

AGENCY AGREEMENT

This agreement is made between **CEED International (Pty) Ltd** of P.O.Box 9420 Edleen 1625, South Africa (Company Registration Number 2001/025579/09) and -----
----- (Full Names of Agent), with Identification Number:
..... (ID/International Passport) in relation to the disclosure of certain information for the purpose of facilitating the execution of potential business opportunities.

Each party undertakes:

1. To keep in strict confidence and in safe custody, any information, knowledge, data, know-how, strategies, plans and (or) any other material communicated to it by, or acquired from the other party in this agreement. Not to make copies of “the information” or use it for any reason except for the purpose of executing the contents of “**SCHEDULE 1**”;
2. To limit access to “information” to persons who have a reasonable need to know for the purpose of executing the contents of “**SCHEDULE 1**”;
3. Not to release “information” in whole or in part to any third party not named above or any representative of any third party for any reason whatsoever, without the consent of the other party.
4. To exchange proprietary and confidential information to the extent of their right to do so, and as is required for each party to perform its obligations;
5. To specifically exchange information with regard to performance, sales, financial, contractual, and special marketing information, ideas, technical data and concepts originated by the disclosing party, but not previously available to the receiving party without restriction.

SCHEDULE 1

Whereas **CEED International (Pty) Ltd** is a Business Solutions Organization, and is desirous of exploring business development activities with -----
----- (Agent’s name).

And:

Whereas ----- has the capacity to offer trade and business related services as a business development Agent of **CEED International (Pty) Ltd.** The parties are entering into this Agreement to deliver value-adding products and services to meet existing and developing needs.

NATURE OF THE RELATIONSHIP

Good Faith:

The parties shall at all times owe each other a duty of the utmost good faith. The parties undertake to respect and understand the spheres of interest of the other.

Co-operation:

- This collaboration agreement concerns only projects in which both parties have decided to participate in together and jointly.
- Parties shall assess and evaluate each project jointly on its own merit, and perform tasks accordingly on a project-by-project basis.
- Each party shall perform its scope of work and acknowledge its responsibilities for matters relating to the assigned task. Each party shall provide sufficient materials, resources, facilities and personnel that may be necessary for the proper completion of its scope of work.

Costs

Each party will bear all costs, risks, liabilities incurred by it arising from its obligations and efforts under the partnership. No party shall have any right to any reimbursement, payment or compensation of any kind from the other party, except by prior agreement.

Contracts

The parties shall be responsible jointly for the negotiation and conclusion of contracts on such terms and conditions as deemed fit. The sharing formula and procedure of proceeds from such contracts and other activities shall also be agreed upon jointly prior to the execution of the contract or activity.

Exclusivity

Each party is not bound by this agreement with regard to projects of no direct bearing or (in) conflict with projects jointly being executed by parties to this agreement.

Duration

This Agreement shall cease to exist as and when the parties jointly agree not to continue with the partnership arrangements as set out in this Agreement.

SCOPE OF ACTIVITIES

The activities of the team shall include, but not be limited to the scope of work herein underlisted:

- Market Information – Information / enquiry costs shall be charged.
- Product enquiry or/and marketing – Commissions and/or fees shall be charged
- Commodity Trading and /or brokerage – Commission shall be charged.
- Feasibility and/or Technical reports – Fees shall be charged.
- Diverse services – Promotions, Sales, Registrations etc – Services shall be charged.

REMUNERATION STRUCTURE

1. Commission

The Agent would be entitled to an agreed Commission of.....% of the unit cost of each item sold or in relation to specific business transaction consummated.

2. Performance Bonus

Based on the attainment of set targets, the Agent would be rewarded and further encouraged with a Performance Bonus as set out by the Company management.

3. Probation Period

A probational period ofmonths is agreed to by both parties, as the time taken to settle into the agency programme and the Company programmes.

Signed for and on behalf of CEED International (Pty) Ltd.

Name: _____

Signature: _____ **Date:** _____

Signed by Business Development Agent:

Name: _____

Signature: _____ **Date:** _____