**Example Template Agreement/Contract for Exporters and Entrepreneurs**

**[specify title of the agreement/contract e.g. *Distributorship, Sale, Trademark Licensing*] [Agreement/Contract]**

This [Agreement/Contract] is made in [specify city i.e. Bangkok] this [Date e.g. 15th] day of [Month], [Year] by and between

1. Name/Company Name , an individual of [specify nationality]/
a company incorporated under laws of [specify country] [,by [Mr./Mrs./Ms./Miss ], an authorized director], residing at/having its registered office located at hereinafter called the “ ”)] of the one part and

2. Name/Company Name , an individual of [specify nationality]/
a company incorporated under laws of [specify country] [,by [Mr./Mrs./Ms./Miss ], an authorized director], residing at/having its registered office located at hereinafter called the “ ”)] of the other part.

**WITNESSETH**

 Whereas [describe background and purposes that a party agrees to enter into this Agreement/Contract]

 Whereas [describe background and purposes that the other party agrees to enter into this Agreement/Contract]

 Now, therefore, both parties agree to execute this [Agreement/Contract] containing the terms and conditions as follows:

1. **Territory**

“Territory” means [specify country}

1. **General Terms and Conditions Including Relationship Between the Parties**

**3. Intellectual Property**

[Please see Annex I for more details and options]

**4. Trade Secret and Confidentiality**

[Please see Annex I for more details and options]

**5. Term [and renewal of terms]**

**6. Breach, Termination and Notices**

**7. Amendment**

**8. Invalidity or unenforceability or severability**

Whenever possible, each provision of this [Agreement/Contract] shall be interpreted in such a manner as to be effective and valid under the applicable laws. However, if any provision of this [Agreement/Contract] shall be held to be invalid or prohibited under applicable laws, such provision shall be ineffective only to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this [Agreement/Contract].

**9. Entire [Agreement/Contract]**

This [Agreement/Contract] shall constitute the entire agreement between both parties hereto and shall supersede any communications, understanding, negotiations, agreements or promises in respect hereto which have been made either in writing or orally prior to the date hereof and are also contradictory to the provision hereof.

**10. Heading**

 The [Agreement/Contract] title and headings as used herein are inserted for convenience only and shall not in any way affect the interpretation of the terms and conditions contain herein.

**11. Applicable Law**

 This [Agreement/Contract] shall be interpreted in accordance with and governed by the laws of [Specify country]

**12. Settlement of dispute**

 [Please see Annex II for more details and options]

In witness whereof, this [Agreement/Contract] is made in duplicate having corresponding terms and conditions and the parties hereto have read and understood the contents hereof and thereby affixed their respective signature and corporate seals [if any] in the presence of the witnesses on the date, month, and year first above written.

 [Signed] Party

 [ ]

 [Signed] Party

 [ ]

 [Signed] Witness

 [ ]

 [Signed] Witness

 [ ]