



# Agency Agreement

This Agency Agreement is entered into as of the date defined by the receipt of the initial monthly payment from 'the agent' through [skininthegame.in](http://skininthegame.in) (hereafter known as 'the website') by and between Bentley Intelligence Ltd. (the Company) and the Agent, both of whom agree to be bound by this Agreement.

**WHEREAS**, the Company offers customers certain products, as described on the website and

**WHEREAS**, the Company and the Agent desire to enter into an agreement whereby the Agent will market and sell the Product 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.

1. The Agent shall only market and offer for sale the products within their won client base, as defined in this Agreement.
2. The Company reserves the right to add to or subtract from the list of Products with notice to the Agent.

## 2. Territory

The Agent shall be authorized to market the Product worldwide.

## 3. Trademark Rights

The Agent agrees and acknowledges the following with regard to the Company's trademark:

- a. The Company is the sole and exclusive owner to all right, title and interest in “the website” or to any other trademarks 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 within the Territory.

## **4. Agent Responsibilities**

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

1. Act with diligence, devoting reasonable time and effort to fulfill the duties described herein;
2. Maintain reasonable technical and practical knowledge with regard to the Products;
3. Utilize promotional materials provided to the Agent by the Company for the purpose of marketing and selling the Products;
4. If requested by the Company, attend and participate in trade shows and conventions related to the Products;
5. Promptly respond to all communications by customers and the Company regarding the Products;
6. Reasonably assist the Company with regard to any and all collection matters as requested by the Company; and
7. Prepare and maintain any reports and documentation, as requested by the Company.

## **5. Commission**

The Company shall pay to the Agent 0% of all Net Product Sales directly from the Agent’s efforts. “Net Product Sales” shall be defined as the amount of sales revenue from any sales made by the Agent less any chargebacks, returns, or defaults by customers.

## **6. Confidentiality**

1. 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.

2. 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.

## **8. Term and Termination**

1. This Agreement shall commence upon the date of execution and continue until either Party terminates this Agreement:-

8.1.1 In the Agent's case, by cancelling the subscription to the service.

8.1.2 In the Company's case, by email.

2. 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.

## **9. 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.

## **10. No Modification Unless in Writing**

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

## **11. Commencement of Agreement**

This agreement, between the Company and the Agent will commence on the date of receipt of the initial payment from the Agent to the Company as recorded on the transaction receipt.