term.

## **VII. Relationship between the Parties**

The Parties agree that this Contract is a non-exclusive agreement, where both Parties are regarded as individual contractors and not as employees. This Agreement does not constitute the basis for a partnership, joint venture or any other relationship between the Principal and the Agent with fiduciary duties.

## **VIII. Confidentiality**

Any materials, proprietary information, trade secrets, industry knowledge and other confidential information transferred from the Principal to the Agent must be kept confidential by the Agent, unless disclosure is required by a process of the law.

Divulging any of this information for any purpose beyond the scope of this Contract, or beyond the exceptions set forth above, is forbidden without the prior consent of the Principal, even after the termination of the Contract.

The Agent consents to not using any of this proprietary information for their own benefit at any time.

## **IX. Termination**

The Contract may be terminated at any given moment by either the Principal or the Agent. Written notice is required by any of the Parties.

In such an event:

- **The Principal** is responsible to pay for all the Work Product that has been created and delivered up to the date of termination of the Contract, except for the case in which the Agent’s Work Product has breached the Contract.
- **The Agent** is required to return all the Work Product or any other related result of this Contract’s work, within 14 (fourteen) days

## **X. Representations and Warranties**

The Contract is a legally binding agreement between both Parties, as stated above. The Parties each represent that they have the authority to enter into this Contract.

Both Parties commit to not violating the rights of any third party or otherwise violate other, if any, agreements made between them and/or any other business entity or governmental organization.

## **XI. Indemnity**

The Parties agree to indemnify each other as well as related affiliates, officers, agents, permitted successors and/or employees and assigns against any and all kinds of claims, losses, liabilities, penalties, damages, punitive damages, expenses, reasonable legal fees and costs of any kind whatsoever, which may result from negligence or breach of this Contract by the indemnifying Party, its respective successors and assigns that occur in connection with this Contract.

In addition to the above, this section will remain in full force and tact as well as effective after the termination of the Contract by its natural termination or the early termination by either Party.

## **XII. Disclaimer of Warranties**

The Agent warrants to complete and deliver the Work Product enlisted upon in this Contract as per the Principal's specifications and requests. However, the Agent does not guarantee, represent or warrant that the services will create any additional revenues, profits, sales, exposure, brand recognition or the likes of the aforementioned. Moreover, the Agent does not bear any responsibility to the Principal if the Work Product does not lead to the Principal's desired result(s).

## **XIII. Limitation of Liability**

The Agent will commit to finding the best suppliers and Agents according to the needs and requirements of the Principal. However, the Agent does not guarantee and cannot be responsible for any suppliers' and Agents' performance and/or product.

Neither of the parties will be liable for any indirect, consequential, punitive or special damages (including lost profits) that come out of this Contract or the transactions it entails (whether for breach of contract, tort, negligence, or any other form of action).

#### **XIV. Waiver**

The failure by either of the Parties to exercise their rights, power and/or privileges under the terms of this Agreement will not be considered as a waiver of any subsequent/future/other exercises of that right, power and/or privileges.

#### **XV. Legal Fees**

In the case in which legal action takes place, the successful Party will be entitled to its legal fees, including but not limited to its attorneys' fees.

#### **XVI. Severability**

In an event where any provision of the Contract has been found to be void and/or unenforceable by a court of competent jurisdiction, the remaining provisions will remain enforceable according to the Parties' information.

#### **XVII. Legal and Binding Agreement**

The Contract is a legally binding agreement between both Parties, as stated above. The Parties each represent that they have the authority to enter into this Contract.

#### **XVIII. Governing Law and Jurisdiction**

The Parties agree that this Contract shall be governed and construed in accordance with the laws of \_\_\_\_\_.

#### **XIX. Entire Agreement**

This Contract contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof. This Contract 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. In the event that the Parties desire to change, add, or modify any of the terms agreed upon in this Contract, they shall do so in writing to be signed by both parties.

The Parties hereby agree to the terms and conditions set forth above in this Contract by their signatures, as follows:

**PRINCIPAL**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**AGENT**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_