

INTERMEDIARY CONTRACT FOR TRADE OPERATIONS



Date:

Between:

..... [company legal name] whose registered office is at
[address, city and country] and registration/fiscal number is

and:

Alternative A [When the Intermediary is an individual]

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

Alternative B [When the Intermediary is a company]

..... [company legal name] whose registered office is at
[address, city and country] and registration/fiscal number is

Both Parties recognize mutual legal capacity to undertake the obligations of the present Contract and declare the following:

- I. That the core activity of the company (hereafter, “the Company”) is
- II. That Mr./Ms. [or the company] (hereafter, “the Intermediary”) has ample experience in the sale and purchase of products in international markets, and is therefore able to obtain for the Company firm orders for its products from the company with headquarters at (hereafter, “the Buyer”), having been requested by the latter to procure products of the type manufactured by the Company.
- III. That the Parties have reached an agreement through which the Intermediary shall take charge of the activities of intermediation necessary to effect the sale, from the Company to the Buyer, of the products described in the present Contract, all of which is to be subject to the following agreements:

1. Object

The specific object of the Contract shall be the mediation of the Intermediary in the sale to the Buyer:

Alternative A. Of the products described as follows:

Alternative B. Of the products as set out in Annex 1 of the present Contract.

2. Functions of the Intermediary

The intervention of the Intermediary shall comprise, among others, the following activities:

- 2.1 Obtaining from the Buyer an order in writing for [quantity or units] of the products described in the present Contract, under delivery conditions [include Incoterm and place of delivery] at a price per item of for a total amount of payable by [include means of payment].
- 2.2 Transmitting to the Company the order indicated in the above paragraph, in a period not exceeding calendar days as from the placing of the order by the Buyer.
- 2.3 Confirming to the Buyer the referred order, once accepted by the Company, for which a period of days maximum is established, as from the receipt of the order by the Company.
- 2.4 Verifying on the Company's premises the suitability of the products to be supplied by it, as well as the suitability of the packaging, and underwriting a document of approval relating to the demands of the Buyer.

3. Representation of the Intermediary

The Intermediary shall not negotiate on behalf of the Company any sales transactions with the Buyer, nor shall have authority to broker contracts on the Company's behalf, nor bring any type of legal obligation upon it. It shall merely inform the Buyer of the sales conditions established by the Company.

4. Commissions

The Intermediary shall be entitled to a commission of % on the total value of the sales carried out with the Buyer. The payment of the commissions will be made through banking transfer within calendar days from the date of payment of the Buyer.

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This is a sample of 2 pages out of 5 of the Intermediary Contract for Trade Operations

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