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AGENCY AGREEMENT

This **Agency Agreement** ("Agreement") is made and entered into as of **[Effective Date]**, by and between:

- **[Principal's Name]**, a company incorporated and existing under the laws of **[Country/State]**, with its principal place of business at **[Address]**, hereinafter referred to as the **"Principal"**; and
- **[Agent's Name]**, a company/person incorporated and existing under the laws of **[Country/State]**, with its principal place of business at **[Address]**, hereinafter referred to as the **"Agent"**.

RECITALS

WHEREAS, the Principal is engaged in the business of **[describe nature of business, e.g., manufacturing, distribution, services, etc.]**, and seeks to expand its operations by appointing a representative;

WHEREAS, the Agent has the expertise, market knowledge, and network necessary to promote, market, and secure orders for the Principal's **[products/services]** in the agreed-upon territory;

WHEREAS, the Principal desires to engage the Agent to act as its **exclusive/non-exclusive** sales representative, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

1.1 "Products/Services"

The goods or services that the Agent is authorized to promote and sell on behalf of the Principal, as detailed in **Schedule A**.

1.2 "Territory"

The geographic region in which the Agent is authorized to operate, as specified in **Schedule B**.

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1.3 “Commission”

The compensation payable to the Agent for sales made or contracts secured, as outlined in **Schedule C**.

1.4 “Clients”

Any customers, buyers, or entities purchasing or engaging with the Principal’s products/services through the Agent.

1.5 “Confidential Information”

All non-public business, financial, technical, and trade information exchanged under this Agreement.

1.6 “Intellectual Property”

All trademarks, copyrights, patents, trade secrets, and proprietary materials owned by the Principal.

1.7 “Term”

The duration for which the Agent is appointed under this Agreement.

2. APPOINTMENT & AUTHORITY OF THE AGENT

2.1 Appointment of the Agent

2.1.1 The Principal hereby appoints the Agent as its **[exclusive/non-exclusive]** sales representative for the **Products/Services** in the **Territory** as defined in **Schedule B**.

2.1.2 The Agent **accepts** the appointment and agrees to act in the best interests of the Principal in promoting, marketing, and securing orders for the Products/Services.

2.1.3 The Agent **shall not** represent, market, or sell competing products or services within the **Territory**, unless expressly permitted in writing by the Principal. *(Applicable only for exclusive agreements.)*

2.2 Authority of the Agent

2.2.1 The Agent is authorized to:
a) **Market and promote** the Principal’s Products/Services within the Territory.
b) **Solicit and negotiate orders** from potential clients on behalf of the Principal.

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c) **Transmit purchase orders** and relevant client details to the Principal for fulfillment.
d) **Provide customer service support** and liaise with clients on post-sale matters.

2.2.2 The Agent **shall not**:
a) **Enter into contracts or binding agreements** on behalf of the Principal.
b) **Accept payments from clients** in the Principal's name, unless otherwise agreed in writing.
c) **Modify pricing, warranties, or terms of sale** without prior authorization.

2.2.3 The Principal reserves the right to:
a) **Set pricing policies** and terms of sale.
b) **Reject any order** submitted by the Agent if it does not comply with business policies.
c) **Sell directly to clients** within the Territory, provided it does not violate exclusivity terms (if applicable).

3. AGENT'S DUTIES & RESPONSIBILITIES

3.1 Sales & Marketing Obligations

3.1.1 The Agent shall:
a) **Actively promote and market** the Principal's Products/Services in the Territory.
b) **Identify and pursue potential customers** to generate sales.
c) **Participate in trade fairs, exhibitions, and marketing campaigns** as required.
d) **Conduct market research and provide feedback** on customer trends and competitors.

3.1.2 The Agent shall use **commercially reasonable efforts** to achieve the sales targets specified in **Schedule D**.

3.2 Reporting & Documentation

3.2.1 The Agent shall submit periodic reports to the Principal, including:
a) **Sales performance updates**.
b) **Market conditions and competitor activities**.
c) **Customer feedback and inquiries**.
d) **Outstanding leads and pending deals**.

3.2.2 The frequency of reports shall be **[weekly/monthly/quarterly]**, as determined by the Principal.

3.3 Compliance & Ethics

3.3.1 The Agent shall:
a) **Conduct business in a lawful and ethical manner**.

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b) **Comply with all applicable regulations** related to marketing and sales in the Territory.
c) **Avoid deceptive marketing tactics** or misrepresentation of the Products/Services.

3.3.2 The Agent shall not engage in:
a) **Bribery, corruption, or any fraudulent practices**.
b) **Unfair competition or defamation** of competitors or the Principal.
c) **Unauthorized use of the Principal's intellectual property**.

3.4 Customer Service & Support

3.4.1 The Agent shall:
a) **Serve as the first point of contact** for customer inquiries.
b) **Assist in resolving minor complaints and disputes**.
c) **Refer all major customer issues to the Principal** for resolution.

4. PRINCIPAL'S OBLIGATIONS

4.1 Provision of Products/Services

4.1.1 The Principal shall:
a) Ensure the **availability of Products/Services** for sale within the agreed Territory.
b) **Fulfill orders** submitted by the Agent in a timely and efficient manner.
c) **Maintain sufficient inventory levels** to meet reasonable demand.

4.2 Pricing, Discounts & Terms

4.2.1 The Principal shall:
a) **Provide the Agent with updated pricing lists, discounts, and promotional offers**.
b) **Set and communicate terms of sale**, including warranties, returns, and refunds.
c) **Ensure that the Agent is informed of any changes** to pricing or sales terms.

4.2.2 The Principal reserves the right to:
a) **Modify pricing or sales policies** at its sole discretion, with prior notice to the Agent.
b) **Offer direct discounts or special pricing** to clients without requiring Agent involvement.

4.3 Marketing & Sales Support

4.3.1 The Principal shall provide the Agent with:
a) **Marketing materials**, brochures, and product information.
b) **Sales training and support**, including periodic product knowledge updates.
c) **Access to branding guidelines**, trademarks, and authorized promotional content.

4.4 Payment of Commission

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4.4.1 The Principal agrees to pay the Agent a **commission on sales** generated, as per the structure defined in **Schedule C**.

4.4.2 Commissions shall be:
a) **Calculated as a percentage of net sales revenue**.
b) **Paid on a [weekly/monthly/quarterly] basis**, subject to invoice submission.
c) **Subject to deductions for returned or canceled orders**.

4.4.3 If a client defaults on payment, the Principal may:
a) **Delay or withhold commissions** related to that sale.
b) Require the Agent to assist in **recovering outstanding payments**.

4.5 Non-Exclusivity & Right to Sell ***(Applicable for Non-Exclusive Agreements)***

4.5.1 The Principal retains the right to:
a) **Appoint additional agents** in the Territory.
b) **Sell directly to customers** without requiring Agent involvement.

5. COMMISSION & PAYMENT TERMS

5.1 Commission Structure

5.1.1 The Agent shall be entitled to a **commission on sales** made within the Territory, as specified in **Schedule C**.

5.1.2 The commission shall be calculated as:
a) **[X]% of the total net sales revenue**.
b) **A fixed fee per sale** of **[amount]**.
c) **A tiered structure** where commission rates increase based on sales volume.

5.1.3 The commission shall be **earned upon full payment by the client** and not on order placement alone.

5.2 Payment Terms & Schedule

5.2.1 The Principal shall pay commissions to the Agent **[weekly/monthly/quarterly]**, within **[X] days** of the end of the payment cycle.

5.2.2 The Agent shall submit an **invoice** detailing:
a) **Sales transactions completed**.
b) **Commission amounts due**.
c) **Supporting documents, if required**.

5.2.3 Payments shall be made via **[bank transfer, PayPal, check, or another agreed method]**.

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5.3 Deductions & Adjustments

5.3.1 The Principal reserves the right to **deduct commissions** in cases of:
a) **Product returns or order cancellations** by customers.
b) **Non-payment or default by the client**.
c) **Errors in calculation or fraud** detected in sales reporting.

5.3.2 Any commission disputes shall be resolved through **good faith discussions** between the parties.

5.4 Taxes & Deductions

5.4.1 The Agent shall be responsible for **declaring and paying taxes** applicable to their earnings.

5.4.2 If required by law, the Principal may **withhold taxes** from commission payments and provide necessary documentation.

6. CONFIDENTIALITY & NON-DISCLOSURE

6.1 Definition of Confidential Information

6.1.1 For the purposes of this Agreement, **Confidential Information** includes, but is not limited to:
a) **Business plans, pricing structures, and sales strategies** of the Principal.
b) **Customer lists, leads, and market data** shared with the Agent.
c) **Product development plans, technical specifications, and trade secrets**.
d) **Financial records, commission reports, and operational data**.

6.1.2 Confidential Information **does not include** information that:
a) Is **publicly available** without breach of this Agreement.
b) Is independently developed by the Agent **without reliance on the Principal's disclosed information**.
c) Becomes known through **a third party with legal authorization** to disclose it.

6.2 Obligations of Confidentiality

6.2.1 The Agent agrees to:
a) Maintain strict **confidentiality** regarding all proprietary information received from the Principal.
b) Use Confidential Information **solely for the purpose of fulfilling its duties** under this Agreement.
c) **Prevent unauthorized disclosure** of Confidential Information to third parties.

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6.2.2 The Agent **shall not**:
a) Copy, distribute, or share Confidential Information without prior written approval.
b) Use the Confidential Information to **engage in competing activities** against the Principal.
c) Retain any Confidential Information after termination of this Agreement.

6.3 Security & Data Protection

6.3.1 The Agent shall implement **reasonable security measures** to prevent unauthorized access to:
a) Customer details and sales transaction records.
b) Business and financial information shared by the Principal.

6.3.2 If a **data breach or unauthorized disclosure** occurs, the Agent must:
a) Notify the Principal **immediately upon detection**.
b) Cooperate in investigating the breach and mitigating potential damages.
c) Implement corrective actions as directed by the Principal.

6.4 Duration of Confidentiality Obligations

6.4.1 The confidentiality obligations under this Agreement shall remain in effect:
a) **During the Term** of this Agreement.
b) For a period of **[3/5] years** after termination or expiration of this Agreement.

6.5 Disclosure Required by Law

6.5.1 If the Agent is legally required to disclose Confidential Information:
a) The Agent shall **immediately notify** the Principal before disclosing any information.
b) The Agent shall **limit the disclosure** to the minimum amount required by law.
c) The Agent shall cooperate with the Principal to seek **protective measures** to maintain confidentiality.

6.6 Breach of Confidentiality & Remedies

6.6.1 If the Agent breaches this confidentiality clause, the Principal shall have the right to:
a) **Terminate this Agreement immediately**.
b) Seek **injunctive relief** to prevent further disclosure.
c) Claim **monetary damages**, including lost profits and reputational harm.
d) Recover **all legal fees and costs** incurred in enforcing confidentiality.

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6.6.2 The Agent acknowledges that unauthorized disclosure or misuse of Confidential Information may cause **irreparable harm**, and monetary damages alone may not be a sufficient remedy.

7. LIABILITY & INDEMNIFICATION

7.1 Indemnification by the Agent

7.1.1 The Agent agrees to indemnify, defend, and hold harmless the Principal, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, costs, and expenses (including reasonable legal fees) arising out of:
a) **Misrepresentation, fraudulent practices, or deceptive sales tactics** conducted by the Agent.
b) **Breach of this Agreement**, including unauthorized disclosure of Confidential Information.
c) **Failure to comply with applicable laws and regulations** governing sales and marketing activities.
d) **Legal disputes, customer complaints, or liabilities** arising from the Agent's conduct.

7.1.2 The Agent shall assume **full responsibility** for any costs associated with legal claims, penalties, or settlements resulting from non-compliance with this Agreement.

7.2 Indemnification by the Principal

7.2.1 The Principal agrees to indemnify and hold harmless the Agent from claims, damages, or liabilities arising from:
a) **Product defects, delivery failures, or warranty disputes** related to the Products/Services.
b) **Fraudulent misrepresentation** regarding the availability or specifications of the Products/Services.
c) **Breach of this Agreement** by the Principal.

7.2.2 The Principal shall have the **sole right** to control the defense and settlement of any indemnifiable claims.

7.3 Limitation of Liability

7.3.1 **Neither party shall be liable for any indirect, incidental, special, or consequential damages**, including lost profits, business interruption, or reputational harm, arising from this Agreement.

7.3.2 The total aggregate liability of either party shall not exceed **[X] times the total amount paid under this Agreement in the preceding [X] months**, except in cases of:
a) **Intentional misconduct or gross negligence**.
b) **Fraud or misrepresentation**.
c) **Breach of confidentiality or intellectual property violations**.

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7.4 Compliance with Laws & Risk Management

7.4.1 The Agent shall:
a) Ensure compliance with all **applicable legal and regulatory requirements** in the Territory.
b) Obtain and maintain any **licenses, permits, or approvals** required for sales operations.
c) Maintain appropriate **insurance coverage**, if applicable, to cover potential liabilities.

7.4.2 The Principal shall:
a) Provide accurate **product documentation, terms of sale, and warranty information**.
b) Ensure that its **products meet all safety and regulatory standards** required in the Territory.

7.5 Survival of Indemnity Obligations

7.5.1 The indemnification and liability provisions in this clause shall survive **termination or expiration** of this Agreement for a period of **[X] years**.

8. TERM & TERMINATION

8.1 Term of the Agreement

8.1.1 This Agreement shall commence on the **Effective Date** and remain in force for a period of **[X] years** (the "Initial Term"), unless terminated earlier in accordance with the provisions set forth herein.

8.1.2 Upon expiration, this Agreement may be:
a) **Renewed automatically** for successive periods of **[X] years**, unless either party provides written notice of non-renewal at least **[60/90] days** before the expiration date.
b) **Renegotiated** based on new commercial terms agreed upon by both parties.

8.2 Termination for Convenience

8.2.1 Either party may terminate this Agreement **without cause** by providing **[90/120] days** prior written notice to the other party.

8.2.2 Upon termination for convenience:
a) The Agent shall immediately **cease all sales and marketing activities**.

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b) The Principal shall **pay any outstanding commissions** due to the Agent for completed sales.
c) Both parties shall settle any **outstanding financial obligations** before the effective termination date.

8.3 Termination for Breach

8.3.1 Either party may terminate this Agreement **with immediate effect** if the other party commits a **material breach**, including but not limited to:
a) **Failure to pay commissions** or comply with payment obligations.
b) **Engaging in unauthorized sales, fraudulent practices, or unethical behavior**.
c) **Misrepresentation of the Principal's Products/Services**.
d) **Violation of confidentiality obligations** (Clause 6).

8.3.2 The non-breaching party shall provide written notice specifying the breach and allow **[30/60] days** for corrective action. If the breach is not remedied within this period, termination shall take effect immediately.

8.4 Termination for Insolvency or Bankruptcy

8.4.1 Either party may terminate this Agreement **with immediate effect** if the other party:
a) Files for **bankruptcy, liquidation, or receivership**.
b) Becomes **insolvent** or unable to pay debts as they become due.
c) Undergoes a **significant change in ownership or control** that materially affects its ability to perform under this Agreement.

8.4.2 In the event of termination due to insolvency, the Agent reserves the right to:
a) **Claim any outstanding commission payments** due before termination.
b) **Retain marketing and customer data obtained through the Agreement**, unless otherwise restricted.

8.5 Effect of Termination

8.5.1 Upon termination of this Agreement, the Agent shall:
a) **Immediately cease using the Principal's branding, trademarks, and promotional materials**.
b) **Return or destroy all proprietary documents, sales records, and Confidential Information**.
c) **Assist with the orderly transition of outstanding customer accounts**.

8.5.2 The Principal shall:
a) **Complete any pending payments owed to the Agent**.
b) **Fulfill outstanding customer orders secured by the Agent before termination**.

8.6 Survival of Certain Provisions

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8.6.1 The following clauses shall survive termination or expiration of this Agreement:
a) **Clause 6** – Confidentiality & Non-Disclosure (for **[3/5] years** post-termination).
b) **Clause 7** – Indemnification & Liability.
c) **Clause 9** – Governing Law & Dispute Resolution.

8.7 Transition & Handover ***(If applicable)***

8.7.1 If requested by the Principal, the Agent shall **assist in transitioning customer accounts** to a new representative for a period of **[X] months** post-termination.

8.7.2 During this transition period, the Agent may:
a) Provide **documentation on outstanding leads and customer interactions**.
b) Transfer any **remaining inventory or marketing materials** back to the Principal.

9. GOVERNING LAW & DISPUTE RESOLUTION

9.1 Governing Law

9.1.1 This Agreement shall be governed by and construed in accordance with the laws of **[Jurisdiction, e.g., State of New York, United States]**, without regard to its conflict of law principles.

9.1.2 If either party is operating in a different jurisdiction, the parties may mutually agree on the application of **international trade laws**, such as:
a) **United Nations Convention on Contracts for the International Sale of Goods (CISG)** *(if applicable)*.
b) **World Trade Organization (WTO) regulations**.
c) **International Chamber of Commerce (ICC) trade rules**.

9.2 Good Faith Negotiations

9.2.1 In the event of a dispute, both parties shall first attempt to resolve the issue through **good faith negotiations** within **[30/60] days** of written notice of the dispute.

9.2.2 During this period:
a) Senior management representatives of both parties shall meet to discuss a resolution.
b) Neither party shall initiate legal action unless the dispute remains unresolved after the negotiation period.

9.2.3 Any agreements reached in negotiations shall be documented in writing and signed by both parties.

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9.3 Mediation ***(Optional Clause – If Preferred Before Arbitration)***

9.3.1 If negotiations fail, the parties agree to attempt **mediation** before proceeding to arbitration or litigation.

9.3.2 Mediation shall be conducted in **[City, Country]** under the rules of **[Mediation Institution, e.g., the American Arbitration Association (AAA), ICC Mediation Rules, etc.]**.

9.3.3 The cost of mediation shall be shared equally unless otherwise agreed.

9.3.4 If mediation does not resolve the dispute within **[30] days**, either party may proceed to arbitration or litigation.

9.4 Arbitration ***(Preferred Dispute Resolution Mechanism)***

9.4.1 If mediation fails or is bypassed, disputes shall be settled by **binding arbitration** under the rules of **[Arbitration Institution, e.g., ICC, AAA, LCIA (London Court of International Arbitration)]**.

9.4.2 Arbitration proceedings shall be conducted in **[City, Country]**, in **[English or other mutually agreed language]**.

9.4.3 The arbitration panel shall consist of **one (1) or three (3) arbitrators**, mutually appointed by both parties or designated by the arbitration institution.

9.4.4 The arbitration award shall be **final and binding**, and judgment may be entered in any court of competent jurisdiction.

9.4.5 Each party shall bear its own legal costs unless otherwise awarded by the arbitrator.

9.5 Litigation (Court Jurisdiction)

9.5.1 If arbitration is not selected or is unenforceable, disputes shall be resolved in the courts of **[City, Country]**.

9.5.2 Each party irrevocably submits to the **exclusive jurisdiction** of the courts of the selected jurisdiction.

9.5.3 The prevailing party shall be entitled to recover reasonable legal fees and court costs.

9.6 Injunctive Relief & Provisional Measures

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9.6.1 Nothing in this Agreement shall prevent either party from seeking **injunctive relief** in cases of:
a) **Breach of confidentiality** (Clause 6).
b) **Intellectual property infringement** (Clause 4).
c) **Misuse of customer data or business trade secrets**.

9.6.2 The affected party may seek **temporary or permanent injunctions** to prevent further violations.

9.7 Confidentiality of Dispute Resolution

9.7.1 All dispute resolution proceedings, including arbitration or mediation, shall be **confidential** and shall not be disclosed to third parties.

9.7.2 No statements, admissions, or settlement offers made during the dispute resolution process shall be used as evidence in any legal proceedings.

10. MISCELLANEOUS PROVISIONS

10.1 Entire Agreement

10.1.1 This Agreement, including all schedules, annexes, and amendments, constitutes the **entire understanding** between the parties and supersedes all prior agreements, negotiations, or representations, whether written or oral.

10.1.2 No modification, amendment, or waiver of any provision of this Agreement shall be valid unless **in writing and signed** by both parties.

10.2 Amendments & Modifications

10.2.1 Any amendments to this Agreement must:
a) Be mutually agreed upon by both parties.
b) Be executed in writing and signed by authorized representatives.
c) Specify the sections being modified.

10.2.2 Changes to commission rates, sales targets, or marketing responsibilities may be made via **written addendums** without requiring a full amendment.

10.3 Assignment & Subcontracting

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10.3.1 The Agent **shall not assign, transfer, or subcontract** its rights or obligations under this Agreement without the prior written consent of the Principal.

10.3.2 The Principal may assign or transfer this Agreement in connection with:
a) A **merger, acquisition, or sale of assets**.
b) A transfer to an **affiliate or subsidiary**.

10.3.3 Any unauthorized assignment shall be deemed **null and void**.

10.4 Relationship of the Parties

10.4.1 Nothing in this Agreement shall be construed to create a **partnership, joint venture, agency, or employment relationship** between the parties.

10.4.2 The Agent acts as an **independent contractor** and has **no authority** to bind the Principal or enter into obligations on its behalf.

10.4.3 Each party shall be solely responsible for its **own employees, taxes, and expenses**.

10.5 Notices & Communications

10.5.1 Any notice required under this Agreement shall be:
a) In **writing**.
b) Delivered **by hand, registered mail, courier, or email** with a confirmed receipt.

10.5.2 Notices shall be sent to the following addresses unless updated in writing:

Principal:
[Principal's Name]
[Principal's Address]
[Principal's Email]
[Principal's Contact Person]

Agent:
[Agent's Name]
[Agent's Address]
[Agent's Email]
[Agent's Contact Person]

10.5.3 Notices shall be deemed received:
a) On the **same business day** if delivered by hand or email before **5:00 PM (local time)**.
b) On the **next business day** if sent after **5:00 PM (local time)**.
c) Within **[3-5] business days** if sent via registered mail or courier.

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10.6 Severability

10.6.1 If any provision of this Agreement is found to be **invalid, illegal, or unenforceable**, the remaining provisions shall remain in full force and effect.

10.6.2 The parties shall negotiate in good faith to **replace the invalid provision** with one that closely aligns with the original intent.

10.7 Waiver

10.7.1 Failure or delay by either party to enforce any provision of this Agreement shall not constitute a **waiver** of rights.

10.7.2 A waiver of any provision shall only be valid if made **in writing and signed** by an authorized representative.

10.8 Language & Interpretation

10.8.1 This Agreement shall be executed in **[Language]**, and in case of translation, the **[original language] version** shall prevail.

10.8.2 Headings and section titles are for convenience only and shall not affect interpretation.

10.9 Costs & Expenses

10.9.1 Each party shall bear its own legal and administrative costs incurred in negotiating and executing this Agreement unless otherwise agreed.

10.10 Counterparts & Electronic Signatures

10.10.1 This Agreement may be executed in **multiple counterparts**, each of which shall be deemed an original and collectively constitute one document.

10.10.2 The parties agree that **electronic signatures, scanned copies, or digital approvals** shall be considered legally binding.

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11. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Principal:

[Principal's Name]
[Authorized Signatory Name]
[Designation]
[Signature]
[Date]

Agent:

[Agent's Name]
[Authorized Signatory Name]
[Designation]
[Signature]
[Date]

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