



Culinarian Expeditions, LLC
8600 Jefferson Street
Bethesda, MD 20817
+1 301 792 8854
info@CulinarianExpeditions.com
www.CulinarianExpeditions.com

Agency Agreement

This Agency Agreement is entered into as of _____ by and between **Culinarian Expeditions LLC** having its principal place of business located at 8600 Jefferson Street, Bethesda, Maryland 20817 - U.S.A (the “**Company**”) and _____ having its principal place of business located at _____ (the “**Agent**”), both of whom agree to be bound by this Agreement.

WHEREAS, the **Company** offers customers certain products and services, as described on the website www.CulinarianExpeditions.com specifically listed in Exhibit A (the “**Products**”); and

WHEREAS, the **Company** and the **Agent** desire to enter into an agreement whereby the **Agent** will market and sell the **Products** to individuals (the “**Customer(s)**”) according to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the **Company** and the **Agent** (individually, each a “**Party**” and collectively, the “**Parties**”) covenant and agree as follows:

1. Assignment of Right

With certain limitations stated herein, the Company hereby authorizes the Agent the right to market and offer for sale the Products according to the terms and limitations stated in this Agency Agreement.

- a. The Agent shall only market the Products as defined in this Agreement.
- b. The Agent will notify the Company in advance of any potential Customer that intends to purchase any of the Products from the Company as a direct result of the Agent’s marketing efforts.
- c. The Company reserves the right to add to or subtract from the list of Products authorized on Exhibit A attached hereto with notice to the Agent.

2. Trademark Rights

The Agent agrees and acknowledges the following with regard to the Company’s trademarks:

- a. The Company is the sole and exclusive owner to all right, title and interest in “Culinarian Expeditions LLC” and to all trademarks, logos, representations, taglines, drawings, images, social media messaging, online and/or physical promotional materials associated with the Company (the “**Company Trademarks**”) which the Agent may utilize in performing the services herein.
- b. The Company hereby grants to the Agent for the duration of this Agreement and subject to the limitations stated within this Agreement a non-exclusive, non-transferable, revocable right to use the Company Trademarks as necessary to market and offer for sale the Products.



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3. Agent Responsibilities

In marketing and offering the Products for sale, the Agent shall:

- a. Act with diligence, devoting reasonable time and effort to fulfill the duties described herein;
- b. Maintain reasonable technical and practical knowledge with regard to the Products;
- c. Utilize promotional materials provided to the Agent by the Company for the purpose of marketing and selling the Products;
- d. If requested by the Company, attend and participate in trade shows and conventions related to the Products;
- e. Promptly respond to all communications by Customers and the Company regarding the Products;
- f. Reasonably assist the Company with regard to any and all collection matters as requested by the Company; and
- g. Prepare and maintain any reports and documentation, as requested by the Company.

4. Commission

The Company shall pay to the Agent 3% of the total amount fully paid by the Customer, exclusive of any discounts or incentives offered and accepted by the Customer who purchases a Company Product as a direct result of the Agent's marketing efforts.

- a. In order receive the commission, the Agent shall provide the following code _____ to any Customer that purchases a Product as a direct result of the Agent marketing and promotional efforts and Customer shall refer to the that code when contacting the Company independently.
- b. Should the Parties terminate this Agreement for any reason, the Company shall pay the Agent only for sales of the Products finalized prior to the termination date.
- c. Payments shall be made to the Agent within 15 days of final payment by the Customer to the Company.
- d. In the event that the Agent receives commission payments for orders that are subsequently refunded, charged back, or the Company otherwise fails to realize the income from such a sale, the Agent shall offset any future commissions paid by the amount by which the commissions actually paid would be reduced if the sales associated with income the Company failed to realize were never completed.

5. Confidentiality

- a. The Agent shall not disclose to any third party any details regarding the Company's business, including, without limitation any information regarding any of the Company's customer information, business plans, or price points (the "Confidential Information"), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Company, or (iii) use Confidential Information other than solely for the benefit of the Company.
- b. Immediately upon termination of the relationship between the Company and the Agent, the Agent shall return to the Company any documents pertaining to the Company's business or any of its trade secrets which are in the Agent's possession.



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6. Term and Termination

- a. This Agreement shall commence upon the date of execution and continue until _____ or until either Party terminates this Agreement in writing.
- b. Upon such termination, the Agent shall cease marketing and offering for sale the Products and shall continue to abide by the obligation refrain from sharing with any third party any of the Company's confidential information.

7. Indemnification

The Agent agrees to indemnify, defend, and protect the Company from and against all lawsuits and costs of every kind pertaining to any violation of the law, this Agreement, or the rights of any third party by the Agent while acting pursuant to this Agreement. Such costs include but are not limited to reasonable legal fees.

8. No Modification Unless in Writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

9. 10. Applicable Law

This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Maryland and subject to the exclusive jurisdiction of the federal and state courts located in Montgomery County, Maryland, United States of America.

IN WITNESS WHEREOF, by execution by the parties below, this Agency Agreement will form a part of the Contract.

Culinarian Expeditions LLC

Date _____

Signature _____

[Agent] [FirstName] [LastName]

Date _____



**Culinarian
Expeditions**
Cooking in Italy and Mexico

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Signature _____

Exhibit A

The Products