

## MANUFACTURER REPRESENTATIVE AGREEMENT

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

**[MANUFACTURER]**  
a body corporate having a head office at  
[address]  
(the "Company")

**OF THE FIRST PART**

**- and -**

**[SALES REPRESENTATIVE]**  
an individual residing in the City of [city], [province]  
(the "Representative")

**OF THE SECOND PART**

**WHEREAS:**

- A. The Company is in the business of manufacturing, assembling and selling [description of products], together with ancillary accessories (the "Products");
- B. The Company wishes to appoint the Representative as its marketing representative on an exclusive basis for the sale of Products within the geographical boundaries of [description of territory] (the "Territory").

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the covenants and agreements herein contained the parties agree as follows:

### **1. APPOINTMENT**

- 1.1 The Company hereby appoints the Representative as its exclusive sales agent in the Territory for the purpose of assisting the Company in selling and distributing the Products of the Company upon the terms and conditions hereinafter set forth and the Representative hereby accepts such appointment.
- 1.2 Provided that the Representative has not breached any of the provisions of this Agreement and provided further that the Representative diligently and faithfully carries out the duties and obligations imposed upon [him/her] by this Agreement, the Representative 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.
- 1.3 The Company will refer all inquiries or orders for Products for the Territory received by the Company from any source other than through the Representative to the Representative for [his/her] attention in accordance with the terms of this Agreement.
- 1.4 In connection with the performance of [his/her] obligations hereunder, the Representative shall have the right to appoint sub-representatives; provided that, as a condition of such appointment, such sub-representatives shall be entitled to market the Products only within the Territory and subject to, and in accordance with, the terms of this Agreement.