

## Sample Foreign Representation Agreement

THIS AGENCY AND DISTRIBUTION AGREEMENT (the "Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between ABC Co., a Maryland corporation with its principal place of business at Baltimore, Maryland (the "Company"), and MNO Co, a French company with its principal place of business at Paris, France (the "Agent/Distributor").

The parties agree as follows:

1. Appointment as Exclusive Agent/Distributor. The Company appoints the Agent/Distributor as its exclusive representative on a global basis/or DESIGNATE BASIS to [SCOPE OF DUTIES] for the Company and to distribute \_\_\_\_\_ (the "Products").

Note: For a non-exclusive appointment, add the following: The Agent/Distributor recognizes that the Company has appointed, or may appoint, other representatives to solicit contracts and work on its behalf and has appointed, or may appoint, other representatives for purposes other than the specific solicitation of work on its behalf.

2. Territory; Other Agreements not Barred. The Agent/Distributor's sales territory shall consist of \_\_\_\_\_.
3. Duration. This Agreement shall become effective on \_\_\_\_\_, 2001, and shall continue in force for a period of \_\_\_ years, unless sooner terminated as provided herein.
4. Compensation.
5. Performance of Agent/Distributor. The Parties agree that the minimum standard for satisfactory performance by the Agent/Distributor shall be achieved when the Agent/Distributor (sells/distributes) not less than \$U.S.\_\_\_\_\_ worth of the Products within a \_\_\_\_\_ period (or) \_\_\_\_\_ units of the Products within a \_\_\_\_\_ period. Should such minimum performance fail to be achieved, the Company reserves the right to and may immediately terminate this Agreement pursuant to the provisions of Section 11 of this Agreement.
6. Covenant Not to Compete. Neither the Agent/Distributor nor any affiliated company (which the parties agree shall mean any entity in which the Agent/Distributor holds, directly or indirectly, at least 20% of the issued share capital) shall engage, directly or indirectly, for the duration of this Agreement and for a period of five (5) years following the termination of this Agreement in the solicitation of contracts or work for any company having an organization, purpose and business plan substantially similar to those of the Company.
7. Confidentiality Assured; Remedies. Except as may be required by law, the Agent/Distributor shall not use or disclose confidential information obtained, either directly or indirectly, from the Company, as the case may be, concerning the Company's business development and strategy, internal operations, financing or business activities.
8. The Agent/Distributor acknowledges and agrees that it would be difficult to fully compensate the Company for damages resulting from the breach or threatened breach of the on-going provisions, and, accordingly, agrees that the Company shall be entitled to temporary and injunctive relief, including temporary restraining orders, preliminary injunctions, permanent injunctions, to enforce that such provisions upon proving that it has suffered or that there is a substantial probability that it will suffer irreparable harm, and without the necessity of posting any bond or other undertaking in connection therewith. This provision with respect to injunctive relief shall not however, diminish the Company's right to claim and recover damages.
9. Company's Duties. The Company, will, in a timely fashion, provide the Agent/Distributor with sufficient data concerning the Products, and will exercise its best efforts to assure an adequate supply of the Products to the Agent. The Company further agrees to provide the Agent/Distributor with such information as is reasonably necessary for the Agent/Distributor to conduct its business.
10. Agent/Distributor's Duties. The Agent shall use its best efforts to promote the sale of the Products, and will abide by the Company's policies as they are communicated to it. The Agent/Distributor will devote such time as may be reasonably necessary for the purpose of soliciting such contracts and other work.
11. Termination; Work-in-Progress. Except as otherwise provided herein, either party may terminate this agreement by giving the other party written notice of at least \_\_\_\_\_ (\_\_) \_\_\_\_\_ prior to the effective date of termination. Upon receipt of notice of termination the Agent/Distributor shall not commence work on any new solicitation, unless specifically agreed to between the parties, but it shall complete such negotiations as it has at that time undertaken. All of the rights and duties of the parties shall continue during such notice period. If either the Company or the Agent/Distributor desires to terminate all work-in-progress on solicitations commenced before receipt of the notice of termination, it may do so only upon

the parties' mutual consent and the determination and payment of any residual obligations between the parties, except as otherwise provided herein, either party may terminate this Agreement.

Should the Agent/Distributor fail to achieve the minimum performance standards provided for in Section 5 of this Agreement, and should the Company, in its sole discretion determine to terminate this Agreement, the Company shall provide written notice to the Agent/Distributor of the immediate termination of this Agreement.

12. Assignment and Delegation. Neither party may assign any rights or delegate any duties hereunder, without the express written consent of the other.
13. Third-Party Agreements Barred. In consideration of the opportunities afforded to it by virtue of this Agreement, the Agent/Distributor covenants and agrees not to enter into any agreement with any third-party to which the Company has introduced it, or with which the Agent/Distributor has worked or in any other way dealt on behalf of the Company or in furtherance of this Agreement, during the term of this Agreement, and any continuation or renewal thereof, and for a period of five years thereafter.
14. Modification. This contract contains the entire agreement of the parties. No representations were made or relied upon by the other party, other than those that are expressly set forth. No agent, employee or other representative of either parties are empowered to alter any term of this Agreement, unless done in writing and signed by an executive officer of each of the respective parties.
15. Controlling Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Maryland, United States of America.
16. 15. Arbitration. Any and all claims, disputes, controversies, or differences arising between the parties out of or in relation to or in connection with this Agreement, or the breach thereof, which cannot be satisfactorily settled by correspondence mutual conference between the parties shall be determined by arbitration upon the written request of any party hereto, in accordance with the commercial rules of the American Arbitration Association; provided, however, such arbitration shall be at Baltimore, Maryland. The decision of an arbitrator or arbitrators, as the case may be, in such arbitration shall be final and binding upon the parties, and judgment thereon may be entered in any court having jurisdiction thereof or application may be made to such court for judicial acceptance of award and/or order of enforcement, as the case may be.
17. No Waiver. Any waiver or the failure of either party to this Agreement to object to or take affirmative action with respect any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation breach, or of any future violation, breach or wrongful conduct.
18. Notices. All notices pertaining to this Agreement shall be in writing and transmitted by facsimile with original copy delivered by the air courier service of the sender's choice, delivered as follows:
  - If to the Company:           ABC Co. & Address
  - with a copy to:               Attorney Name and Address
  - if to the Agent:               MNO Co. & Address
19. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
21. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns executed as of the date and year above written.