



## Agent Agreement

This Agent Agreement ("Agreement") is made as of by and between with a principal place of business located at ("Principal"), and , with a principal place of business located at

("Agent").

**1. Appointment** The Principal hereby appoints the Agent as its non-exclusive agent to market, sell, and promote the products/services listed in Schedule A ("Products") within the territory described in Schedule B ("Territory").

**2. Term** This Agreement shall commence on the effective date and shall continue in effect until terminated by either party with thirty (30) days written notice to the other party.

**3. Duties of Agent** the Agent agrees to:

- Diligently promote and market the Products within the Territory.
- Adhere to the Principal's guidelines and policies regarding sales, marketing, and promotions.
- Provide timely feedback and market reports to the principal.
- Comply with all applicable laws and regulations.

4. Compensation The Agent shall be compensated as follows:

- [Details of commission structure or fee arrangement].
- Payment terms are net [number] days from the date of invoice.

**5.** Expenses The Agent will be responsible for all costs and expenses incurred in the performance of their duties unless otherwise agreed in writing by the principal.

**6. Intellectual Property** the Principal grants the Agent a non-exclusive, non-transferable license to use the principal's trademarks, logos, and promotional materials solely in connection with the sale of the Products and in accordance with the principal's branding guidelines.

**7. Confidentiality** Both parties agree to keep confidential all knowledge and information of a confidential nature acquired during the term of this Agreement.

**8. Termination** Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In addition, this Agreement may be terminated immediately upon notice if one party:

- Breaches any term of this Agreement and fails to correct the breach within a reasonable period.
- Becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition, or comparable proceeding.



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9. Indemnification Each party agrees to indemnify and hold harmless the other party from any claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of their performance of this Agreement except for actions caused by the indemnified party's negligence or wilful misconduct.

## **10. General Provisions**

- Governing Law: This Agreement shall be governed by and construed in accordance with the laws of [State/Country].
- Entire Agreement: This Agreement contains the entire agreement between the parties with respect to the subject matter hereof.
- Amendment: No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agent Agreement as of the date first above written.

By:			
Title:			
Date:			



