

5. EXCLUSIVITY

Alternative A. Throughout the term of the present Contract, the Principal shall not grant sales rights for the Products within the Territory, to any third party. Nevertheless, the Principal shall be entitled to negotiate directly, without the Agent intermediating, with clients located in the Territory on condition that the Principal informs the Agent of such agreements. In such cases, the Agent shall be entitled to receive a reduced commission as set out in Annex 2, unless the Principal has reserved the right to negotiate exclusively with clients mentioned in Annex 3 of the present Contract.

Alternative B. The Principal may grant to any third party the right to represent and sell its Products in the Territory. The Agent shall not be entitled to commission for sales thus generated.

6. COMMITMENT NOT TO COMPETE

Alternative A. Unless the Principal gives authorization to the contrary, the Agent shall not manufacture, distribute or represent any type of product which may compete directly with the Products. To this end, the Agent declares that on the date of signing the present Contract, it acts as agent or distributor for the organizations and products mentioned in Annex 4 of the present Contract. The commitment not to compete shall be upheld throughout the term of the Contract and for a further [1, 2, 3] years after its completion.

Alternative B. Throughout the term of the present Contract, the Agent shall be entitled to manufacture, distribute or represent products similar to those of the Principal, on condition that the Agent informs the Principal of such actions.

7. OBLIGATION TO INFORM THE PRINCIPAL

The Agent shall keep the Principal duly informed as to market conditions, the competition and the legislation pertinent to the commercialization of the Products. Similarly, the Principal shall send the Agent a report every [1, 2, 3] months regarding its activities and sales expectations.

8. OBLIGATION TO INFORM THE AGENT

The Principal shall provide the Agent with all the information necessary regarding the Products (catalogs, technical specifications, user manuals, price lists, etc.). Similarly, the Principal shall inform the Agent immediately of any modification to prices, conditions of sale or payment. Should the Principal's supply capacity be significantly lower than that expected by the Agent, the Principal shall inform the Agent within a reasonable period of time.

9. CONFIDENTIALITY

Throughout the term of the present Contract or after its conclusion, the Agent may not reveal to third parties any commercial or technical information, nor use such information for purposes other than those set out in the present Contract.

10. SUBAGENTS

Alternative A. The Agent may contract subagents anywhere in the Territory, on condition that the Principal is informed of such action a minimum of [1, 2, 3] months in advanced. The Agent shall be fully responsible for the actions of the subagents on the same terms as if carrying out the transactions itself.

Alternative B. The Agent shall not contract subagents without prior authorization from the Principal.

11. PROHIBITION OF OTHER TERRITORIES

The Agent shall not represent the Principal, nor carry out sales transactions, with clients located outside the limits of the Territory. The Agent shall inform the Principal of any orders placed by organizations located outside the Territory, without such communication giving any entitlement to commission.

12. TRADEMARKS, BRAND NAMES, LOGOS AND OTHER INTELLECTUAL PROPERTY RIGHTS

The Principal declares, and the Agent accepts, that trademarks, brand names, logos and other Intellectual Property Rights hereunder, have been appropriately registered [*include inscription data*]. The Agent undertakes not to register any trade mark, brand name or logo equal or similar to those of the Principal inside or outside the Territory. Similarly, the Agent undertakes to notify the Principal immediately of any violation or undue use of such rights by third parties, in order that the Principal may take the appropriate legal proceedings.

This is a sample of 2 pages out of 12 of the International Commercial Agency Contract.

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[INTERNATIONAL COMMERCIAL AGENCY CONTRACT](#)