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MARKETING REPRESENTATIVE AGREEMENT

This Marketing Representative Agreement (“Agreement”) is entered into on **DATE** between **COMPANY** (“Company”) a **STATE** corporation, doing business as **COMPANY** having its principal place of business at **ADDRESS, CITY / STATE** and **REPRESENTATIVE** (“Representative”), having principal place of business at **ADDRESS, CITY / STATE**.

Recitals

Company and Representative desire to enter into a relationship whereby Representative will act as a marketing representative of Company for specified Products in the agreed Territory, as such terms are defined below, on the terms and conditions hereinafter set forth.

Agreements

In consideration of the mutual promises and covenants set forth herein, Company and Representative hereby agree as follows:

1. Definitions. The following terms when used in this Agreement shall have the following meanings.
 - 1.1. “Products” shall mean **(DESCRIPTION OF THE PRODUCT, FOR EXAMPLE: SOFTWARE, HARDWARE, EQUIPMENT ETC.)** The term “Product(s)” shall also include all modifications and enhancements to be provided by Company.
 - 1.2. “License Agreement” shall mean Company standard customer Product License Agreement. See Exhibit A attached **(ATTACH DOCUMENT IF APPLICABLE, IF NOT DELETE)**.
 - 1.3. “Territory” shall mean that certain geographical territory as agreed between Company and Representative. See Exhibit B attached **(ATTACH DOCUMENT OF APPLICABLE, IF NOT DELETE)**.
 - 1.4. “User Manuals” shall mean the most current version of the user manuals customarily supplied by Company to end users who license a Product from Company.

1.5. "End User" shall mean a person or entity that has purchased a license for the Product(s).

2. Appointment of Representative

2.1. Appointment. Company hereby appoints Representative as Company non-exclusive Representative for marketing the Products in the Territory to End-Users during the term of this Agreement. Representative agrees that the marketing rights granted hereby are nontransferable and non-assignable. Company reserves the right to appoint other representatives in the Territory and/or to market the Product(s) directly to End-Users, distributors, dealers, or other marketing entities in the Territory. All marketing of the Products by Representative or its agents shall be only to potential customers located in the Territory. Representative shall have the right to solicit orders for the Products from any potential customer located within the Territory.

2.2. Non-Competition. During the term of this Agreement, Representative shall not engage in the development or distribution, directly or indirectly, of any product or program similar to or competitive with the Products.

2.3. Order Procedure. All orders by Representative shall be submitted to Company by forwarding a License Agreement executed by the End-User. Orders shall be accompanied by payment of the applicable license fee unless Company agrees other payment terms to. These orders shall be deemed offers to make a contract, which can only be accepted by Company execution of the License Agreement. If Company does not accept the offer, any payment made therewith shall be returned to Representative, who shall return said payment to the End-User.

3. Pricing and Terms of Purchase. Company shall have the sole right to establish the prices, charges and terms governing the sale of Products (collectively, the Sales Policies). The Sales Policies in effect from the date of this Agreement until further notice. At least fifteen (15) days prior to a change in the Sales Policies of Company it shall give written notice to Representative of such proposed change and shall specify therein the effective date of such charge.

4. Commissions

4.1. Commissions. On each completed order for which Representative is the procuring cause, represented by a License Agreement. Executed by a customer, accepted by, and for which the full license fee, plus taxes and other charges are received by for a Product for Products ("ORDER"),

Company shall pay to Representative commissions determined in accordance with section 4.2 and Exhibit A attached hereto. For purposes of this agreement, Representative shall be deemed the procuring cause if he or she made the End User contact, demonstrated the Product(s), and solicited orders therefor, and sent to Company an executed License Agreement for its acceptance.

- 4.2. Earned Commissions. Commissions shall be deemed earned by Representative upon receipt and bank collection of payment for an Order. All commissions earned by Representative hereunder shall be paid within fifteen (15) days after receipt of the full license fee for such order, provided that bank collection of the license fee has been completed.
- 4.3. Commissions after Termination. If this Agreement shall terminate for any reason whatsoever, Representative shall be entitled to receive his/her full commissions determined in accordance with the provisions of this section 4 with respect to Orders placed prior to the effective date of such termination which become completed orders.
- 4.4. U.S. Currency. All payments hereunder shall be made in lawful United States currency.
- 4.5. Taxes. All taxes, duties, fees and other governmental charges of any kind, including withholding taxes (except United States taxes based on the gross revenues or net income of Company, which are levied, assessed or otherwise imposed by, or under the authority of any government or any political subdivision, thereof on licenses of Products by Company) shall be borne by End-User and shall not be considered a part of gross receipts upon which commissions are paid.

5. Obligations of Company

- 5.1. Support. Company shall provide such technical support to representative as it deems to be reasonably necessary to enable Representative to perform its obligations under this Agreement.
- 5.2. Updates and New Releases. Company shall provide Representative at the earliest practicable date copies of and information relating to updates, new releases or modifications of the Products.
- 5.3. Technical Support. Company or its designee shall provide technical and maintenance support for the Products to Customers pursuant to the License Agreement.

6. Obligations of Representative