



## GOLDBERG IMPEX LLC

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Montana, US, Registered Entity Number : C1356154

### EXPORT MANAGEMENT AGREEMENT

This Export Management Agreement ("Agreement") is entered into on [Date], (the "Effective Date"), by and between:

#### PARTIES:

1. [Manufacturer's Legal Name]  
Address: [Manufacturer's Address]  
Contact Person: [Manufacturer's Contact Name]  
Contact Information: [Manufacturer's Contact Information]

(referred to as the "Manufacturer")

and

2. [Export Management Company's Legal Name]  
Address: [Export Management Company's Address]  
Contact Person: [EMC's Contact Name]  
Contact Information: [EMC's Contact Information]

(referred to as the "EMC")

(collectively referred to as the "Parties").

### 1. APPOINTMENT AND SCOPE OF SERVICES

1.1 Appointment: The Manufacturer appoints the EMC as its exclusive export management representative for the purpose of promoting, marketing, and selling the Manufacturer's products (the "Products") in international markets, as mutually agreed upon by the Parties.

1.2 Services: The EMC agrees to perform the following services:

- a) Conduct comprehensive market research to identify potential markets, market trends, and competitors.
- b) Develop and implement effective sales and marketing strategies to promote the Products in international markets.
- c) Establish and maintain relationships with potential distributors, agents, and customers.
- d) Handle all aspects of logistics, shipping, customs clearance, and documentation required for export.
- e) Negotiate, draft, and finalize sales contracts and agreements with international buyers on behalf of the Manufacturer.

Party 1 (Initials)

Party 2 (Initials)



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f) Provide timely reports and updates to the Manufacturer regarding sales activities, marketing efforts, and market developments.

### 2. COMPENSATION AND PAYMENT

2.1 Commission: In consideration of the EMC's services, the Manufacturer agrees to pay the EMC a commission of [X]% of the net sales value for each Product sold through EMC's efforts. The commission shall be calculated based on the final invoice value, excluding any taxes, duties, or shipping charges.

#### 2.2 Payment and Bank Account Information:

a) Payments of commissions shall be made within [X] days of the Manufacturer's receipt of payment from international buyers.

b) Payments shall be made to the following bank account owned by the Export Management Company:

Bank Name: [Bank Name]

Account Name: [Account Name]

Account Number: [Account Number]

IBAN: [IBAN, if applicable]

SWIFT/BIC: [SWIFT/BIC Code]

Address: [Bank Address]

### 3. TERM AND TERMINATION

3.1 Term: This Agreement shall commence on the Effective Date and shall continue for an initial term of [X] years. After the initial term, this Agreement shall automatically renew for successive [X]-year periods, unless either Party provides written notice of non-renewal at least [X] days prior to the expiration of the current term.

3.2 Termination for Cause: Either Party may terminate this Agreement for cause by providing written notice to the other Party if the other Party materially breaches any provision of this Agreement. The breaching Party shall have [X] days to cure the breach after receiving notice. If the breach is not cured within the specified period, the non-breaching Party may terminate this Agreement immediately upon written notice.

3.3 Effect of Termination: Termination of this Agreement shall not affect the rights and obligations of the Parties under any existing sales contracts or agreements that were entered into before the termination date.

### 4. CONFIDENTIALITY

Party 1 (Initials)

Party 2 (Initials)



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4.1 Confidential Information: Both Parties acknowledge that they may disclose confidential and proprietary information to each other during the course of this Agreement. Confidential information includes, but is not limited to, business strategies, pricing information, customer lists, and trade secrets.

4.2 Obligations: The Parties agree to use the confidential information solely for the purposes of fulfilling their obligations under this Agreement and to take all reasonable measures to maintain the confidentiality of such information.

### 5. INTELLECTUAL PROPERTY

5.1 Ownership: All intellectual property rights, including but not limited to patents, trademarks, copyrights, and trade secrets, related to the Products shall remain the property of the Manufacturer.

5.2 License: The Manufacturer grants the EMC a non-exclusive, non-transferable license to use the Manufacturer's intellectual property solely for the purpose of fulfilling its obligations under this Agreement.

### 6. GOVERNING LAW AND DISPUTE RESOLUTION

6.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of [State/Country], without regard to its conflict of laws principles.

6.2 Dispute Resolution: Any dispute arising out of or in connection with this Agreement shall be resolved through good-faith negotiations between the Parties. If a resolution cannot be reached within [X] days, the dispute shall be submitted to mediation or arbitration as agreed upon by the Parties.

### 7. ENTIRE AGREEMENT

7.1 Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, and representations.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

\_\_\_\_\_  
[Manufacturer's Name]  
Authorized Signatory  
Date: [Date]

\_\_\_\_\_  
[Export Management Company's Name]  
Authorized Signatory  
Date: [Date]

Party 1 (Initials)

Party 2 (Initials)