Article 1. Appointment of Agent

1.1 The Company hereby appoints the Agent as its exclusive agent in the territory specified as follows (hereinafter referred to as “Territory”), for the sale of the products as specified as follows (hereinafter referred to as “Products”). Territory and Products may be amended by mutual written consent of the parties.

1.2 The Agent shall not, in the Territory, deal in any products or goods, nor shall it represent any other suppliers or manufacturers of any products or goods, which are
in the opinion of Company similar to or competitive with the Products to be supplied or manufactured by Company pursuant hereto.

1.3 It is hereby expressly agreed and declared by and between the parties hereto that all customers heretofore or at any time hereafter called on by or introduced to the Agent are customers of the Company and are not customers of the Agent nor has the Agent any proprietorial interest therein or in any list of such customers.

Article 9. Commission

9.1 The Agent may receive on each sale of Products described in Paragraph 1.1 of this Agreement occurring during the term of this Agreement a commission of [ ] % of the “Net Cash Received.” The term “Net Cash Received” as used herein shall mean the net amount of payments received by the Company from the customers for the Products, less charges, if any, for taxes, duties, freight and insurance, etc. A separate commission agreement may be made between the parties stating the commission amount on a case by case basis. Unless otherwise agreed in any particular case, sales for the purpose of the commission shall be deemed not to be effected in the Territory unless both the customers’ address from which the order is issued and the place where the Products are to be delivered are within the Territory.
9.2 The sales of Products by the Company, during the term of this Agreement for which the Agent is entitled to receive the commission described in the preceding Paragraph 9.1 include and are limited to:

(a) any sale of Products by the Company, where the Products are to be delivered by the Company to a location within the Territory pursuant to an order or enquiry received from a customer whose address, from which such order or enquiry was received, is located in the Territory, irrespective of whether such order or enquiry was received directly by the Company or through the Agent, and

(b) any sale of Products by the Company, other than a sale described in the preceding subparagraph (a), made pursuant to any order or enquiry first forwarded by the Agent to the Company, where such Products are to be delivered by the Company to a location within the Territory, or the customer’s address, from which such order or enquiry was received, is located in the Territory.

9.3 Any commission stipulated and paid hereunder shall be deemed to cover all the costs, fees, charges and other expenses incurred by the Agent in connection with the respective
sale of the Products.

9.4 Upon termination of this Agreement, the Agent is only entitled to receive the commission in respect of sales resulting from orders received by the Company up to the date of such termination, for which payment is subsequently made to the Company pursuant to this Agreement.