



OCIPED REPRESENTATION AGREEMENT

FORM NO.:
F01 / FEM-02
REV NO.:00

DATED

**THE OMANI CENTRE FOR INVESTMENT PROMOTION AND EXPORT
DEVELOPMENT**

- and -

.....

REPRESENTATION AGREEMENT



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REPRESENTATION AGREEMENT

THIS REPRESENTATION AGREEMENT is made on the day of ... 20

BETWEEN

- (1) THE OMANI CENTRE FOR INVESTMENT PROMOTION AND EXPORT DEVELOPMENT (“**OCIPED**”), an organization established by Royal Decree 59/96 and organized and existing under the laws of the Sultanate of Oman whose principal place of business is at P. O. Box 25, Wadi Kabir, Postal Code 117, Sultanate of Oman.

AND

- 2), (“the Representative”).

OCIPED and the Representative being hereinafter referred to as the “Parties”

WHEREAS

- A** OCIPED has been constituted pursuant to Royal Decree 59/96, amended by Royal Decree 103/2004, with the aim of promoting and facilitating investment in economic activities in the Sultanate of Oman (“Oman”);
- B** OCIPED has as its main objective the promotion of investment in the Sultanate of Oman and the promoting of the exportation of Omani products to foreign countries.
- C** OCIPED wishes to engage the services of the Representative and the Representative is willing to assist OCIPED in its aims as more particularly set out hereto for the purposes of promoting the exportation of Omani products from the Sultanate of Oman to, (as the same may be modified from time to time by mutual agreement “the Territory”)
- D** The Representative is a well known figure in the Territory with well established connections and expertise in commercial matters, and has the experience, administration and resources to fulfill its obligations set out in this Agreement; and
- E** The Parties wish to agree the basis on which the Representative will promote in the Territory the opportunities for doing business in and with the Sultanate of Oman.



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NOW THEREFORE it is hereby agreed as follows:

1 DEFINITIONS

1.1 For the purposes of this Agreement the following expressions shall have the meanings hereunder assigned to them:

“Business Opportunities” has the meaning given to it in Whereas Clause E.

“Oman” shall mean the Sultanate of Oman.

“Products” shall mean products manufactured or assembled in the Sultanate of Oman.

“Services” shall mean the services provided by entities incorporated in the Sultanate of Oman.

“Territory” shall mean subject to the provision of clause 2.1.

1.2 Any reference in this Agreement to “writing” or cognate expressions include a reference to telex, cable, facsimile transmission or comparable means of communication.

1.3 Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.4 The headings in this Agreement are for convenience only and shall not affect its interpretation.

2 APPOINTMENT

2.1 OCIPED hereby appoints the Representative and the Representative accepts the appointment on a non-exclusive basis for the promotion of the Products of Omani exporters, and solicitation of importers for such Products in the Territory. The Representative further agrees to act in that capacity subject to the terms of this Agreement.

2.2 The Representative shall render and perform the Services in a first-class professional manner as an international business Representative and use best endeavours to promote the business and interests of OCIPED within the Territory.



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3 TERM

- 3.1 This Agreement will commence on the date hereof and remain in effect for a period of twenty-four months. However, both parties shall have the right to terminate the agreement at any time without giving any reason. Such termination will take immediate effect from the date of issue of letter, and no notice period will be served.
- 3.2 Any waiver by either Party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision hereof.

4 PURPOSE OF THE APPOINTMENT

- 4.1 To ensure a close and productive working relationship between OCIPED and the Representative for the benefit of export development from the Oman.
- 4.2 To act as the formal channel of consultation and communication between Omani exporters, importers and OCIPED.
- 4.3 To further the development of commercial, and economic, relations between Oman and the Territory and otherwise promoting friendly relations between them in accordance with this agreement;
- 4.4 To ascertain by all lawful means conditions and developments in the commercial, economic life of the Territory, reporting thereon to OCIPED and giving information to persons interested;
- 4.5 To help and assist nationals, both individuals and bodies corporate, of Oman and to safeguard their interests;

5 REPRESENTATIVE'S DUTIES

- 5.1 The Representative shall:-



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Export Duties:

- 5.1.1 actively promote the marketing, distribution and sale of Products and Services in the Territory.
- 5.1.2 develop marketing and sales strategies for the Products in collaboration with Omani exporters, and OCIPED.
- 5.1.3 maintain a reasonable stock of promotional material, including catalogues, details of specifications, and/or samples relating to the Products and distribute such material to potential customers of the Products and Services;
- 5.1.4 upon giving prior notification to OCIPED (which the Representative shall use its best endeavours to do) (i) represent Oman and Omani exporters at appropriate exhibitions, seminars, conferences, trade shows and other events and (ii) provide briefings to potential purchasers of the Products and the Services; and further to advise OCIPED on the details of forthcoming exhibitions, seminars, conferences, trade shows and the like in the Territory (including information about organizing companies, types of audience, advantages for participants and costs).
- 5.1.5 arrange contacts and visit programmes for exporters, including giving assistance with obtaining visas and arranging accommodation and travel schedules in coordination with Omani exporters;
- 5.1.6 assist the Omani exporters in all respects in the marketing, distribution and sale of the Products and Services in the Territory
- 5.1.7 assist the Omani exporters to identify and to negotiate appropriate agency and distributorship agreements for the Products and Services with reputable companies in the Territory;
- 5.1.8 prepare and submit on line to OCIPED in December of each year (x) an updated firm-profile relating to the Representative and (y) a detailed written report of the activities of the Representative in the preceding twelve months (“the Annual Report”) and, where possible, giving a reasonable estimate of the value of Product and Service sales in such period in the Territory, reporting on agency or distributorship agreements known to have been concluded between Omani exporters and companies based in the Territory and summarizing any particular notable successes achieved by Exporters as well as any specific difficulties encountered by them in the Territory;



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6 OCIPED'S DUTIES

6.1 OCIPED shall:-

- 6.1.1 actively seek to identify and promote potential Business Opportunities in Oman and shall provide details thereof to the Representative on a regular basis, together with information concerning potential exporters.
- 6.1.2 supply to the Representative an adequate stock of promotional materials concerning OCIPED, and Oman in general, and shall keep the Representative supplied with such materials as it may request from time to time, all at the cost of OCIPED;
- 6.1.3 promptly pass to the Representative any trade related enquiries received by OCIPED concerning the Product and Services , or Business Opportunities from any person in the Territory;
- 6.1.4 give its full support and exercise its influence with a view to achieving the successful implementation of Business Opportunities.
- 6.1.5 render such other services to the Representative as the Representative may reasonably request from time to time and upon such terms and conditions as the Parties may mutually agree.

7 RELATIONSHIP BETWEEN OCIPED, REPRESENTATIVE AND EXPORTERS

- 7.1 The Representative acknowledges and agrees that its appointment pursuant to the terms hereof is honorary and non-exclusive and not in consideration of any form of remuneration or compensation from OCIPED and that this Agreement does not constitute a contract of employment, partnership, agency, distributorship or joint venture of any kind.
- 7.2 The Representative shall be solely responsible for negotiating and agreeing its own compensation with Omani exporters, and nothing herein contained shall preclude it from negotiating and concluding an agency or distributorship agreement with any of Omani exporters introduced to it by OCIPED.
- 7.3 The Parties acknowledge and agree that they will review the commercial results of this appointment from time to time.
- 7.4 OCIPED shall bear no financial or other responsibilities for the due performance by any Omani exporter of its obligations towards the Representative pursuant to any agreement or arrangement entered into by them and the Representative acknowledges and confirms that it has and will have made its own investigations into and satisfied itself as to the status and creditworthiness of any such Omani exporters.



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- 7.5 The Representative shall communicate by fax and / or email with OCIPED's Head Office in Muscat at P.O.Box 25, Wadi Kabir, Postal Code 117, Sultanate of Oman, Tel. No.24826610, Fax No. 24810890 E-mail [faris@ociped.com].
- 7.6 The Representative shall promptly inform OCIPED of any change in its postal address, telephone and fax numbers and email address.
- 7.7 The Representative shall be entitled to hold itself out and describe itself as a Representative of OCIPED in its business cards and writing paper, subject to the prior approval of OCIPED, but shall have no authority to sign on behalf of OCIPED or to engage it in any liability whatsoever.
- 7.8 In the event that any dispute between the Representative and any Omani exporter occurs and either such party requests assistance from OCIPED, OCIPED shall use its best endeavor to seek an amicable resolution thereof.

8 CONFIDENTIALITY

The Parties hereby mutually warrant and undertake to keep the terms and conditions of this Agreement confidential and not to disclose all or any part of them to any third party without the prior written consent of the other Party, except where such disclosure is required by law or pursuant to an order of a competent court.

9 NOTICES

All notices required to be given pursuant to the terms hereof shall be given in writing and sent by hand (against a receipt), by courier, by registered post or by fax to the addressee and shall be deemed to have been validly received (in the case of letters) ten days after having been put in the mail and (in the case of fax) upon confirmation of an error-free transmission.

10 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Sultanate of Oman and the Commercial Circuit of the Primary Court of Oman shall have non-exclusive jurisdiction.



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IN WITNESS WHEREOF the Parties have set their hands the day and year first before written.

Signed for and behalf of OCIPED

Signed for and behalf of the Representative

Salem Ben Nasser Al Ismaily
Chief Executive Officer
OCIPED