**AGREEMENT BY MANUFACTURER AND COMMISSION AGENT**

This Agreement is entered into as of [[Effective Date]] (the ‘’Effective Date’’).

**BETWEEN:** [[Entity: Choice(“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], a company, duly incorporated and registered under the Companies Act, 1956, with its principal place of business located at [[Company Address]], (the “Company”), through its [[Authorised signatory: Name of the Person]], (hereinafter called the “Manufacturer”) of the one party

**AND:** [[Entity: Choice(“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], (the "Agency"), a company, duly incorporated and registered under the Companies Act, 1956, with its principal place of business located at [[Company Address]], (the “Company”), through its [[Authorised signatory: Name of the Person]], (hereinafter called the ‘agent’) of the second party.

**PREAMBLE**

WHEREAS the manufacturer is interested in appointing a commission agent for sale of its products.

AND WHEREAS the agent has approached the manufacturer to appoint him as his commission agent.

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DUTIES AND OBLIGATIONS OF THE COMPANY
   1. The manufacturer appoints the agent as its commission agent to sell its products in the areas comprised by the districts of [[Name of Place]] in the State of [[Name of state]].
2. DUTIES AND OBLIGATIONS OF THE AGENT
   1. The canvassing shall be done by the agent in order to procure orders and push the sale of the products in his areas.
   2. The agent shall secure orders for Rs [[Amount]] directly or indirectly at least in a year commencing from the date of this agreement.
   3. The agent shall furnish weekly return to the manufacturer of the orders secured, the work done, the persons approached and canvassed during the previous week.
   4. The agent shall submit orders received to the manufacturer within [[No. of days]] days from the date of its booking. The agent shall deposit all the money received by him in the account of the manufacturer and submit the weekly report on every [[Day]].
   5. The agent shall not represent the manufacturer directly or indirectly except on instructions issued by the manufacturer from time to time.
   6. All the orders procured or business done by the agent shall be in accordance with the terms and conditions mentioned in the Schedule attached herewith subject to alteration or modification issued by the manufacturer from time to time.
   7. All the orders procured or business done by the agent shall be in accordance with the terms and conditions mentioned in the Schedule attached herewith subject to alteration or modification issued by the manufacturer from time to time.
   8. The agent shall not do directly or indirectly any other business of commission agent of any other company.
   9. The agent shall get a commission of [[Percent]] % on all orders procured by the agent directly or indirectly. The said commission shall be payable on [[Time]] basis at the end of every [[Time]]
   10. On termination of this agreement, for whatsoever reason, the agent shall not be entitled to receive any commission from the manufacturer on the orders received thereafter.
   11. The agent shall be responsible for all the payments for the goods supplied on the orders received by the agent.
   12. The agent is required to deposit a cash security of Rs[[Amount]] with the manufacturer. This security shall remain with the manufacturer during the continuance of this agreement. The annual interest on security shall be paid by the manufacturer to the agent @ [[Percent]] % per annum.
3. MANDATORY OBLIGATIONS OF THE PARTIES
   1. The agent shall employ sub-agent, salesman, clerk, accountant, etc. at his own cost. However the manufacturer shall bear the cost of advertisements in the newspaper, magazines, Radio and Television, etc.;
4. REPRESENTATIONS AND WARRANTIES

Each party hereby represents and warrants to that:

* 1. Each party has all required capacity and corporate authorization to enter into this Agreement and be bound by the obligations provided hereunder;

1. NOTICE
   1. Any notice provided for or permitted in this Agreement shall be in writing and will be deemed to have been given [[Minimum number of Days after Mail: Number]] days after having been mailed, postage pre-paid, by certified or registered mail or by recognized overnight delivery services, except in the case of a postal or other strike affecting the service used whereupon notice will be deemed to have been given [[Minimum number of Days for Service of Notice: Number]]days after normal service resumes.
   2. Where personal service is made or where delivery is made by facsimile and a receipt thereof has been retained, any notice provided for or permitted in this Agreement will be deemed to have been given when received by the intended recipient. The intended recipient must be an individual whose personal name appears on the address set out in the notice.
   3. Addressing and delivery is to be made as follows:
      1. If to: Company

[[Company Address]]

* + 1. If to : the Agent

[[Agent Address]]

* 1. The parties may communicate other addresses where notice must be sent to from time to time. Such communication shall be in writing and shall have the effect of replacing the address. No change of address effected under this section shall in any way affect the operation of any term, other than the delivery address, in this Agreement.

1. TERM
   1. This Agreement will come into force as of the [[Effective Date]] and will expire on [[Expiry Date]] (the “Initial Term”) unless extended by the parties in writing or otherwise terminated by the parties in accordance with the terms of this Agreement.
   2. At the end of the Initial Term, this Agreement will be renewed for successive [[Number: Number of Years]] year terms (a “Renewal Term”) with the mutual consent both the parties and subject to the provisions of law.
2. TERMINATION

Either party can terminate this agreement by giving [[Time Period]] prior notice in writing under Registered Ack. Due cover.

1. EFFECT OF TERMINATION

On termination of this agreement the security money along with interest shall be returned to the agent after adjustments.

1. DISPUTE RESOLUTION:
   1. ARBITRATION:
2. In the event of any dispute, difference or controversy arising between the lessee and lessor in the performance, interpretation, implementation or application of this agreement, the parties will first attempt to resolve their differences mutually but failing mutual settlement dispute, difference or controversy arising, either Party may request that such disputes be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (“ the Act of 1996”) and the rules made there under, as amended from time to time.
3. The Seat of Arbitration will be in [[Place]] and all Arbitration proceedings will be conducted in [[place]].
   1. In case the dispute arises it will be adjudicated by the way of ONLINE DISPUTE RESOLUTION
   2. In case the dispute arises it will be Subject to the jurisdiction of the courts of [[Name of the place]]

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [[Place of Execution]] on the date indicated above.

\*\*[[Party A | Uppercase]]\*\* \*\*[[Party B | Uppercase]]\*\*

[[Party A Signatory Email: Identity | Signature]] [[Party B Signatory Email: Identity | Signature]]

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

By: [[Party A Signatory Name]] By: [[Party B Signatory Name]]

Title: [[Party A Signatory Title]] Title: [[Party B Signatory Title]]

WITNESSES

1. [[Name of the Witness: Witness A]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness A]] [[Witness A Signatory Email: Identity | Signature]]

[[Passport Size Photo: Image]]

1. [[Name of the Witness: Witness B]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness B]] [[Witness B Signatory Email: Identity | Signature]]

[[Passport Size Photo: Image]]