**AGENCY AGREEMENT №**

\_\_\_\_\_\_\_\_\_\_\_ "\_\_"\_\_\_\_\_\_\_\_\_\_ *(Country, City) (Effective Date)*

This Agency Agreement, hereinafter referred as the **“Agreement”**, is entered by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the **“Agent”,** and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the **“Principal”**, hereinafter referred to collectively as the “**Parties**”, both of whom agree to be bound by this Agreement on the following terms:

**1. SUBJECT OF THE AGREEMENT**

1.1 In accordance with the terms of the Agreement, the Agent is authorized to perform the following actions on behalf of, and at the expense of the Principal and in his interests[[1]](#footnote-1):

1.1.1 To enter into contracts with third parties on behalf of the Principal to grant third parties the rights to use Images, the exclusive right on which belongs to the Principal, as well as the directly transfer the specified Image to third parties.

1.1.2 To receive from third parties sums of money payable for granting the rights to use Images under the terms of contracts concluded by the Agent on behalf of the Principal with such third parties in accordance with sub-paragraph 1.1.1 of the Agreement.

1.1.3 To transfer the funds to the Principal received by the Agent from third parties in accordance with the sub-paragraph 1.1.2 of the Agreement.

1.2 Actions specified in the sub-paragraphs 1.1.1 - 1.1.3 of the Agreement are committed by the Agent through the use of its own website \_\_\_\_\_\_\_\_\_\_\_\_\_ (further — the "Website") on which the Principal places digital copies of Images for implementation of the Agreement. In this case, the Website, hereinafter in this Agreement, is understood as a body of objects (textual, graphic, animation and other), expressed in electronic form and joint in the information and telecommunication network Internet under a domain name \_\_\_\_\_\_\_\_\_\_\_.

1.3 Requirements to uploaded Images:

1.3.1 Image Format - JPEG;

1.3.2 The minimum required resolution for Images is 5000x3000 pixels;

1.3.3 For each Image it is necessary to specify the name, and the Principal has the right to add the description of the work.

1.4 The Principal guarantees that he is the legal owner of the exclusive right on the Image and does not violate the rights of third parties by the Agreement.

**2. THE RIGHTS AND OBLIGATIONS OF THE PARTIES[[2]](#footnote-2)**

2.1 The Agent has the right:

2.1.1 To correct the cost and details of Images specified by the Principal (name, description, keywords, etc.).

2.1.2 To not place or delete Images placed on the Website, if they do not meet the requirements of the Agent, present banal and unethical content at the discretion of the Agent, as well as in cases of content contradiction to the generally accepted principles of morality and norms due to the current legislation in Russian Federation, such as: focus on propaganda of war, incitement of political, ideological, racial, national or religious hatred and enmity, extremist and pornographic content, dissemination of defamatory information, classified information, information insulting the honor and dignity either harms the business reputation of third parties.

2.1.3 To request from the Principal an electronic copy of the written permission given by the persons whose images are recognizable on the Photographs submitted to the Website.

2.2 The Principal has the right to delete any of the Images uploaded by the Principal to the Website.

2.3 The Agent is obliged:

2.3.1 To enter into contracts with third parties in order to grant them the rights to use Images for any period of time during the term of this Agreement in accordance with sub-paragraph 1.1.1 of the Agreement.

2.3.2 To transfer the funds to the Principal received from third parties under contracts entered into by the Agent in accordance with sub-paragraph 1.1.1 of the Agreement.

2.3.3 To inform the Principal about the number of Images with respect of which the Agent has entered into contracts with third parties in accordance with sub-paragraph 1.1.1 of the Agreement, and the corresponding amount of money received by the Agent from third parties that is due to be paid to the Principal.

2.4 The Principal is obliged:

2.4.1 to pay remuneration to the Agent in accordance with the amount and manner of payment.

2.4.2 to comply with technical and other requirements imposed on the Images by the Agent.

2.4.3 to provide Images with a correct description and nominate them when placing Images on the Website.

2.4.4 to notify the Agent in electronic form using the Website about changes in information specified by the Principal in article 8 of this Agreement within \_\_ calendar days. The Agent is not responsible for the non-payment or delay in payment of the funds owed to the Principal, if the Agent is not able to transfer the funds or their transfer is carried out untimely due to provision of incorrect information by the Principal.

2.4.5 to notify the Agent in electronic form using the Website in case of alienation or termination of the exclusive right on the Image by the Principal within \_\_ calendar days.

**3. AGENCY REMUNERATION AND PAYMENT PROCEDURE[[3]](#footnote-3)**

3.1 The Remuneration of the Agent for the performance of his obligations under the Agreement shall be 15% of the amounts received by the Agent from third parties under the contracts entered into by the Agent on behalf of the Principal in accordance with sub-paragraph 1.1.1 of the Agreement.

3.2 The Funds shall be transferred by the Agent to the Principal in the following manner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**4. LIABILITY OF THE PARTIES**

4.1 The Parties shall be liable for non-performance or improper performance of their obligations under this Agreement in accordance with the terms of this Agreement and the current legislation of the Russian Federation.[[4]](#footnote-4)

4.2 The Parties shall not be liable for non-performance or improper performance of their obligations under the Agreement, resulting from force majeure (war, natural disasters, prohibitive actions of the authorities, etc.)[[5]](#footnote-5) that arose after the conclusion of this Agreement, which the Parties could not foresee or prevent by any reasonable measures. The provisions of this paragraph of the Agreement shall apply if the Party, in respect of which these circumstances are applicable, notify the other Party about the fact of their occurrence, the extent of influence on the performance of the Agreement by the relevant Party and the expected duration at the earliest opportunity. In this case, the terms of fulfilling their obligations by the Parties under the Contract shall be extended according to the duration of force majeure.

4.3 The Agent shall not be liable for copyright infringement, distribution and misuse of Images by third parties who received images in accordance with sub-paragraph 1.1.1 of the Agreement.

4.4 The Principal shall be liable for providing false data and assume all reasonable risks.

4.5 If the Agent fails to fulfill the obligations under sub-paragraph 2.3.1 of the Agreement due to the lack of user demand for the relevant images of the Principal or for other reasons not caused by the fault of the Agent, the Agent shall not be liable for failure in fulfillment of these obligations.

**5. DISPUTES RESOLUTION**

5.1 All disputes and disagreements between the Parties arising out of or relating to this Agreement shall be settled through negotiations.

5.2 If the Parties have not come to an agreement regarding disputes and differences arising between them, such disagreements shall be resolved by the court at the location of the Agent in accordance with current legislation of the Russian Federation.

**6. PERSONAL DATA PROCESSING POLICY**

6.1 The administrator of personal data base is the Agent.

6.2 By entering into this Agreement, the Principal hereby signifies his agreement to processing in any manner of his personal data by the Agent, including the commission of actions referred to in paragraph 5 of article 6 of the Federal law of 27.07.2006 № 152-FZ "On personal data", for the purpose of entering into and fulfilling contracts between the Parties.

6.3 Reporting of personal data to the Agent is voluntary.

6.4 The Agent is obliged to not disclose, distribute or use in any other way personal information about the Principal, except for the cases established by the Federal law of 27.07.2006 № 152-FZ "On personal data".

**7. FINAL PROVISIONS**

7.1 The Parties acknowledge that this Agreement shall apply to all Images posted by the Principal on the Website from the moment of such posting.

7.2 The Parties acknowledge that in the event of deleting any of the Images by the Principal, the Agreement remains in force in regard of all other Images placed on the Website.

7.3 The Parties acknowledge that in the event of deleting any of the Images by the Principal, all agreements entered into by the Agent on behalf of the Principal with third parties in accordance with sub-paragraph 1.1.1 of the Agreement with respect to the said relevant Images until their removal from the Website, shall remain in force until but not later the expiration date of the Agreement.

7.4 The Agent has the right to repudiate this Agreement in case of violations of the guarantees and obligations given in this Agreement by the Principal.

7.5 In all other respects not provided for in this Agreement, the Parties shall be governed by the current legislation of the Russian Federation[[6]](#footnote-6).

7.6 This Agreement shall enter into force from the moment of posting digital copies of the Images on the Website.

7.7 To start procedure of concluding this Agreement, the Principal may transfer to the Agent information in electronic form (application for the conclusion of the agreement and other documents) by submitting an application through the Agent's Website in the information and telecommunication network "Internet". In this case, the Website can be used as an information system that provides information exchange in electronic form between the Principal and the Agent[[7]](#footnote-7).

**8. ADDRESSES, REQUISITES AND SIGNATURES OF THE PARTIES**

**AGENT:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Name of the company)*

**PRINCIPAL:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Full name)*

Legal address:

Postal address:

Taxpayer Identification Number (INN):

Tax Registration Reason Code (KPP):

Primary State Registration Number (OGRN):

|  |  |  |  |
| --- | --- | --- | --- |
| Phone number: |  | Phone number: |  |
| E-mail address: |  | E-mail address: |  |

Address:

Passport information:

**SIGNATURES OF THE PARTIES:**

Agent:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_/

 *(Company name) (Signature)*

Principal:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_/

*(Full name) (Signature)*

1. As specified in Paragraph 1 of Article 1005 of the Civil Code of the Russian Federation [↑](#footnote-ref-1)
2. As specified in Paragraph 4 of Article 421 of the Civil Code of the Russian Federation the terms of the Agreement shall be determined at the discretion of the Parties [↑](#footnote-ref-2)
3. Remuneration of the Agent is regulated by Article 1006 of the Civil Code of the Russian Federation [↑](#footnote-ref-3)
4. According to Chapter 25 of the Civil Code of the Russian Federation [↑](#footnote-ref-4)
5. As specified in Paragraph 3 of Article 401 of the Civil Code of the Russian Federation [↑](#footnote-ref-5)
6. Amendment and termination of the contract is regulated by Article 1010 and Chapter 29 of the Civil code [↑](#footnote-ref-6)
7. Such form is permitted in accordance with Article 434 of the Civil Code of the Russian Federation [↑](#footnote-ref-7)