

# Agency contract

## 1. Contracting Parties

1.1 This contract is concluded between

Followo Sàrl, headquartered at 1630 Bulle, whose address is at rue de la Berra 59, c / o Mehmeti Defrim, hereinafter: « *the Principal* »,

Firstly

and

First name : \_\_\_\_\_

Last name : \_\_\_\_\_

Adress : \_\_\_\_\_

City : \_\_\_\_\_

Birth date : \_\_\_\_\_

hereafter : « *the Agent* »,

on the other hand.

## 2. Preliminary declaration

2.1 The Principal operates the intermediation platform for retail sales [www.followo.com](http://www.followo.com).

2.2 The Principal wishes to use the services of the Agent and the Agent wishes to act as his non-exclusive commercial agent, with the aim of providing him with independent "Dealers" who will be active, on their own behalf and for their own account, on the platform [www.followo.com](http://www.followo.com) after entering into a user agreement.

2.3 For the purposes of this contract, the terms "Dealer" or "Dealers" refer to one or more natural or legal persons wishing to conclude or having concluded a contract to use the Principals's platform [www.followo.com](http://www.followo.com).

## 3. Designation of the agent

3.1 The Principal appoints the Agent, who accepts him as an independent commercial agent.

3.2 The Agent declares that he has independent status with regard to social insurance and has handed to the Principal a document confirming his status. The Agent will therefore bear his own possible social charges.

3.3 The Agent can interact with third parties as one of the official agents of the Principal.

- 3.4 Nothing in this contract should be interpreted as constituting a partnership between a group of people, a partnership, or a working relationship, between the Principal and the Agent.

#### **4. Non-exclusive**

- 4.1 The Agent has no exclusivity in the execution of this contract; in particular, it does not enjoy exclusivity in a geographical area or for a specific clientele. The Agent is therefore free to deploy his activities where and with whom he wishes.
- 4.2 The Principal may himself enter into contracts covered by the Agent's activity with potential "Dealers" if the opportunity arises. No provision is due to the Agent for contracts concluded directly by the Principal.

#### **5. Obligations of the Agent**

- 5.1 The Agent undertakes to deploy its best efforts to recruit "Dealers" and enter into agreements with them to use the Principal's platform [www.followo.com](http://www.followo.com), in accordance with the reasonable instructions of the Principal, and to safeguard the interests of the Principal with the diligence of a good dealer.
- 5.2 As part of its negotiations with potential "Dealers", the Agent will propose to enter into contracts for the use of the Principal's platform [www.followo.com](http://www.followo.com) strictly in accordance with the general conditions and any other documents which the Principal has communicated to him.
- 5.3 The Agent executes this contract personally. He is not allowed to resort to subcontractors.
- 5.4 The Agent is free to use auxiliaries. The Agent will be entirely responsible for his auxiliaries. It is also the responsibility of the Agent to ensure that his potential auxiliaries are bound by respect (cumulatively):
- 5.4.1 the same obligations as those imposed on them by this contract, and
  - 5.4.2 the professional rules are applicable in the branch of industry concerned if such rules exist.
- 5.5 The Agent will exercise diligence in the verification of the seriousness and solvency of the "Dealers" with whom it contracts in the name and on behalf of the Principal, in accordance with section 5.1 above.
- 5.6 The Agent will provide his best efforts to deal with any request, observation or possible complaint from a "Dealer" relating to the performance of the contract of the Principal's platform [www.followo.com](http://www.followo.com). This obligation applies only to the "Dealers" recruited by the Agent. If, despite his best efforts, the Agent fails to process the request, observation or claim, he will immediately notify the Principal. The parties will then process these requests, observations or claims promptly and with diligence.
- 5.7 In case of imperfect execution of the obligations of the Agent described in section 5.6 above, the Principal reserves the right to reduce or cancel the provision due to the Agent under section 8 below. Execution is deemed to be flawed once the Principal has received three complaints from "Dealers" against the Agent.

#### **6. Agent's competences**

The Agent has the power to represent the Principal for the conclusion of contracts of use of the Principal's [www.followo.com](http://www.followo.com) platform, in accordance with article 5 above (agent stipulator).

## **7. Principal's obligations**

- 7.1 The Principal will provide the Agent with all the necessary documentation (general conditions and other contractual documents) that the Agent needs to execute this contract.
- 7.2 The Principal will pay a provision to the Agent in accordance with articles 8 and 9 below.
- 7.3 The Principal will provide the Agent, at the request of the Agent, with all the documents necessary for calculating his provision or controlling the calculation thereof.

## **8. Agent's provisions**

- 8.1 The Agent will receive a provision on the fees that the Principal actually has made on the sales made by the "Dealers" recruited by the Agent, that is to say in the framework of the execution of the contracts for the use of the Principal's platform [www.followo.com](http://www.followo.com) are concluded, by the Agent, in the name and on behalf of the Principal, for the duration of and in accordance with this contract.
- 8.2 The Agent will not be entitled to any compensation for its expenses and disbursements.
- 8.3 The provision is paid to the Agent on the basis of a quarterly statement at the latest March 31, June 30, September 30 and December 31 of each calendar year. Provision must be paid to the Agent no later than 30 days after written approval of the settlement by the Agent.
- 8.4 If the Agent does not approve the settlement, he informs the Principal, in writing, of his partial or total disagreement as well as the reasons for this disagreement.
- 8.5 In the event of partial disagreement between the Agent and the Principal regarding the said settlement, the party approved by the Agent will be paid within 30 days of the Agent's communication of his partial disagreement with the Principal. The parties will negotiate in good faith to find an agreement on the disputed part. If no agreement is reached within 30 days following the communication of the partial disagreement, the dispute shall be submitted to the competent courts under this contract.
- 8.6 In the event of total disagreement between the Agent and the Principal regarding the said settlement, the parties negotiate, in good faith, to reach agreement on the said settlement. Failing an agreement within 30 days after the communication of the total disagreement, the dispute will be submitted to the competent courts under this contract.
- 8.7 In the absence of approval or disagreement by the Agent, in writing, within 60 days from the communication of the statement, the latter is considered as accepted.

## **9. Calculation of the amount of the provision**

- 9.1 The amount of the provision due to the Agent according to section 8 above is determined on the basis of net income received by the Principal in sales commission made by each "Dealer" recruited by the Agent and having concluded a contract to use the Principal's platform [www.followo.com](http://www.followo.com).
- 9.2 Subject to a modification of the general conditions and / or other documents of contractual obligations, the Principal receives, as income, a commission of 5% on the sales made by each "Dealer" with whom a contract of use of the Principal's platform [www.followo.com](http://www.followo.com) has been concluded. The rate of this commission is purely indicative in the relationship between the Principal and the Agent. The Principal therefore does not guarantee to the Agent that the rate of this commission received by the Principal with the "Dealer" remains unchanged throughout the duration of this contract.

- 9.3 The basic rate of the provision due to the Agent is 5%.
- 9.4 The basic rate of the provision is increased by 1% if (cumulatively):
- 9.4.1 the Agent concludes at least 10 contracts for the use of the Principal's platform [www.followo.com](http://www.followo.com) in the name and on behalf of the Principal with different "Dealers", and
  - 9.4.2 each "Dealer" offers for sale at least 1 item on the Principal's platform [www.followo.com](http://www.followo.com).
- 9.5 The basic rate of the provision is increased to the same extent and under the same conditions for each 10 additional concluded contracts of use of the Principal's platform [www.followo.com](http://www.followo.com) in the name and on behalf of the Principal with different "Dealers".
- 9.6 The rate of the provision can not, in any case, exceed 20% maximum,
- 9.7 The basic rate of the provision is reduced by 1% for every 10 Dealers who (cumulatively):
- 9.7.1 offer less than 1 item for sale on the Principal's platform [www.followo.com](http://www.followo.com), and
  - 9.7.2 have concluded a contract for the use of the Principal's platform [www.followo.com](http://www.followo.com) with an Agent acting in the name and on behalf of the Principal in execution of this contract.
- 9.8 If the present contract was concluded through one of the other agents of the Principal (recruiting agent), the name of the latter must appear at the bottom of this document. In this case, the figure is further deducted from the amount (not the rate) of the provision due to the Agent under section 8 of this contract from the provision of 5% which will be paid to the recruiting Agent.
- 9.9 The provision will be calculated in Swiss francs.
- 9.10 No provision is due to the Agent if and to the extent that the performance of a contract with the Principal's platform [www.followo.com](http://www.followo.com) concluded by him is prevented by a cause not attributable to the Principal. The latter reserves the right to require the Agent, in addition, full compensation, including legal costs and legal fees, of any damage thus suffered, even in the case of indirect damage.

## **10. Business in progress**

No provision is due to the Agent as long as the Principal has not collected the revenues related to a contract for the use of the Principal's platform [www.followo.com](http://www.followo.com) in the process of conclusion or in the case of conclusion of a contract by the Agent in the name and on behalf of the Principal.

## **11. Recruitment of other agents by the Agent**

- 11.1 The Principal authorizes the Agent to conclude, in the name and on behalf of the Principal, other agency contracts with third parties, in accordance with the contractual documents that the Principal will give him and on the conditions defined by the Principal. In the absence of delivery of contractual documents or instructions by the Principal, the conditions of this contract are applicable by analogy.
- 11.2 For each agency contract concluded in accordance with section 11.1 above, the Agent will receive a provision of 5% on the net amount of the provisions due to the agent (s) he / she has recruited.

11.3 The sections 3, 4, 5, 6, 7, 8.2 to 8.7 and 10 above are applicable by analogy to the recruitment of other agents by the Agent.

11.4 The Agent will be considered as a recruiter of another agent if his name appears in the corresponding section of the contract concluded with this other agent. Otherwise, no provision within the meaning of section 11.2 above will not be paid to him.

## **12. Duration of the contract and ordinary termination**

12.1 This contract is concluded for an initial period of one year from the date of its conclusion.

12.2 It will be renewed automatically for successive periods of one year, unless it is the subject of a written declaration of termination by one or the other of the parties, within four months before the end of the relevant contractual period (of one year).

12.3 Section 418s al. 1 CO is reserved.

## **13. Extraordinary termination**

13.1 Either party may terminate this contract with immediate effect, by means of a written declaration of termination in the event of a material breach of this contract or of a just cause within the meaning of section 418r CO.

13.2 Will be considered a material breach of this contract within the meaning of section 13.1 above (alternatively or cumulatively):

13.2.1 any outright non-performance of the obligations of either party;

13.2.2 any delays in the implementation of the obligations of each Party to which it has not been remedied within 30 calendar days after sending a written notice to the damaged party by the party intending to terminate.

13.3 If a party terminates this agreement in an extraordinary manner without a right cause or a substantial breach of this contract within the meaning of section 13.1 above, attributable to the other party, the termination thus given will nevertheless remain effective, but the author of the said cancellation must fully indemnify the other party for this unjustified termination.

## **14. Obligation to keep the secret**

14.1 The Agent can not, during the period of validity of the present contract, nor after the termination of this one, to use the information and documents obtained within the framework of the execution of the present contract, in particular the general conditions and other documents for other purposes than to fulfill this contract.

14.2 In addition, the Agent is prohibited, both during the period of validity of this contract and after the termination of this contract, to disclose confidential information without the prior written consent of the Principal and undertakes that its auxiliaries respect this confidentiality clause at all times.

14.3 All information disclosed or made available by a party to the other party, including business secrets, know-how and internal documents relating to the business of the Principal, affiliates, customers,

employees and other agents are confidential information within the meaning of section 14.2 above. The information below is not considered as confidential as that mentioned above. The information:

- 14.3.1 which have become public without fault or involvement of the Agent
- 14.3.2 which are disclosed with the agreement of the Principal;
- 14.3.3 which are disclosed by the Agent in good faith having to make such disclosure pursuant to an injunction of an administrative or judicial authority.

## **15. Intellectual property**

- 15.1 The Agent may use the trademarks, company names and logos of the Principal to the full extent necessary for the performance of this contract, but only to that extent.
- 15.2 The Agent acknowledges that the Principal is the sole owner of the trademarks, company names, domain names and "Followo" logos.

## **16. Customer allowance**

- 16.1 The Agent acknowledges that it would be unfair within the meaning of section 418u OC to award him an allowance for the clientele due (cumulatively):
  - 16.1.1 the fact that it continues to collect the provisions that are due to him under this contract even after the termination, as long as the contracts for the use of the Principal's platform [www.followo.com](http://www.followo.com) continue and / or agency agreements entered into by the Agent in the name and on behalf of the Principal, on the one hand
  - 16.1.2 and that the rate of the provision due to him under this contract increases for every 10 active Dealers with whom it enters into a contract for the use of the Principal's platform [www.followo.com](http://www.followo.com) in the name and on behalf of the Principal, on the other hand.

## **17. Amendment of this contract**

To be valid, any modification of this contract must be the subject of a written agreement by the parties.

## **18. Survivance to this contract**

In the event of termination or cancellation of this contract or any of these provisions for any reason whatsoever, the provisions which by their nature or according to the intention of the parties shall continue to be effective after the termination of this contract shall remain in effect . These include, but are not limited to, sections 5.6, 5.7, 8 and 9 above.

## **19. Divisibility**

If any of the provisions of this contract are void, the remaining provisions will remain valid and will continue to bind the parties, unless it can be inferred from the circumstances that the parties would not have entered into this contract in the absence of the provision that proved to be void.

**20. Language of the contract**

There may be several language versions of this document. In case of conflict between these versions, only the French version will prevail.

**21. Applicable law and jurisdiction**

21.1 This contract is governed by Swiss law.

21.2 Any dispute in connection with this contract will be submitted to the Swiss courts of the Principal's office, the remedies available to the Federal Court being reserved.

Made in two copies, each party receiving one.

For the Principal :

The Agent :

Place : \_\_\_\_\_

Place : \_\_\_\_\_

Date : \_\_\_\_\_

Date : \_\_\_\_\_

Recruiting agent (article 9.8 above):

Surname : \_\_\_\_\_ Name : \_\_\_\_\_

Recruiter number : \_\_\_\_\_ Signature : \_\_\_\_\_