



## GOLDBERG IMPEX LLC

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1001 S.MAIN ST. STE 600, KALISPELL, MT.59901,USA

Phone : +1 251 290 4550 Fax : +1 251 214 0758

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Montana, US, Registered Entity Number : C1356154

### LIAISON OFFICE AGREEMENT

#### 1. Parties Involved:

This Liaison Office Agreement ("Agreement") is entered into on [Date] between:

##### Company:

[Company Name]

[Company Address]

[City, State, Postal Code]

[Country]

[Company Email]

[Company Phone]

##### Agent:

[Agent Name]

[Agent Address]

[City, State, Postal Code]

[Country]

[Agent Email]

[Agent Phone]

#### 2. Scope of Representation:

The Agent shall represent and work on behalf of the Company within the specified territory, engaging in marketing, sales, customer support, distribution, and sourcing agent activities related to the export-import business. The Agent's responsibilities shall include, but are not limited to:

- Promoting and marketing the Company's products/services.
- Identifying potential customers and clients.
- Facilitating sales transactions and order processing.
- Providing customer support and addressing inquiries.
- Sourcing and procuring products/services as a sourcing agent.
- Negotiating with suppliers and manufacturers on behalf of the Company.

#### 3. Territory:

The Agent's designated territory shall be [Specify Geographic Area or Territory].

#### 4. Exclusivity:

[Choose one:]

a) The Agent shall have exclusive rights to represent the Company's products/services within the designated territory.

b) Multiple agents may be appointed to represent the Company's products/services within the designated territory.

Party 1 (Initials)

Party 2 (Initials)



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### 5. Term:

This Agreement shall commence on [Start Date] and shall continue for an initial term of [Initial Term], unless terminated earlier as provided herein. Either party may terminate this Agreement with [Notice Period] written notice.

### 6. Agent's Expenses:

The Agent shall be solely responsible for all expenses incurred while performing duties under this Agreement. This includes, but is not limited to, travel expenses, communication costs, and any other expenses necessary for fulfilling the responsibilities outlined in this Agreement.

### 7. Compensation:

7.1 Commission Structure: The Agent's compensation shall be determined based on a commission structure as follows:

- The Agent shall be entitled to a commission of [Percentage]% of the net sales generated within the designated territory through the Agent's efforts.
- Commissions shall be calculated on the basis of the final invoiced amount for each successful sale resulting from the Agent's activities.

7.2 Payment Schedule: Commissions shall be payable [Specify Payment Schedule, e.g., Monthly/Quarterly]. Payment shall be made to the Agent within [Specify Number of Days] days after the end of each commission period. The Company shall provide a detailed commission statement along with the payment.

7.3 Commissions for Sourcing Activities: In addition to sales commissions, the Agent shall be entitled to a separate commission of [Percentage]% on the cost savings achieved through successful sourcing activities, where the Agent negotiates favorable terms with suppliers, resulting in reduced procurement costs for the Company.

7.4 Currency and Payment Method: All commissions shall be paid to the Agent in the currency agreed upon by both parties. Payment shall be made via [Specify Payment Method, e.g., bank transfer, PayPal, etc.] to the bank account or payment account provided by the Agent.

7.5 Taxes and Withholdings: The Agent shall be responsible for any taxes, duties, or withholdings imposed on the commission payments as per the applicable laws of the Agent's jurisdiction. The Company shall not be responsible for any tax obligations arising from the Agent's commission earnings.

7.6 Review and Adjustment: The Company reserves the right to review and adjust the commission structure periodically, subject to prior written notice to the Agent. Any adjustments shall be mutually discussed and agreed upon in good faith.

Party 1 (Initials)

Party 2 (Initials)



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### 8. Reporting:

The Agent shall provide the Company with [Specify Frequency] sales and activity reports, detailing:

- Sales achieved.
- Leads generated and pursued.
- Customer feedback and inquiries.
- Sourcing activities, including supplier negotiations and procurement updates.

### 9. Intellectual Property:

The Company grants the Agent limited, non-exclusive rights to use its trademarks, copyrights, and other intellectual property solely for the purpose of fulfilling its obligations under this Agreement.

### 10. Confidentiality:

The Agent shall maintain the confidentiality of all proprietary information, trade secrets, customer lists, and other sensitive data provided by the Company.

### 11. Termination:

Either party may terminate this Agreement for cause, including but not limited to breach of contract, non-performance, bankruptcy, or other relevant reasons.

### 12. Dispute Resolution:

Any disputes arising from this Agreement shall be resolved through mediation in [City, State], or if mediation is unsuccessful, through arbitration in accordance with the rules of [Arbitration Organization].

### 13. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of [Country]. Any legal action arising out of this Agreement shall be brought in the appropriate courts of [Country].

### 14. Amendments:

Any amendments or modifications to this Agreement must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Liaison Office Agreement as of the date first above written.

Company:

[Authorized Signatory Name]

[Title]

[Date]

Agent:

[Authorized Signatory Name]

[Title]

[Date]

Party 1 (Initials)

Party 2 (Initials)