

AGENCY AGREEMENT

This Agency Agreement (the “**Agreement**”) is entered into ___/___/2020 (the “**Effective Date**”), by and between **Foodline & Co.**, Zug, Switzerland, with an address of Industriestrasse 13C, 6304 Zug, Switzerland (the “**Principal**”) and (Name of Company or Person), with an address of _____, (the “**Agent**”), collectively “the **Parties**.”

WHEREAS, Principal desires to engage Agent to be its representative to perform the Services detailed in this Agreement on Principal’s behalf;

WHEREAS, Agent agrees to represent Principal and perform the Services requested herein;

NOW, therefore, in consideration of the promises and conditions contained herein, the Parties agree as follows:

1. **Services.** Principal requests and Agent agrees to perform the following specific Services (the “**Services**”):
 1. Sales of (Name of Commodities and quantity).
 2. Sales of (Name of product and quantity).

The Agent may only offer the goods under the conditions received in writing from the Principal, without any modifications or additions.

2. **Appointment.** Principal hereby appoints Agent as Principal’s agent to perform the Services on Principal’s behalf.
3. **Scope of Authority.** Agent’s authority to bind Principal is limited to the Services. Agent does not have the authority to bind Principal in any manner whatsoever beyond the Services stated herein.
4. **Term.** The Term shall commence upon the Effective Date and shall continue for a period of ___ years. Upon the expiration of the Term, the Agreement shall continue for renewal terms of 1 years each unless either Party notifies the other Party, in writing, of its intention not to renew 30 days prior the expiration of the current Term.

5. **Compensation.** The Parties agree Agent will be compensated as follows:

1. ___ USD/MT (___ US Dollars) per each MT of (Commodity) sold to (Country).
2. ___ USD/MT (two US Dollars) per each MT of (Product) to (Country).

Compensation is only for the Sales Contract concluded through the Agent. Copy of the each Contract will be integral part of this Agreement

6. **Expenses.** Agent not be entitled to reimbursement for expenses incurred in the course of performing the Services. Agent shall submit invoices for reimbursement, after each shipment and payment from L/C. Principal shall pay such invoices within thirty (15) days of receipt.

7. **Parties' Relationship.** Nothing in this Agreement shall be construed to create an employer-employee relationship between Principal and Agent.

8. **Confidentiality & Intellectual Property.** During the course of this Agreement, it may be necessary for Principal to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Agent in order for Agent to complete the Services. Agent will not share any of this proprietary information at any time. Agent also will not use any of this proprietary information for his/her personal benefit at any time. Agent acknowledges and agrees that all copyrights, trademarks and service marks and rights in the name of or licensed to Principal shall be and remain the sole and complete property of Principal and Agent shall not acquire or claim any right, title or interest of any nature in any such copyright, trademark, or service mark. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

9. **Termination.** This Agreement may be terminated as follows:

- a. At any time by either Party upon written notice to the other party;
- b. By Principal due to Agent's breach of the Agreement, insolvency, bankruptcy, liquidation, death or disability;
- c. By Agent due to Principal's breach of the Agreement, insolvency, bankruptcy, or liquidation.

Principal will be responsible for payment of all Services performed up to the date of termination, except for in the case of Agent's breach of this Agreement, where Agent fails to cure such breach upon reasonable notice.

Upon termination, Agent shall return all of Principal's content, materials, and all Work Product to Principal at its earliest convenience, but in no event beyond thirty (30) days after the date of termination.

10. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
11. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
12. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
13. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
14. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

15. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

16. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.

17. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by English law.

18. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

"PRINCIPAL"

Signed: _____

By: _____

Date: _____

"AGENT"

Signed: _____

By: _____

Date: _____