

SALES REPRESENTATION AGREEMENT

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

BETWEEN:

[NAME OF MANUFACTURER]
(the "Manufacturer")

OF THE FIRST PART

- and -

[NAME OF AGENT]
(the "Agent")

OF THE SECOND PART

WHEREAS:

- A. The Manufacturer is engaged in the manufacture, distribution and sale of _____ (the "Products") as more specifically set forth on Schedule A hereto;
- B. The Manufacturer desires the Agent's assistance and the Agent is prepared to provide such assistance to the Manufacturer to prepare a bid (the "Bid") for a proposed sale of Products to _____ (the "Customer").

NOW THEREFORE the parties have agreed as follows:

1. Duties of Agent

The Agent shall:

- (a) Assist the Manufacturer in the preparation and presentation of the Bid and in the co-ordination of all matters incidental thereto.
- (b) Use its best efforts to assist the Manufacturer in negotiating and finalizing the transaction for the sale of Products to the Customer pursuant to the Bid.
- (c) Keep the Manufacturer fully informed of all matters in connection with the Bid and of any problems which may arise in connection therewith, and recommend steps to be taken to resolve such problems.
- (d) Establish communications with one or more representatives of the Customer [and the appropriate government agencies, and perform public relations work in the private sector].
- (e) Following the award of a contract to the Manufacturer pursuant to the Bid and until fulfillment or termination of this Agreement as provided herein, act as a liaison between the Manufacturer and the Customer, including providing assistance in the resolution of any claims or complaints of the Customer arising out of the Manufacturer's performance of such contract.
- (f) Perform such other reasonable services in connection with the Bid as the Manufacturer may from time to time request in writing.

2. Commission

In the event that the Bid is accepted and the Manufacturer is awarded a contract for the supply of Products to the Customer, the Manufacturer shall pay the Agent as compensation for its services