

AGENCY AGREEMENT

This Agreement is entered into by and between

- a) having address, (“Company”); and
- b) having (“Agent”).

WHEREAS, Company r “services”); and

WHEREAS, Agen’ services on Company’s behalf in..... this right;

NOW, THE

1. Ag



S.S. LEGAL CONSULTANTS

pl... the F... ng

3. Comm

Agent shall be c... in, in accordance with E... agent, modify Exhibit B. Products & Service

4. Payment

Letter of Guarantee must be issu... services supplied by Company as per project. The terms of Letter of Gu... any quotation to the Agent for each project separately.

5. Purchase Orders Fulfilment

Agent shall forward to Company all orders for Pro... & Services that it receives, showing the full name, address, telephone, fax and email address of the customer, and the names of the Products & Services that

each customer orders. Customer maybe required to execute said License or Registration Agreement before Company will commence fulfilment of the order.

Agent shall inform its customers that the License or Registration Agreement, as appropriate, sets forth terms and conditions with which they must comply. Agent will notify Company about any violations of the terms and conditions that come to its attention.

6. Company Obligations

Company shall provide Agent with complete promotional literature for Agent's use. Company shall in coordination with Agent, provide access to promotional material for Products & Services whenever, these are available. Company will also coordinate with Agent regarding pre-sales activity and will set visits to Agent customers with Agent when necessary.

7. Agent Obligations

Agent shall, at Agent's expense, promote the sale of Products & Services. Such efforts shall include, but not be limited to, the Products & Services, attending trade shows, and other promotional activities in local markets.

Agent shall perform all other activities necessary for carrying out its obligations under this Agreement, including coordinating with Company on all matters related to the Products & Services.



8. S.S. LEGAL CONSULTANTS

Agent shall, at Agent's expense, promote the sale of Products & Services. Such efforts shall include, but not be limited to, the Products & Services, attending trade shows, and other promotional activities in local markets.

9. Copyrights

Company and/or its licensors own all intellectual or proprietary rights in the Products & Services. Agent shall not assert any moral rights or other rights in the Products & Services or any derivative works.

Agent agrees to cooperate with Company and/or its licensors to execute all documents reasonably necessary for Company and/or its licensors to protect their intellectual property. Agent hereby waives and agrees not to assert any moral rights it may have in the Products & Services or any derivative works which may inure to Agent under copyright law. In the event that Agent should, by operation of law or otherwise, be deemed to retain any rights to the Products & Services or medications thereto, Agent shall assign all right, titles, and interest in the Products & Services to Company and/or its licensors.

& Services or modifications thereto to Company, its licensors, as appropriate. In addition, if applicable, Agent shall grant to Company an exclusive, perpetual, royalty free and worldwide license to use the Products & Services thereon in any and all respects. Agent shall execute any document or instrument that its licensors may request to perfect or assign ownership of the Products & Services. Agent shall license the Products & Services or modifications thereto to Company without payment or additional consideration whatsoever.

10. Indemnification

Agent hereby agrees to defend, indemnify and hold Company, its licensors, affiliates and agents, and all of their respective officers, directors, employees, agents, contractors, independent consultants, vendors, suppliers, subcontractors, franchisees, and licensees harmless from and against all claims, damages, losses or expenses (including reasonable attorneys' fees) arising from a claim, demand, suit, action, proceeding, investigation, or allegation of breach or non-compliance with applicable laws, regulations, or industry standards, or notice to Company of such claim, demand, suit, action, proceeding, investigation, or allegation, in whole or in part, arising out of or from the use of the Products & Services hereof.



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12.

Agent shall defend, indemnify and hold Company harmless from and against all claims, damages, losses or expenses (including reasonable attorneys' fees) arising from a claim, demand, suit, action, proceeding, investigation, or allegation of breach or non-compliance with applicable laws, regulations, or industry standards, or notice to Company of such claim, demand, suit, action, proceeding, investigation, or allegation, in whole or in part, arising out of or from the use of the Products & Services hereof, with the consent of Company.

13. Limitation of Damages

Neither party shall be liable for incidental, consequential or punitive damages of any kind, including reasonable attorneys' fees, arising from the breach of this agreement or any termination of this agreement, whether or not such damages are caused in whole or in part by negligence or strict liability, and neither party has been warned of the possibility of such damages.

14. No Termination Indemnities

Upon termination of this Agreement for any reason whatsoever, no sums shall be due to any party from the other party for goodwill, severance, loss of opportunity, lost or future profits, reimbursement of advertising and promotion costs, or a similar concept or form of termination indemnities, unless otherwise agreed in writing by the parties.

15. No waiver

The failure of a party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

16. Severability

If any provision of this Agreement is invalid or unenforceable, the balance of the Agreement shall remain in effect. If any provision is inapplicable to a particular circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

17. Arbitration

Any dispute arising out of or from this Agreement, including its nullification, termination or invalidation of this Agreement in any manner whatsoever, shall be settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (“the Rules”). Each Party shall appoint a third arbitrator who shall be appointed by the Arbitration Panel of arbitration shall be

18. Notices

All notices shall be given in writing to the Parties at the addresses set forth below. Notices shall be deemed to have been given if they are delivered to the addressee by hand, by registered mail, or by overnight courier.



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At

19. Amendments

Any amendment or modification to this Agreement shall be agreed to in writing by the Parties to this Agreement.

20. Entire Agreement

This Agreement contains the entire understanding of the Parties relating to the subject matter contained herein, and supersedes all previous agreements, oral or written, between the two. There are no agreements, representations, or warranties made by either Party that are not contained herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

NAME OF AGENT

NAME OF COMPANY

Designation:

Designation:

By:

By:

Date:

.....

Signed in the Presence of:

.....

EXHIBIT A

EX



S.S. LEGAL CONSULTANTS