

AGENCY AGREEMENT

THIS AGREEMENT, dated as of the _____ day of _____, 20____, between (**name of foreign facility**) _____, located at (**address**) _____,

including its heirs, successors and assigns, a foreign corporation registered under the law of (*country*)(“PRINCIPAL”), and **Western Overseas Corp**, its heirs, successors and assigns, a corporation existing under and by virtue of the laws of **California**, having a principal place of business located at **Long Beach, CA.** (“AGENT”); **WHEREAS**, PRINCIPAL is the owner, operator and/or agent-in-charge of a non-U.S. company engaged in the manufacturing, processing, packing, or holding food for human or animal consumption, for import into the United States (hereinafter referred to as “facility”), which is required to register with the Food and Drug Administration (“FDA”), pursuant to 21 C.F.R. Part 1, Subpart H (“Regulations”); and **WHEREAS**, pursuant to the Regulations a non-U.S. facility is required to have a U.S. AGENT; and **WHEREAS**, AGENT is qualified to act in the capacity of U.S. agent and perform the services required under the Regulations; and

WHEREAS, the person executing this agreement on behalf of PRINCIPAL is authorized to do so by PRINCIPAL and certifies it is done in accordance with the laws of PRINCIPAL’S country;

NOW, THEREFORE, the parties agree as follows:

1. PRINCIPAL appoints AGENT, and AGENT hereby agrees, to serve as U.S. agent of the PRINCIPAL, limited to those activities specified under the Regulations.
2. PRINCIPAL agrees to pay AGENT, in advance, an annual fee of \$ _____ for its services and shall also reimburse AGENT for all costs or reasonable expenses in connection therewith.
3. PRINCIPAL shall provide AGENT with an accurate, truthfully executed and certified Registration (FDA Form 3537), and/or any required amendments to such registration or cancellation of such registration (FDA Form 3537a), but AGENT shall in no event be required to sign or certify such forms on behalf of PRINCIPAL; further, Agent shall not be responsible for filing of such forms on PRINCIPALS behalf unless completed forms are received by AGENT, on or before five (5) business days prior to the date specified in the Regulations for such filing.
4. AGENT shall promptly advise PRINCIPAL of any requests and/or communications received from FDA, in its capacity as U.S. agent, by contacting PRINCIPAL at either the telephone number, facsimile number, e-mail address, or emergency phone number, set forth on Appendix “A”.
5. PRINCIPAL shall hold AGENT harmless from and will fully indemnify AGENT for any and all claims for penalties, and/or other charges or claims of whatever nature, including reasonable attorneys fees, assessed by FDA or other U.S. government agencies, in connection with AGENT’ services, directly or indirectly based upon, but not limited to, mistakes, errors, omissions or misrepresentations in information or data transmitted in reliance on Principals representations.
6. AGENT’s liability to PRINCIPAL for all negligent acts and/or omissions is limited to \$ 500.00, in any one year in which this agreement is effective.
7. This agreement shall be for a one year period from the date set forth above and shall continue in effect for one year periods, unless cancelled by either PRINCIPAL or AGENT, with or without cause, by providing 30 days written notice, by mail, e-mail or facsimile.
8. Disputes arising out of this agreement shall be submitted to arbitration, to be conducted in the State of California, governed by and construed according to the laws of the State of California; the decision of the arbitrator(s) shall be final and binding on the parties hereto.

IN WITNESS WHEREOFF, the undersigned hereto executed this agreement on the day and year first written above.

AGENT

PRINCIPAL

APPENDIX 'A' TO AGENCY AGREEMENT

[Insert Name of Principal] _____

In accordance with paragraph 3 of the attached AGENCY AGREEMENT, following are the phone and facsimile numbers, and e-mail address, at which AGENT may contact PRINCIPAL.
(PRINCIPAL WILL IMMEDIATELY NOTIFY AGENT OF ANY CHANGES TO THIS INFORMATION.)

Telephone: _____

Facsimile: _____

E-mail: _____

(*Emergency Phone Number: _____

(*Contact name: _____

(* FDA Regulations require that the PRINCIPAL provide a phone number and contact name, 24 hours a day, 7 days a week. Subject of separate agreement, Agent will provide such service. Please sign and date below.

Signature: _____

Date: _____