

INTERNATIONAL MARKETING AGREEMENT (USA)

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

BETWEEN:

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

- and -

[NAME OF CLIENT]
[address]
(the "Client")

WHEREAS the Client has [developed / created / manufactured / etc] certain products, as more particularly described in Exhibit "A" to this Agreement (the "Products"), which the Client wishes to distribute in countries outside of the United States of America (the "USA");

AND WHEREAS the Agent has represented to the Client that it has the expertise, means and resources necessary to market the Products in a number of foreign markets;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. The Client agrees to pay in advance to the Agent the sum of \$###.## as a non-refundable retainer for the Agent's services in marketing the Products to territories outside of the USA.
2. The Client warrants to the Agent that the Client owns or controls the [artwork, design, etc], and all rights, copyrights, patents, industrial designs, trade marks and other intellectual property rights relevant to the Product. The Client shall inform the Agent of any and all territories where sub-licensing of the Products has been reserved; and in the cases where sub-licensing has not been reserved, the Client warrants that foreign sub-licensing rights to the Products are available. In addition, the Client warrants that the Products are not subject to any other contractual obligation which would preclude the Agent's fulfillment of any and all terms or parts of this Agreement.
3. The Agent shall be the exclusive representative of and for the Products to any and all territories outside the USA for an initial period of _____, commencing on the date first above written. The Agent reserves the option to extend this period for _____ additional consecutive terms of _____ each to facilitate pending agreements. The Agent may exercise such option to extend by giving notice in writing to the Client at least ____ days prior to the expiration of the then current term. Such notice shall identify the parties involved and the territories to be covered under the said pending agreements.
4. The Agent shall provide to the Client monthly progress reports on the Agent's efforts on behalf of the Client.
5. In the event that any of the Agent's foreign outlets responds positively to the Products, the Agent shall inform the Client immediately, and the Client shall enter into formal negotiations with such