EXCLUSIVE IMPORTATION AND SALES AGREEMENT

****

This Exclusive Importation and Sale Agreement (the “Agreement”) is effective [DATE],

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

 [YOUR COMPLETE ADDRESS]

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

 [COMPLETE ADDRESS]

WHEREAS the Company manufactures [SPECIFY], under various names including without limitation [SPECIFY TRADE NAMES];

WHEREAS the Importer has experience and expertise in the importation of products manufactured by others in the [GEOGRAPHIC LOCATION], and in particular, in [COUNTRY];

WHEREAS the Company wishes to engage the services of the Importer to sell Products in [COUNTRY], and Importer wishes to do so;

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

**NOW THEREFORE THE PARTIES** **HERETO AGREE AS FOLLOWS:**

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

2. This Agreement shall run for an initial term from the effective date set out above to [DATE], inclusively. It shall be automatically renewed for consecutive successive periods of [NUMBER] months each commencing on [DATE] and terminating on [DATE] of each successive calendar year, unless:

2.1 written notice of non-renewal is sent by either party hereto to the other party not less than [NUMBER] days before the end of that calendar year; provided however that all orders placed by the Importer prior to [DATE] of that calendar year shall be filled by the Company within [NUMBER] days following the termination of the Agreement; or

2.2 written notice of termination for cause is sent by the Importer to the Company; in which case the termination shall be effective upon the date specified in the notice, which may but need not be the date on which it is given; cause is defined for the purpose of such notice as the Company’s failure to fill [NUMBER] or more orders during a successive [NUMBER] month period within the delays provided below; or

2.3 written notice of termination for cause is sent by the Company to the Importer; in which case the termination shall be effective upon the date specified in the notice, which may but need not be the date on which it is given; cause is defined for the purpose of such notice as the Importer’s failure to pay for Products ordered *in re*spect of [NUMBER] or more orders during a successive [NUMBER] month period within the delays provided below.

3. The Company hereby grants the Importer the exclusive rights to import, sell and distribute all products manufactured from time to time by the Company now or in the future, including without limitation the products described in the preamble (collectively, the “Products”), in [COUNTRY], and the Importer hereby undertakes to export, sell and distribute the Products in [COUNTRY].

4. The Company shall direct all orders and enquiries received from customers or prospective customers located or operating in [COUNTRY] to the Importer. The Importer shall have sole and unfettered discretion to determine, implement and adjust from time to time, as deemed necessary by the Importer, the means and methods used to market, distribute and sell the Products in [COUNTRY].

5. The Company shall make available to the Importer all technical information, including without limitation the ingredients, composition, quality control parameters, and shall update from time to time, the whole as requested by the Importer in order to permit the Importer to the [COUNTRY] authorities such documentation as may be required by them for the issuance to the Importer of any importation or other permits required for the performance of its obligations hereunder in [COUNTRY]. The Importer shall use its best efforts to obtain any such permits as may be so required, which shall be an obligation of means and not of result. All such permits shall at all times be and remain the sole and exclusive property of the Importer, and may not be transferred, assigned or otherwise alienated without the Importer’s prior written consent, which may be withheld.

6. The Importer shall translate from [LANGUAGE] TO [LANGUAGE] all information required in connection with the application for a permit from the [COUNTRY] authorities to import the Products into [COUNTRY], as well as all information necessary for the packaging and labelling of Products to be sold in [COUNTRY], the whole at no additional cost to the Company, but provided however that the Importer shall have and retain the copyright in all such translations into [LANGUAGE].

7. All market surveys, client lists, and related information prepared, compiled or otherwise generated by the Importer shall be and remain its sole and exclusive property both throughout the term of this Agreement and following its termination.

8. The Importer shall place orders with the Company in writing for such quantity and type of Products as it, in its sole discretion, determines are required to meet its marketing, sales and distribution obligations in [COUNTRY], each of which orders shall not be for less than [AMOUNT] in [COUNTRY] funds. The Company agrees to ensure an adequate supply of all Products to fill such orders from the Company within [NUMBER] business days from receipt of each order, save and except for special orders, which shall be handled on a case-by-case basis. The Importer shall pay for all Products ordered from the Company in [CURRENCY] as to [%] per cent within [NUMBER] days from the Importer’s confirmed order date and as to the balance of [%] within [NUMBER] days from the Importer’s confirmed order date. “Confirmed order date” for these purposes shall mean the date on which the order is sent by telecopier or mailed to the Company. The method of delivery shall be determined by, and the Importer shall assume the costs of such delivery.

1. In the performance of the services contemplated herein, the Importer is and shall act as an independent contractor, maintaining full responsibility and complete control over its activities and those of its employees, agents and servants, if any, and assuming responsibility for all expenses incurred in connection therewith. The Importer is not and shall not act as an employee or servant of the Company, and the Importer 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 the Company.

10. The Importer retains the right, in its sole and unfettered discretion, to assign its rights or delegate its performance hereunder to a third party chosen by the Importer, without being required to obtain the prior written consent of the Company. Any assignment or delegation by the Company of its rights or performance hereunder, or any sale of the business, assets or shares of the Company, including without limitation one or more of the product rights, formulae, name of the Company or of the Products, or any amalgamation or merger of the Company with any third party shall in all such cases be subject to the assumption by such third party of all obligations of the Company to the Importer pursuant to this Agreement, failing which such transaction shall be null and void as regards the Importer.

11. 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 acknowledgment 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:

11.1 If to the Company:

[YOUR COMPANY NAME]

[YOUR COMPLETE ADDRESS]

Attention: [NAME], CEO

Telecopier: [EMAIL ADDRESS]

11.2 If to the Importer:

[COMPANY NAME]

[FULL ADDRESS]

Attention: [NAME], CEO

Telecopier: [EMAIL ADDRESS]

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

12. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, administrators, successors and permitted assigns.

13. 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.

14. 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.

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

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title