

## Contrato de Agente Comercial en Inglés

### COMMERCIAL AGENCY CONTRACT

**DATE:** .....

**BETWEEN:**

..... [company legal name] whose registered office is at ..... [address, city and country] and registration/fiscal number is ....., represented by ..... [surname and first name, position] (hereinafter referred to as "the Principal"),

**AND:**

*Alternative A [When the Agent is an individual]*

Mr./Ms. ...., of legal age, ..... [include professional qualification], Tax Identification Number....., registered address ..... , acting on his/her own behalf (hereafter, "the Agent").

*Alternative B [When the Agent is a company]*

..... [company legal name] whose registered office is at ..... [address, city and country] and registration/fiscal number is ....., represented by ..... [surname and first name, position] (hereinafter referred to as "the Agent").

**It is agreed as follows:**

**1. PRODUCTS AND TERRITORY**

The Principal authorizes the Agent, and the Agent accepts, the right to act as Commercial Agent to promote the sale of:

*Alternative A.* The following products ..... (hereafter "the Products"), in the following designated territory: ..... (hereafter "the Territory").

*Alternative B.* The products as described in Annex 1 of the present Contract (hereafter "the Products") in the territory as set out in Annex 1 (hereafter "the Territory").

**2. FUNCTIONS OF THE AGENT**

*Alternative A.* The Agent may negotiate sales transactions on behalf of the Principal, without being entitled to sign contracts on the Principal's behalf or impose any sort of legal or other obligation upon the Principal. The Agent shall merely inform clients as to the sales conditions established by the Principal.

*Alternative B.* The Agent shall negotiate and close sales transactions on the Principal's behalf. When negotiating with clients, the Agent shall promote the Products strictly under the sales conditions and clauses stipulated by the Principal.

### **3. ACCEPTANCE OF ORDERS**

The Agent shall inform the Principal of any order received. The Principal may refuse to deal with any order managed by the Agent; nevertheless the continued rejection of orders shall be deemed contrary to good faith and shall be considered a breach of contract by the Principal. The Principal shall inform the Agent within ..... [3, 7, 10] calendar days of the acceptance or rejection of orders passed on by the Agent.

### **4. OBLIGATION TO MEET A MINIMUM SALES OBJECTIVE**

The Agent undertakes, for each year of the term of the Contract, to pass on orders for a minimum of ..... [insert amount of money] and/or ..... [insert amount of products]. Should the Agent fail to meet the minimum objective established hereunder by the end of each year, the Principal shall be entitled to choose between: a) termination of the Contract; b) cancellation of exclusivity, where applicable; c) reduce the size of the Territory. The Principal must give written notice to the Agent of the exercise of such rights within 30 calendar days from the end of the year in which the minimum objective was not achieved.

### **5. EXCLUSIVITY**

*Alternative A.* Throughout the term of the present Contract, the Principal shall not grant sales rights for the Products within the Territory, to any third party. Nevertheless, the Principal shall be entitled to negotiate directly, without the Agent intermediating, with clients located in the Territory on condition that the Principal informs the Agent of such agreements. In such cases, the Agent shall be entitled to receive a reduced commission as set out in Annex 2, unless the Principal has reserved the right to negotiate exclusively with clients mentioned in Annex 3 of the present Contract.

*Alternative B.* The Principal may grant to any third party the right to represent and sell its Products in the Territory. The Agent shall not be entitled to commission for sales thus generated.

### **6. COMMITMENT NOT TO COMPETE**

*Alternative A.* Unless the Principal gives authorization to the contrary, the Agent shall not manufacture, distribute or represent any type of product which may compete directly with the Products. To this end, the Agent declares that on the date of signing the present Contract, it acts as agent or distributor for the organizations and products mentioned in Annex 4 of the present Contract. The commitment not to compete shall be upheld throughout the term of the Contract and for a further ..... [1, 2, 3] years after its completion.

*Alternative B.* Throughout the term of the present Contract, the Agent shall be entitled to manufacture, distribute or represent products similar to those of the Principal, on condition that the Agent informs the Principal of such actions.

**7. OBLIGATION TO INFORM THE PRINCIPAL**

The Agent shall keep the Principal duly informed as to market conditions, the competition and the legislation pertinent to the commercialization of the Products. Similarly, the Principal shall send the Agent a report every ..... [1, 2, 3] months regarding its activities and sales expectations.

**8. OBLIGATION TO INFORM THE AGENT**

The Principal shall provide the Agent with all the information necessary regarding the Products (catalogs, technical specifications, user manuals, price lists, etc.). Similarly, the Principal shall inform the Agent immediately of any modification to prices, conditions of sale or payment. Should the Principal's supply capacity be significantly lower than that expected by the Agent, the Principal shall inform the Agent within a reasonable period of time.

**9. CONFIDENTIALITY**

Throughout the term of the present Contract or after its conclusion, the Agent may not reveal to third parties any commercial or technical information, nor use such information for purposes other than those set out in the present Contract.

**10. SUBAGENTS**

*Alternative A.* The Agent may contract subagents anywhere in the Territory, on condition that the Principal is informed of such action a minimum of ..... [1, 2, 3] months in advanced. The Agent shall be fully responsible for the actions of the subagents on the same terms as if carrying out the transactions itself.

*Alternative B.* The Agent shall not contract subagents without prior authorization from the Principal.

**11. PROHIBITION OF OTHER TERRITORIES**

The Agent shall not represent the Principal, nor carry out sales transactions, with clients located outside the limits of the Territory. The Agent shall inform the Principal of any orders placed by organizations located outside the Territory, without such communication giving any entitlement to commission.

**12. TRADEMARKS, BRAND NAMES, LOGOS AND OTHER INDUSTRIAL PROPERTY RIGHTS**

The Principal declares, and the Agent accepts, that trademarks, brand names, logos and other industrial property rights hereunder, have been appropriately registered [*include inscription data*]. The Agent undertakes not to register any trade mark, brand name or logo equal or similar to those of the Principal inside or outside the Territory. Similarly, the Agent

undertakes to notify the Principal immediately of any violation or undue use of such rights by third parties, in order that the Principal may take the appropriate legal proceedings.

### **13. TECHNICAL SUPPORT**

The Principal shall provide the Agent with the technical support necessary for the Agent to gain sufficient knowledge of the Products. Should it be necessary, the costs and limits of such support shall be set out in the Annexes of the present Contract.

### **14. AFTER-SALES SERVICE AND MAINTENANCE**

All after-sales and maintenance services provided by the Agent shall be billed to the Principal under the terms set out in the annexes of the present Contract. Such services shall be offered to all Products located within the Territory, whether or not they have been sold by the Agent.

### **15. ADVERTISING AND PUBLICITY**

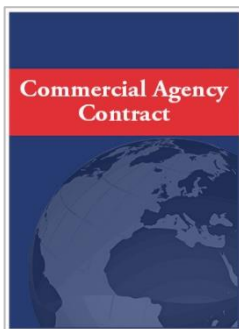
Both parties may agree to joint activities of advertising or publicity (the publishing of catalogs, mail campaign, point-of-sale promotions, attendance at trade fairs, Internet advertising, etc.).

*Alternative A.* The costs of advertising and publicity shall be shared between both parties in the following proportions: Principal, ..... %; Agent, ..... %.

*Alternative B.* Each party shall assume the costs of advertising and publicity which it has carried out.

### **16. FINANCIAL RESPONSIBILITY OF THE AGENT**

The Agent shall inform the Principal as to the solvency of the clients it passes on to the Principal. The Agent shall not pass on orders from clients when it has reason to believe that such clients may be unable to honor their payment commitments, without giving prior warning to the Principal. In cases of transactions in which the client fails to make proper payment, a penalty shall be applied to the Agent's commission, under the terms set out in Annex 2 of the present Contract.



**Esta es una muestra del Contrato de Agente Comercial en Inglés.**

**Para obtener más información sobre este contrato haga clic en:**

**[CONTRATO DE AGENTE COMERCIAL EN INGLES – COMMERCIAL AGENCY CONTRACT](#)**

## CONTRATOS MERCANTILES

- Contrato de Compraventa Mercantil
- Contrato de Distribución Comercial
- Contrato de Agente Comercial
- Contrato de Comisión Ventas
- Contrato de Prestación Servicios
- Contrato de Consultoría Empresas
- Contrato de Suministro de Productos
- Contrato de Fabricación de Productos
- Contrato de Franquicia Individual
- Contrato de Máster Franquicia
- Contrato de Alianza Estratégica

## CONTRATOS TECNOLÓGICOS

- Contrato de Licencia de Patente
- Contrato de Licencia de Marca
- Contrato de Transferencia de Tecnología
- Contrato de Know How
- Contrato de Licencia de Software
- Contrato de Distribución de Software
- Contrato de Desarrollo de Software
- Contrato de Desarrollo de Página Web
- Contrato de Investigación y Desarrollo
- Contrato de Compraventa de Dominio .com
- Contrato de Compraventa de Dominio .es

## CONTRATOS LABORABLES

- Contrato de Alta Dirección
- Contrato de Trabajo Indefinido
- Contrato de Trabajo Temporal
- Contrato de Trabajador Autónomo

## CONTRATOS DE CONFIDENCIALIDAD

- Confidencialidad entre Empresas
- Confidencialidad de Producto o Idea
- Confidencialidad para Empleados
- Confidencialidad para Consultores

## CONSTITUCIÓN DE EMPRESAS

- Sociedad Anónima
- Sociedad Limitada
- Sociedad Limitada Unipersonal
- Sociedad Limitada Profesional
- Unión Temporal de Empresas (UTE)
- Agrupación de Interés Económico (AIE)
- Fundación de Ámbito Estatal

## DOCUMENTOS PARA EMPRESAS

- Pacto de Socios para Crear Empresa
- Pacto de Socios con Inversor
- Plan de Negocio para Inversores
- Propuesta de Negocio para Inversores
- Memorándum de Entendimiento
- Cartas de Intenciones para Empresas
- Poderes Mercantiles para Empresas

## CONTRATOS EN INGLÉS

- Export Contract
- Import Contract
- Distribution Contract
- Agency Contract
- Service Provider Contract
- Strategic Alliance Contract

## DOCUMENTOS EN INGLÉS

- Shareholders Agreement
- Investors Agreement
- Business Plan for Investors
- Business Proposal for Investors

Compra online  
[www.startuplegal.es](http://www.startuplegal.es)  
[info@startuplegal.es](mailto:info@startuplegal.es)