

AGENCY AGREEMENT.

Between , with address at street No. of the city of New York , hereinafter called “THE REPRESENTATIVE”, on the one hand; and on the other....., represented for this event by Mr....., with address on the street., No..... of the city of Nueva York, hereinafter referred to as the “THE AGENT”, and both together as a whole hereinafter referred to as the “PARTIES”, agree as follows:

1.- THE REPRESENTATIVE undertakes to grant to the AGENT, and the AGENT accepts, the area delimited by for the pursuit and achievement of the purposes of the Contract.

2.- The AGENT undertakes to promote and specifywhose licenses are held by THE REPRESENTATIVE

3.- The validity of this CONTRACT is established for the term of days, from of2024, until the day of from the year 2024.

4.- None of the officials and/or employees of the AGENT may be considered an official and/or employee of the REPRESENTATIVE, nor will the latter be liable for the acts or omissions of the AGENT, its officials and/or employees.

5.- The AGENT undertakes to attract clientele by all legal and usual means in the market, and any new ones that appear, to promote businesses and to commission advertising at his sole expense, by himself or by third parties, and also to finance them.

6- The AGENT may not assign all or part of this CONTRACT, or the rights and obligations resulting from it, without the prior express consent of the REPRESENTATIVE.

7.- In return for its marketing and promotion services, the AGENT will receive.....

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To this end, the AGENT will issue until the 10th of each month a report of the sales made from the 10th of the previous month to the 10th of the current month (both inclusive), with the settlement of the commissions corresponding to them. Together with the report, the AGENT must present the invoice for the commissions until the last day of the month at the address indicated by THE REPRESENTATIVE. The aforementioned invoice must comply with the formal requirements required by law. THE REPRESENTATIVE will pay the invoices for commissions until the 10th of the month following their receipt at their commercial address or where they reliably indicate, provided that they have already received the collection from the client.

Along with the settlement of commissions indicated in the preceding paragraph, the AGENT will present the list of clients sold by him within the aforementioned deadlines. The information must be presented jointly with the invoices that the REPRESENTATIVE will deliver to the AGENT.

8.- The AGENT's personnel will be exclusively under the dependence, responsibility, direction and control of the AGENT.

The AGENT will be solely directly responsible for any damages that its personnel may cause to the REPRESENTATIVE, its assets, its personnel and/or third parties. Likewise, the AGENT undertakes to indemnify and hold harmless the REPRESENTATIVE and will reimburse the latter any sum that must be paid by it in respect of any judicial or extrajudicial action, costs, damages and damages (including the fees of any intervening professional), for any act and omission of the AGENT and/or its dependent personnel, related to this CONTRACT.

The AGENT must insure all personnel assigned to the development and fulfillment of this CONTRACT and the BENEFIT against work accidents, occupational diseases and civil liability and mandatory life insurance, and must also contract all other insurance required by the applicable legislation. is in force for the duration of this CONTRACT.

The AGENT must respect the prices established and communicated by the REPRESENTATIVE, lacking the power to modify them.

THE AGENT must comply with current tax provisions regarding billing.

9- While this representation lasts, within the included area, the AGENT may not act directly or indirectly selling, offering or intermediating items, merchandise, things, services, products, etc... similar to those contained in this CONTRACT.

10.- Due to the lack of compliance by the AGENT with any of the obligations assumed in this CONTRACT, allow It will be up to the REPRESENTATIVE to declare its resolution due to the fault of the AGENT, for which purposes it will notify him in advance and reliably so that within a period of five (5) business days, the causes of non-compliance cease. Once this period has expired without the notice having been completed by the AGENT, the REPRESENTATIVE will be in a position to consider the CONTRACT resolved through the exclusive fault of the AGENT, who will be responsible for all damages and losses that the resolution causes to the REPRESENTATIVE, and may carry out this compensation with any amount in your possession.

11.- For all the legal effects of this CONTRACT, the PARTIES establish a special domicile in the places indicated in the heading hereof, where the judicial or extrajudicial proceedings and notifications or injunctions issued to them will be considered valid and fulfilled.

12.- The PARTIES expressly agree that for any divergence that may arise due to the interpretation and/or execution of this CONTRACT, they will submit to the jurisdiction of the Ordinary Courts of the city of Mar del Plata, waiving all other jurisdiction.

13.- For the purposes of the stamp tax corresponding to the province of Buenos Aires, the PARTIES estimate the tax base in the sum of dollars.....

The tax will be paid by both parties in halves.

As proof of conformity, 2 (two) copies of the same tenor and for a single purpose are signed in the city of New York, on the days of the month of2024.-