**Sales Agency Agreement**

Draft Sales Agency Agreement

The below mentioned and undersigned representatives of

XYZ

on the one part

And

M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as " \* ")

on the other part

On dated......have made the following agreement.

**Article 1**

1.     " XYZ" undertakes to develop on the contractual territory India Legal agency activity for (" \* ") in the spirit of developing Business relations. "XYZ" activities according to contract to promote (" \* ") product range from (products you deal in) supply to all related Facilities in India.

2.     In the Contractual territory (" \* ") has right to conclude regarding the contractual subject direct business transactions, however the copy of all direct dealing will be provided to "XYZ" for local support.

3.     "XYZ" will undertake discussions on the behalf of (" \* ") with local supplier /Partners and long term business opportunities and other services agencies to support (" \* ") to support business activities. "XYZ" will inform all discussion with such Parties to (" \* ") and such association will be finalized only subject to final clearance from (" \* ").

4.     "XYZ" will support (" \* ") to locate local partners for technologies transfer, assembling support, technical support and will undertake marketing planning etc. for (" \* ").

5.     (" \* ") gives authority to ("XYZ" to represent them self as a Authorized Representative / agents in India for (" \* "), related to products they deal in and permitted too.

**Article 2**

"XYZ" will exercise his agent's activity with professional care and to this aim they will especially:

a.     "XYZ" will promote (" \* ") and introduce their products through their business-to-business portal to their regular clients as well as to registered buyers on regular basis.

b.    Ensure sales and see to their enlargement and increasement of the volume according to the instructions of (" \* ").

c.     "XYZ" will mediate business transactions only clients of good reputation where there is guarantee of fulfilling of the obligations. ("XYZ") will follow the economic and property situation of the clients till the payments of the cost price and will inform (" \* ")

d.    "XYZ" will send to (" \* ") regularly minimally yearly marketing analyses and informations on the contractual subject and inform (" \* ") on sale possibilities.

e.     "XYZ" will help the staff of (" \* ") - who will visit the contractual territory - by advice and arrange meetings, presentations, participations in exhibition and all other services required during their stay to promote the (" \* ") in Contractual Territory.

f.     F) "XYZ" will inform (" \* ") on all circumstances that might have influence on the sales (regulations concerning prices, customs, pricing etc.) and will supply (" \* ") with recommendations to remove obstacles and difficulties, which might result from situation at that time in order to protect (" \* ") interest to procure the orders in the contractual territory.

g.    If necessary, "XYZ" shall introduce (" \* ") to experienced local manufacturers and/ or contractor with good reputation, and steel structure processing facilities, so that (" \* ") could be competitive by utilizing local resources.

h.     "XYZ" will not inform third person / party which "XYZ" received in relation with fulfilling this agreement unless this concerns information meant by (" \* ") to be passed on to the clients.

**Article 3**

"XYZ" is not entitled to make on behalf of (" \* ") and to her account any legal actions without a special full power given in writing, especially to sign contracts, to approve damage claims etc.

**Article 4**

Obligations of the (" \* ")

1.     (" \* "), will supply sufficient product information, technical details, the company brochure / product brochure in sufficient quantity to promote aggressively.

2.     (" \* "), will provide all promotional cost, bidding cost etc. in case (" \* ") agree to participate in bidding process.

3.     "XYZ" undertake to co-operate with (" \* ") in the field of publicity and promotion of the subject of the agreement and to assist (" \* ") during participation in fairs and exhibitions in the contractual territory. The expenditure must be arranged by (" \* ").

4.     "XYZ" undertakes to take full care of the publicity material "XYZ" receive from (" \* "), to distribute it efficiently and to ensure that it is not abused by the competition.

5.     (" \* ") will furnish quotes (prices) with minimum 3 months validity along with the relevant details to "XYZ". And in case want to change any terms & conditions will inform "XYZ" well in advance.

**Article 5**

1.     1 Each party will pay itself its own postage, telegraph and other expenses resulting from this agreement.

2.     If it is necessary - according to the valid regulations in the contractual territory - to register this agreement with the authorities the agent is obliged to provide for the registration at his costs and after expiration of the contract "XYZ" is obliged to provide for the deletion from the register files and to inform (" \* ") about on this. During his agent activity "XYZ" is responsible for respecting legal rules and regulations valid in the contractual territory.

3.     This agreement does not create an employment for "XYZ".

4.     "XYZ" have not the right to register for herself the firm's name (" \* ") even after cancellation of this agreement.

5.     "XYZ" has no right to code wholly or partially his own rights following from the present agreements to third party, however authorized to appoint consultant, if and when need to help "XYZ" for promotion of (" \* ") Product range in contractual territory.

**Article 6**

1.     "XYZ" agrees for association on commission basis, which will be paid subject to successful business. The percentage shall be determined according to the contract price and will be decided after mutual discussion between "XYZ" and (" \* ") before quoting price offer to the client. (" \* ") committing the commission to "XYZ" at that point of time along with payment terms etc.

2.     (" \* ") agree to pay some promotional cost to "XYZ". Subject to justification of such advance requirements to promote (" \* ") products in Indian Territory.

3.     In case of longterm contracts or of contracts with regular payments - for instance payments in short installments - an adequate payment for commissions from received payments will be agreed between (" \* ") and "XYZ".

4.     The commission will be paid by (" \* ") within 30 Days from receiving the payment from the client - that means to the Bank account about which (" \* ") will be informed by the "XYZ" in writing, or another way of payment may be agreed between the "XYZ" and (" \* "). The commission will be paid in the currency used by the foreign client for payments to (" \* ").

5.     The commission covers all claims of the agent connected with his mediation work, however additional expenses may required and such expenses will be decided at the time of contract finalization will be included in commission part.

**Article 7**

1.     This agreement is valid for a period of 3 years and can be prolonged by mutual agreement.

2.     This agreement can be cancelled before the time for which it has been signed either

a.     by mutual agreement or

b.    loss of the trade licence of any of the party, in case of declaring bankruptcy or compounding procedure or in case of the loss of possibilities to realize of this agreement through his mediation. The notice is realized by a registered letter to the last known address of the second contractual parties. The notice is made in time when it was posted before the beginning of notice term.

**Article 8**

The relations resulting from this contract and legal consequences related to it including the questions of its validity or its invalidity are governed by the Indian La

**Article 9**

All disputes which might arise in connection with this agreement will be settled in an amicable way in the first place. If the parties of this agreement will not reach an accord by friendly discussion all disputes will be referred to three arbitrators who will be appointed and will act in accordance with Rules of Arbitration Court of India. Both parties undertake to carry out the award of such arbitration and take it for final.

This agreement is made in 2 copies for each party in English language.

Date:

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Authorized Signatory Director

for XYZ.com,

...................................................

a unit of, (" \* ")

Matrix net-on-line Ltd.