BRANCH MANAGEMENT AGREEMENT

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The effective date of this Branch Management Agreement (the “Agreement”) is [DATE], made

**AMONGST: [YOUR COMPANY NAME]** (the "Company"), a company organised and existing under the laws of [STATE/PROVINCE] of [COUNTRY], with its head office located at:

[YOUR COMPLETE ADDRESS]

**AND: [COMPANY NAME]** (the "Agent"), a company organised and existing under the laws of [STATE/PROVINCE] of [COUNTRY], with its head office located at:

[COMPLETE ADDRESS]

WHEREAS [COMPANY NAME] carries on the business of [BRIEFLY DESCRIBE NATURE OF BUSINESS], *inter alia*, throughout [COUNTRY] (the “Business”);

WHEREAS Company wishes to engage [AGENT NAME] to establish and manage a branch office on its behalf in [STATE/PROVINCE] in connection with the [COUNTRY] operations of the Business (the “[COUNTRY] Business”), and the Agent wishes to establish and manage a branch office in the [STATE/PROVINCE] for and on behalf of Company in connection with the [COUNTRY] Business;

WHEREAS both parties, wish to set out in writing the terms and conditions of their arrangement;

NOW THEREFORE BOTH PARTIES HERETO AGREE AS FOLLOWS:

**1.** **PREAMBLE**

The Preamble to this Agreement shall form an integral part hereof as if at length recited herein.

**2. ENGAGEMENT**

Company hereby engages the Agent, who agrees to act as its manager in charge of the [COUNTRY] Business, for the term and remuneration and under the terms and conditions hereinafter set forth.

**3. SCOPE OF SERVICES TO BE PROVIDED**

The Agent shall carry out the duties incumbent upon a manager in charge of the [COUNTRY] Business of Company and shall act as such throughout the term of this Agreement and any extensions or renewals thereof as provided for herein, the whole subject to such adjustments, extensions or limitations of its functions as may be hereinafter set forth or determined from time to time by the authorised representatives of Company:

3.1 accepting orders from customers and prospective customers for the [COUNTRY] Business (the “Customers”) for the services offered by the [COUNTRY] Business, with authority to bind Company therefore, subject to the following conditions:

3.1.1 the Agent may only accept orders in connection with the [COUNTRY] Business which represent current or potential services performed or to be performed by Company within [COUNTRY] only; and

3.1.2 the orders accepted by the Agent shall be on Company‘s standard lease forms incorporating Company‘s standard terms and conditions, such lease forms to be provided by Company;

3.2 following up inquiries with the Customers; and

3.3 using all reasonable efforts to promote the use of Company’s services and the interests of Company in general.

**4. DILIGENCE**

In carrying out its functions as the Agent in charge of the [COUNTRY] Business, the Agent shall act in good faith with due care, prudence and diligence and in the best interests of Company, and the Agent agrees to devote the necessary business time and effort to the performance of its duties and obligations hereunder.

**5. COMPENSATION**

As compensation for the services to be performed hereunder by the Agent as aforesaid, Company agrees to pay to the Agent the monthly fee of [AMOUNT] in [CURRENCY] for each month of the term of this Agreement (the “Compensation”) payable in [NUMBER] equal consecutive monthly instalments in advance of the [NUMBER] day of each month, and shall reimburse to the Agent all reasonable expenses incurred by it in connection with the fulfilment of its duties hereunder, upon presentation by it of evidence thereof.

In the event that this Agreement is terminated prior to the expiry of its term, the Agent shall be entitled to the portion of the balance of the Compensation which corresponds to the portion of the current month of this Agreement throughout which this Agreement remained in force, payable at the time of the termination of this Agreement.

**6. TERMS**

This Agreement shall be for an initial term of [NUMBER] year and shall be automatically renewed from year to year unless either party gives the other party written notice of its intention not to renew the present Agreement at least [NUMBER] days prior to the expiry of any such term.

**7. TERMINATION**

Notwithstanding the terms hereof, the present Agreement shall terminate automatically upon any breach of the terms and conditions hereof by the Agent, without compensation (save as provided for in Article 5, notice or delay. Furthermore, notwithstanding the foregoing, either party to this Agreement may terminate this Agreement at any time upon [NUMBER] days’ written notice to that effect to the other party.

Upon termination of this Agreement, for any reason whatsoever, whether pursuant to Article 7 hereof or otherwise, the Agent shall turn over to Company forthwith all documents, records, files, customer lists and all copies thereof obtained by or in the possession of the Agent in connection with this Agreement and his obligations hereunder.

**8. CONFIDENTIAL INFORMATION**

The Agent shall not at any time, whether during the term of the Agreement or any renewal hereof or thereafter, directly or indirectly disclose to any person any trade secrets or confidential information relating to the [COUNTRY] Business or to the affairs, operations or clientele of Company without the prior written consent of Company. The Agent agrees that it will take reasonable precautions to preserve the confidential, proprietary and secret nature of all information, which is disclosed to it as being confidential or secret in nature, or which it knows is confidential or secret in nature. The Agent’s obligations hereunder shall not apply to any information which it can reasonably demonstrate through documentation has become generally known to the trade or the public, through no fault or action on its part, prior to or subsequent to the disclosure.

**9. INJUNCTION**

In the event of any violation by the Agent of any terms and provisions hereof, Company shall have the right, in addition to all other rights provided by law or this Agreement, to obtain a provisional injunction, interlocutory injunction and permanent injunction to prevent the Agent or persons acting on its behalf from violating the provisions of this agreement hereof. In such case, the Agent renounces to any defence based on the availability to Company of other recourses and hereby acknowledges that any violation by it of the provisions hereof shall cause irreparable damage to Company. The Agent further agrees that all restrictions contained in these articles hereof are reasonable.

**10. INDEPENDENT CONTRACTOR**

In the performance of its services rendered to Company hereunder, the Agent is and shall act as the agent of Company, maintaining full responsibility and complete control over the activities of his employees, agents and servants, if any, and assuming responsibility for all expenses incurred in connection therewith, except reasonable expenses pursuant to Article 5 hereof. The Agent is not and shall not act as an employee or servant of [YOUR COMPANY], and the Agent consequently does not have, and shall not hold itself out as having, any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of or which is binding upon Company otherwise than as expressly set out at Section 3.1 above.

**11. SUBCONTRACTING**

The Agent shall not assign its rights or delegate its performance hereunder without the prior written consent of Company, and any attempted assignment or delegation without such consent shall be null and void.

**12. NOTICE**

All notices, requests, demands and other communications hereunder shall be made in writing with specific reference to this Agreement and shall be deemed to have been delivered on the date of their delivery, if by hand, with a signed acknowledgement of receipt of delivery; or on the [NUMBER] business day after their transmission, if sent by telex, telegraph or telecopier; or on the [NUMBER] business day after the day on which they were mailed by first class, certified or registered mail, if sent by mail, as follows:

12.1 if to Company:

[YOUR COMPLETE ADDRESS]

Attention: [YOUR NAME]

12.2 if to the Agent:

[COMPLETE ADDRESS]

Attention: [NAME]

or to such other address or addresses as may be specified from time to time in a written notice given by such other party.

**13. ASSIGNMENT**

This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

**14. COUNTERPARTS**

This Agreement may be executed in counterparts, and each executed copy of this Agreement shall be considered an original, but such copies together shall constitute but one and the same instrument.

**15. VALIDITY**

Each of the Articles, sections and subsections of this Agreement shall be interpreted separately, and the invalidity of any one shall not affect the validity of this Agreement and the other terms and conditions contained herein.

**16. GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of [STATE/PROVINCE] and the laws of [COUNTRY] applicable therein, and the parties hereby irrevocably nominate the courts of [STATE/PROVINCE] as the appropriate jurisdiction to hear any dispute which may arise under or in connection with this Agreement.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

COMPANY AGENT

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title