

AGENCY AGREEMENT

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This Agency Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PRINCIPAL LEGAL NAME], a [STATE] [ENTITY TYPE / INDIVIDUAL] with its principal place of business or residence at [PRINCIPAL ADDRESS] ("**Principal**"); and

[AGENT LEGAL NAME], a [STATE] [ENTITY TYPE / INDIVIDUAL] with its principal place of business or residence at [AGENT ADDRESS] ("**Agent**").

Principal and Agent are each a "**Party**" and together the "**Parties**."

Recitals. Principal wishes to appoint Agent to act on Principal's behalf for the limited purposes described in this Agreement, and Agent wishes to accept that appointment, on the terms below. The Parties intend to define clearly the scope of Agent's authority so that Agent does not bind Principal beyond what is authorized. In consideration of the mutual promises below, the Parties agree as follows.

1. Appointment and Scope of Authority

1.1 Appointment. Principal appoints Agent, and Agent accepts the appointment, to act as Principal's agent for the purpose of [DESCRIBE PURPOSE, e.g. soliciting orders for Principal's products / negotiating contracts within set limits / managing a specified account] (the "**Authorized Activities**").

1.2 Scope of authority. Agent's authority is limited to the Authorized Activities and to acts expressly authorized in writing by Principal. Agent has no authority to enter into contracts, incur liabilities, or make commitments binding on Principal except as expressly set out in **Exhibit A** or otherwise authorized in writing.

1.3 Exclusive or non-exclusive. This appointment is [EXCLUSIVE / NON-EXCLUSIVE]. [If exclusive: During the term, Principal will not appoint another agent for the Authorized Activities within the Territory.]

1.4 Territory. Agent is authorized to act within [DESCRIBE TERRITORY, e.g. the State of [STATE] / a named region / N/A] (the "**Territory**").

2. Duties of Agent

2.1 Standard of care. Agent will perform the Authorized Activities with reasonable skill, care, and diligence, and in a professional manner consistent with industry practice.

2.2 Loyalty and good faith. Agent will act in good faith and in Principal's best interest within the scope of the Authorized Activities, will avoid conflicts of interest, and will promptly disclose to Principal any actual or potential conflict.

2.3 Compliance with instructions and law. Agent will follow Principal's lawful written instructions and will comply with all laws applicable to the Authorized Activities, including any licensing requirements.

2.4 Records and reporting. Agent will keep accurate records of all activities conducted on Principal's behalf and will provide reports to Principal **[WEEKLY / MONTHLY / ON REQUEST]**.

2.5 No commingling. Agent will keep any funds it collects on Principal's behalf separate from Agent's own funds and will remit them to Principal within **[NUMBER]** days of receipt, less any amounts Agent is entitled to retain under this Agreement.

3. Duties of Principal

3.1 Cooperation and materials. Principal will provide Agent with the information, materials, and authorizations reasonably necessary for Agent to perform the Authorized Activities.

3.2 Approvals. Principal will respond to Agent's reasonable requests for approval within a reasonable time so as not to impede the Authorized Activities.

3.3 No interference with earned compensation. Principal will not act in a manner designed to deprive Agent of compensation properly earned under Section 4.

4. Compensation

4.1 Commission or fee. Principal will pay Agent **[a commission of [PERCENTAGE]% of [BASIS, e.g. net sales secured by Agent] / a fee of [AMOUNT] per [PERIOD/TASK]]** as compensation for the Authorized Activities.

4.2 When earned. Compensation is earned when **[DESCRIBE TRIGGER, e.g. Principal accepts an order procured by Agent and receives payment]**.

4.3 Payment timing. Principal will pay earned compensation within **[NUMBER]** days after the end of each **[MONTH / QUARTER]**, accompanied by a statement showing the calculation.

4.4 Expenses. Agent is responsible for its own expenses unless Principal agrees in writing in advance to reimburse specified, documented expenses.

4.5 Post-termination compensation. Agent is entitled to compensation on transactions that meet the "when earned" trigger before termination, even if payment or completion occurs afterward, subject to any limits in **Exhibit A**.

5. Relationship of the Parties

5.1 Independent contractor. Agent is an independent contractor. Except for the limited agency expressly granted, nothing creates a partnership, joint venture, or employment relationship.

5.2 Limits of authority. Agent will not represent, expressly or by implication, that it has authority beyond the Authorized Activities, and will make clear to third parties the limited nature of its authority when relevant.

5.3 Taxes and benefits. Agent is responsible for its own taxes and is not entitled to employee benefits from Principal.

6. Confidentiality

6.1 Confidential Information. "**Confidential Information**" means non-public information disclosed by Principal to Agent that is marked confidential or that a reasonable person would understand to be confidential, including customer lists, pricing, and business plans.

6.2 Obligations. Agent will use Confidential Information only to perform the Authorized Activities, will protect it with at least reasonable care, and will not disclose it except to personnel who need it and are bound by confidentiality obligations at least as protective as these.

6.3 Survival. This Section survives termination of this Agreement for **[NUMBER, e.g. 3]** years, and indefinitely for any information that qualifies as a trade secret under applicable law.

7. Term and Termination

7.1 Term. This Agreement begins on the Effective Date and continues until terminated under this Section.

7.2 Termination for convenience. Either Party may terminate on **[NUMBER, e.g. 30]** days' prior written notice.

7.3 Termination for cause. Either Party may terminate immediately on written notice if the other Party materially breaches and fails to cure within **[NUMBER]** days after written notice, or if the other Party becomes insolvent.

7.4 Effect of termination. On termination, Agent will stop acting as Principal's agent, return Principal's property and Confidential Information, and account for and remit any funds held. Each Party will pay amounts owed through the termination date.

8. Indemnification and Liability

8.1 By Agent. Agent will indemnify Principal against third-party claims arising from Agent's acts beyond the scope of its authority, its negligence, or its breach of this Agreement.

8.2 By Principal. Principal will indemnify Agent against third-party claims arising from the Authorized Activities performed within the scope of Agent's authority, except to the extent caused by Agent's negligence or breach.

8.3 Limitation of liability. Except for indemnification obligations and breach of confidentiality, neither Party is liable for indirect, incidental, special, or consequential damages, and each Party's aggregate liability will not exceed the total compensation paid or payable under this Agreement in the **[NUMBER, e.g. 12]** months before the event giving rise to the claim.

9. General Provisions

9.1 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the courts located in **[COUNTY, STATE]**.

9.2 Assignment. Because the agency relationship is personal, Agent may not assign this Agreement without Principal's prior written consent. Principal may assign to a successor in connection with a merger or sale of substantially all assets.

9.3 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.4 Entire agreement; amendment. This Agreement, with its exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.5 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.6 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

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

PRINCIPAL

AGENT

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE / N/A]**

Title: **[TITLE / N/A]**

Date: _____

Date: _____

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