

mutually non-exclusive commercial agency agreement.

This Agency Agreement is entered into ____/____/____, by and between _____, **Principal** and **Reduced Design, Non-exclusive Agent**, collectively "the **Parties**."

WHEREAS, The Principal desires to engage the Agent to be its representative to perform the Services detailed in this Agreement on behalf of the Principal's ;

WHEREAS, the Agent agrees to represent the Principal and perform the Services requested herein;

NOW, therefore, in consideration of the promises and conditions contained herein, the Parties agree as follows:

1. **Services.** The Principal requests and the Agent agrees to perform the following specific Services (the "**Services**"):

Discover new collaborative opportunities with aligned brands for paid partnerships, sponsorships, in-person appearances, gaming opportunities for _____, fashion collaborations with _____.

2. **Appointment.** The Principal hereby appoints the Agent as the Principal's Agent to perform the Services on the Principal's behalf.
3. **Scope of Authority.** The Agent's authority to bind the Principal is limited to the Services. The Agent does not have the authority to bind the Principal in any manner whatsoever beyond the Services stated herein.
4. **Term.** The Term shall commence upon the effective date, and once the agent receives a **20%** agent fee. The partnership shall be continued from the Effective Date for a period of _____.
5. **Compensation.** The Parties agree the Agent will be compensated as follows:
Reduced Design will receive **20%** of paid partnerships and sponsorship disbursements and **5%** of recurring royalty disbursements based on and limited to projects that the Agent negotiates on behalf of the Principal.
6. **Expenses.** The Agent **shall not** be entitled to reimbursement for expenses incurred in the course of securing Services. If the Agent is entitled to reimbursement for expenses, the Agent shall submit invoices of associated expenses **NA** [monthly/weekly/biweekly (choose one)]. The Principal shall pay such invoices within thirty (30) days of receipt.
7. **Parties' Relationship.** Nothing in this Agreement shall be construed to create an employer-employee relationship between the Principal and the Agent.
8. **Confidentiality & Intellectual Property.** During the course of this Agreement, it may be necessary for the Principal to share proprietary information, including trade secrets, industry knowledge, and other confidential information to the Agent in order for the Agent to complete the Services. The Agent will not share any of this proprietary information at any time. The Agent also will not use any of this proprietary information for the Agent's personal benefit at any time. The Agent acknowledges and agrees that all copyrights, trademarks, and service marks and rights in the name of or licensed to the Principal shall be and remain the sole and complete property of the Principal and the Agent shall not acquire or claim any right, title, or interest of any nature in any such copyright, trademark, or service

mark. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

9. Termination. This Agreement may be terminated as follows:

- 9.1. At any time by either party upon written notice to the other party only after the agent receives full compensation per terms. **5%** royalty fee will remain indefinitely;
- 9.2. By the Principal due to the Agent's breach of the Agreement, insolvency, bankruptcy, liquidation, death or disability;
- 9.3. By the Agent due to the Principal's breach of the Agreement, insolvency, bankruptcy, or liquidation.

The Principal will be responsible for payment of all Services performed up to the date of termination, except for in the case of Agent's breach of this Agreement, where the Agent fails to cure such breach upon reasonable notice.

Upon termination, the Agent shall return all of the Principal's content, materials, and resulting work product, if applicable, to the Principal at its earliest convenience, but in no event beyond thirty (30) days after the date of termination.

- 10. Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
- 11. Indemnity.** The Parties each agree to indemnify and hold harmless the other party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party and/or its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
- 12. Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
- 13. Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
- 14. Waiver.** The failure by either party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.
- 15. Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
- 16. Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe and Asia. The Parties each represent that they have the authority to enter into this Agreement.

17. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by **Georgia** law.
18. **Binding Arbitration.** Any disputes arising under this agreement shall be resolved by binding arbitration.
19. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Principal

Signed: _____

Name: _____

Date: _____

Agent

Signed: _____

Name: _____

Date: _____