

# Sales Representative Agreement

Effective Date: [zz/yy/2020]

<b>BETWEEN:</b>	
Name: XXXXXXXXXX (hereinafter “XXXXXX”) Address: XXXXXXXXXX Japan	Name: (hereinafter “Sales Representative”) Address:
Duly represented by Name: XXXXX XXXXXXX Title: CEO	Duly represented by Name: Title:
Contact Personnel:	Contact Personnel:

Hereinafter collectively referred to as the “Parties” or individually as a “Party”.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Agreement, the Parties hereby agree as follows:

## 1. APPOINTMENT

Subject to the terms and conditions of this Agreement, hereby appoints the Sales Representative, and the Sales Representative hereby accepts such appointment, as XXXX’s non-exclusive sales representative for the products described in Appendix A (“Products”) in the territory set forth in Appendix B (“**Territory**”).

## 2. RELATIONSHIP OF THE PARTIES

The Sales Representative shall be considered to be an independent contractor. The relationship between XXXXXX and the Sales Representative shall not be construed to constitute a partnership, joint venture or agency of any kind.

## 3. RESPONSIBILITIES OF SALES REPRESENTATIVE

### 3.1 Sales Promotion Activities

The Sales Representative agrees to use its best efforts in marketing the Products in the Territory. In order to develop the full sales potential of the Territory, Sales Representative

agrees that it shall engage in sales promotion activities in the Territory at its expense.

### **3.2 Response to Inquiries**

The Sales Representative shall respond to inquiries regarding the Products from customers in the Territory.

### **3.3 Orders**

The Sales Representative shall forward purchase orders for Products by e-mail or through XXXXXX's Web Site to XXXXXX for its customer.

### **3.4 Support for Execution of the Sales and Purchase Agreement**

The Sales Representative shall provide support to its customer for execution of the Sales and Purchase Agreement between XXXXXX.

### **3.5 Support for Import of the Products**

The Sales Representative shall provide support to its customer for import procedure of the Products into the Territory.

### **3.6 Reports**

The Sales Representative shall make reports to XXXXXX as reasonably requested by XXXXXX with respect to sales and potential sales.

### **3.7 Compliance with Law**

The Sales Representative shall comply with all applicable laws and regulations in the Territory.

## **4. EXPENSE**

Subject to written approval in advance by XXXXXX, XXXXXX shall reimburse the Sales Representative for its actual and reasonable expenses incurred.

## **5. PRICE**

XXXXXX has the exclusive right to establish and set all prices for Product.

## **6. COMMISSION**

In consideration for the sales and promotion efforts of the Sales Representative, XXXXXX will pay the Sales Representative a commission ("Commission") on all

collected revenue from the sales of Products to customers in the Territory if such sales are the result of orders by Sales Representative and sales agreements signed by the customer and XXXXXX during the term of this Agreement. Such Commission shall be equal to the applicable percentage set forth below of the sales amount of the Products (excluding transportation fees and taxes) in the Territory.

Commission : ●%

## **7. PAYMENT OF COMMISSION**

**7.1** The Commissions shall be paid quarterly in accordance with accurate records provided by XXXXXX which specifies the quantity of Products purchased by the customer in the Territory as a result of the Sales Representative's sales promotion activities during that quarter as follows: (i) the Commissions for the period of 1st January ~ 31st March shall be paid by the end of April, (ii) the Commissions for the period of 1st April ~ 30th June shall be paid by the end of July, (iii) the Commissions for the period of 1st July ~ 30th September shall be paid by the end of October, and (iv) the Commissions for the period of 1st October ~ 31st December shall be paid by the end of January.

**7.2** The Commissions shall be paid by telegraphic transfer to the bank account designated by the Sales Representative in Japanese Yen. The bank charges imposed by the bank of XXXXXX shall be borne by XXXXXX and the beneficiary bank charges and intermediary bank charges shall be borne by the Sales Representative.

**7.3** The Sales Representative shall be responsible for any tax liability in respect of the Commissions.

## **8. SAMPLES & SALES MATERIALS**

XXXXXX may provide necessary information, samples and sales materials for sales promotion activities of the Products in its sole discretion to cooperate with the Sales Representative.

## **9. TRADEMARK**

All trademarks, trade names and other proprietary rights in and with respect to Products are and will remain exclusively the property of XXXXXX. During the Term of this Agreement, the Sales Representative may indicate that it is an authorized Sales Representative of XXXXXX and may use trademarks, logos, and trade names of XXXXXX applicable to Products in connection with sale of Products in Territory in

accordance with the terms of this Agreement. All use of such trademarks shall be immediately discontinued upon the termination of this Agreement. The Sales Representative shall not directly or indirectly obtain or attempt to obtain at any time any right, title or interest by registration or otherwise in or to the trademarks owned or used by XXXXXX.

## **10. NO ASSIGNMENT**

The Parties shall not assign any rights or obligations guaranteed under this Agreement to any third person without the prior written consent of the other Party.

## **11. TERM**

The term of this Agreement shall be one (1) year from the Effective Date. The term of this Agreement shall automatically be renewed for additional one (1) year terms unless either Party provides the other Party with a written notice expressing its desire not to renew this Agreement at least one (1) month prior to the expiration date of the then current term.

## **12. TERMINATION**

**12.1** Either Party may terminate this Agreement and/or an Individual Agreement with immediate effect without any notice if the other Party:

- (1) receives a disposition to suspend transactions or payments by a financial institution, or the other Party's note is dishonored;
- (2) becomes subject to provisional seizure, provisional disposition, or compulsory execution by a third person and the other Party deems it difficult for the Party to perform its obligations under this Agreement;
- (3) files or has filed against it a petition in bankruptcy or other similar procedure for the settlement of obligations; or
- (4) commits a breach of any of the terms of this Agreement and/or an Individual Agreement and fails to remedy such breach within seven (7) days of being notified in writing of the breach.

**12.2** Either Party may terminate this Agreement at any time with one (1) month prior written notice to the other Party without any reason.

## **13. INDEMNIFICATION**

Each Party agrees to indemnify the other Party for any losses caused to the other Party as a result of a breach of this Agreement.

#### **14. CONFIDENTIAL INFORMATION**

The Parties undertake to keep confidential and agree not to disclose to any third person or not to use except for the purpose of this Agreement all information that is disclosed or provided by the other Party (“Confidential Information”). Upon request by the other Party at any time, each Party shall promptly return the original and all copies of all Confidential Information. The foregoing obligations in this Article shall not apply, however, to any portion of Confidential Information that the receiving Party can demonstrate to the disclosing Party (i) became available to the public through no fault of the receiving Party; (ii) is lawfully obtained from a third person without a duty of confidentiality; (iii) is known to the receiving Party prior to such disclosure; or (iv) is independently developed by the receiving Party without the use of any of disclosing Party’s Confidential Information.

#### **15. MISCELLANEOUS**

When any matter not covered by this Agreement and any question regarding this Agreement arises, the Parties shall decide the matter by good faith discussion between them in each case.

#### **16. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Japan.

#### **17. ARBITRATION**

Any disputes which may arise between the Parties in relation to or in connection with this Agreement shall be finally settled by arbitration in Tokyo, Japan, in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. The tribunal shall consist of one arbitrator. The language of the arbitration shall be English.

#### **18. LANGUAGE**

This Agreement is executed in English, and if this Agreement is translated into another language for convenience or other purpose, the English text shall prevail.

#### **19. ENTIRE AGREEMENT**

This Agreement, together with any attached appendices, constitutes the entire agreement between XXXXXX and the Sales Representative and supersedes all prior agreements or understandings with respect to the subject matter contained herein. This Agreement shall

not be changed except by a written agreement signed by both Parties.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement upon signing by duly authorized officers of both Parties as of the Effective Date.

**XXXXXX**

By: \_\_\_\_\_

Name: Kazumasa XXXXXX

Title: CEO

**Sales Representative**

By: \_\_\_\_\_

Name:

Title:

## **Appendix A Product**

The brands of Products are as follows:

- (i) Shikisai
- (ii) Manyo
- (iii) XXXXXX Woven

Please refer to the product catalogue for more details.

## **Appendix B Territory**

Italy