**AGREEMENT BETWEEN FIRM AND**

**TRAVELING SALES AGENT**

THIS AGREEMENT is made this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_ , 2018 \_\_\_\_\_\_\_ .

BETWEEN

SAMI, a partnership firm duly registered under the Indian Partnership Act, acting through Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ one of the partners of the said firm and having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Address), (hereinafter called the ‘‘Firm’’) of the first part AND Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , aged about \_\_\_\_\_\_ years, son of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , (hereinafter called the ‘‘Sales Agent’’) of the other part;

WHEREAS, the ‘‘Firm’’ is desirous of appointing traveling agents for the canvassing of their Software Products within the territory of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ And the said Sales Agent is willing to undertake the said work.

Now, Therefore, This Agreement Witnesses that in consideration of a sum of Rs. \_\_\_\_\_\_\_\_\_ p.m. payable by the firm to the said Agent, the Agent hereby undertakes to serve the said Firm as its Traveling Sales Agent within the territory of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the conditions hereinafter appearing:

1. That the Firm shall remit to the Agent a sum of Rs \_\_\_\_\_\_\_\_ every month by way of salary wherever the said Sales Agent may be or, at any place specified by the said Agent in this behalf.

2. That the Sales Agent shall tour within the territory of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and shall keep touring for not less than \_\_\_\_\_\_\_..days in the month for the purpose of visiting customers of the Firm and creating new customers and pushing the sales of the Firm.

3. That whenever required the Sales Agent shall, at the expense of the Firm, report to the Firm personally, at any place specified in this behalf, and render full account, explanation or anything required by the Firm in respect of his agency.

4. That the Sales Agent shall, at all times, keep full documents of accounts of all orders received by him and all other transactions and things done by him in connection with his agency, and in particular will forward to the Firm daily, a statement of all business transacted, monies collected and expenses incurred, and shall specify the person or firm on whom he has called and the order he has secured.

5. That the Sales Agent shall be and is hereby authorized to issue receipts of all monies received in the printed receipt form issued to the Agent in this behalf and the Firm shall be bound by such receipts to its customers.

6. That the Sales Agent shall use his utmost endeavourer to obtain orders for the Firm and shall during the period of his service work diligently, honestly and loyally in his capacity as Sales Agent. The Agent shall not disclose any matter relating to the Firm, its customers or its business unless such disclosure is in the interest of the business or authorized by the Firm.

7. That the Sales Agent shall be bound by the rules regarding leave framed by the Firm from time to time, and governing the employment of all the servants of the Firm.

8. That the Agents shall be paid in addition to his salary expenses of traveling by ……………………………in the \_\_\_\_\_\_\_\_Class and Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per day as Dearness Allowance (for diet etc)

9. That in the event of sickness or other incapacity the Sales Agent shall be allowed such leave as may be due under the rules referred to in clause 7 above but if the incapacity of the Sales Agent continues beyond the leave due and earned the Firm may at its option terminate the services of the Sales Agent on payment of one month’s pay and such salary or expenses which may have accrued due. If, however, the Sales Agent misconducts himself and his removal is necessary, then the Sales Agent shall only be entitled to get his salary or expenses which may be due on the date when such misconduct is detected.

10. Either party may at any time determine this agreement by giving the other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ calendar months’ notice in writing and the Firm may in case of any breach by the Sales Agent of any rules or the covenants herein mentioned, at its option determine the same without notice or payment in lieu of notice.

11. That the Sales Agent shall not during the continuance of his service work for or be interested in any other firm carrying on like business, nor use his tours for purposes other than the business of the Firm and after the termination of his service shall not for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ years be interested or concerned, directly or indirectly in any way within the territory in which the Sales Agent has at any time traveled on the Firm’s employment, in any business similar to that carried on by the Firm.

IN WITNESS whereof the said ……….acting through Shri \_\_\_\_\_\_\_ one of the partners AND \_\_\_\_\_\_\_ (Sales Agent) have hereto signed on the dates respectively appearing under their signatures.

Signature

for Firm.

Signature.

Sales Agent.