

MAIN ISSUES IN AGENCY AND DISTRIBUTION AGREEMENTS IN THE MENA REGION

AMERELLER

RECHTSANWÄLTE/ATTORNEYS-AT-LAW

Lenbachplatz 4
D - 80333 Munich
Germany
Tel.: +49-89-549 019 0
Fax: +49-89-549 019 99
amereller@amereller.com
www.amereller.com

Disclaimer

All the information contained herein has been carefully investigated and compiled. However, it is by no means a fully comprehensive account of the relevant laws. This synopsis is intended to serve as a reference only, and we refer the reader to the applicable laws and regulations and the need to obtain legal advice.

AGENCY

	Bahrain	Egypt	Iraq	Jordan	Kuwait	Lebanon	Oman	Qatar	Saudi Arabia	Syria	UAE
Registration for sales to private sector	Yes	In practice no	No	Yes	Yes	Yes	In practice not any more	Exclusive agencies only	In practice no	In practice no	No
Mandatory exclusivity	No	No	No	No	No	No	No	No	For certain products (e.g. pharmaceuticals) only	Yes, but direct deliveries permissible	No, but automatic exclusivity for registered agencies
Mandatory compensation in case of termination	Yes	For “contract agents” only	No	Yes	Yes	Yes	Yes	For registered agencies only	No	Yes, but not for non-renewal upon expiry	For registered agencies only
Choice of law	Yes, but mandatory proviso	Yes, but mandatory proviso	Yes, but mandatory proviso	Yes, but mandatory proviso	Yes, but mandatory proviso	No	No	Yes, but mandatory proviso	No	Yes, but mandatory proviso	No

	ns remain applicab le	ns remain applicab le	ns remain applicab le	ns remain applicab le	ns remain applicab le			ns remain applicab le		ns remain applicabl e	
Choic e of forum	Arbitrati on only	Yes, but not for “contrac t agents”	Yes	Not always	Arbitrati on only	No	Arbitrati on only	Arbitrati on only	Arbitration only	Arbitrati on only	No

DISTRIBUTION

	Bahrain	Egypt	Iraq	Jordan	Kuwait	Lebanon	Oman	Qatar	Saudi Arabia	Syria	UAE
Registration required	Yes	No	No	Yes	Yes	Yes	Yes	No	In practice no	In practice no	No
Mandatory exclusivity	No	No	No	No	No	No	No	No	For certain products (e.g. pharmaceuticals) only	Yes, but direct deliveries permissible	No, but automatic exclusivity for registered distributors
Mandatory compensation in case of termination?	Yes	No	No	Yes	Yes	Yes	Yes	No	No	No	For registered distributors only
Choice of law respected?	Yes, but mandatory provisions remain applicable	Yes, but mandatory provisions remain applicable	Yes, but mandatory provisions remain applicable	Yes, but mandatory provisions remain applicable	Yes, but mandatory provisions remain applicable	No	No	Yes, but mandatory provisions remain applicable	No	Yes, but mandatory provisions remain applicable	No

	ble	ble	ble	ble	ble			ble		ble	
Choice of Jurisdiction respected ?	Arbitration only	Yes	Yes	No	Arbitration only	No	Arbitration only	Arbitration only	Arbitration only	Arbitration only	No