

SALES AGENCY AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF COMPANY]
[address]
(the "Company")

- and -

[NAME OF SALES AGENT]
[address]
(the "Agent")

WITNESSETH that in consideration of the covenants and agreements herein contained the parties agree as follows:

1. APPOINTMENT

- (a) The Company hereby appoints the Agent its [if subparagraph (b) does not apply: non-exclusive] sales representative in the territory described in Schedule "A" hereto (hereinafter called the "Territory"), for the purpose of assisting the Company in selling and distributing the products of the Company set out in Schedule "B" hereto (hereinafter called the "Products") in the Territory, upon the terms and conditions hereinafter set forth and the Agent hereby accepts such appointment.
- (b) [if appointment is exclusive: Provided that the Agent has not breached any of the provisions of this Agreement and provided further that the Agent diligently and faithfully carries out its duties and obligations imposed on it by this Agreement, the Agent shall, during the currency of this Agreement, be the exclusive sales representative of the Company within the Territory and the Company shall not appoint any other sales representative nor otherwise distribute or sell the Products in the Territory, except as hereinafter provided.]
- (c) The Company covenants and agrees that all inquiries with respect to, or orders for, the Products received by the Company from the Territory shall be referred to the Agent for the Agent's attention in accordance with the terms of this Agreement.
- (d) The Agent covenants and agrees that all inquiries with respect to, or orders for, the Products received by the Agent from outside of the Territory shall be referred to the Company for the attention of the Company or other agents of the Company.

2. TERM

The term of this Agreement shall commence as of the date first above written and shall continue from time to time until terminated by either party by thirty (30) days prior written notice to the other party. Provided that the Agent shall be entitled to receive commissions in accordance with this Agreement for orders accepted by the Company within sixty (60) days of any termination by the Company.

3. OBLIGATIONS OF THE AGENT

During the currency of this Agreement the Agent shall:

- (a) use [his/her] best efforts to advertise and promote the sale of the Products of the Company and to make regular and sufficient contact with the present and prospective customers of the Company in the Territory;