

IN-MADagt02

## **Sales and marketing agent agreement**

**Dated:** [date]

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**This agreement is dated:** [date]  
**It is made between** [Company's name]  
**of** [Address] ("the Company")  
**And** [Company's name]  
**of** [Address] ("the Contractor")

## 1. Purpose of agreement

- 1.1. The Company [ ]  
].
- 1.2. The Contractor is a Company/firm [describe ]  
.
- 1.3. Parties desire to enter into this agreement, pursuant to which Contractor will  
[ . . / ].
- 1.4. The Contractor will work offsite from his home ,  
.

## 2. Responsibilities of the contractor

Contractor shall have responsibility :

- 2.1. Sales.
- 2.2. Brand image.
- 2.3. Marketing.
- 2.4. Events planning and management
- 2.5. Specific tasks will include:
  - 2.5.1 regular visits / /  
;

- 2.5.2 write orders;
- 2.5.3 take inventory;
- 2.5.4 suggest possible replacement stocks;
- 2.5.5 organise test, ;
- 2.5.6 ensure that the Company has premier positioning;
- 2.5.7 add new accounts and increase overall market penetration.

### 3. Payment to Contractor

- 3.1. For work performed under this agreement, the Contractor [ ] .
- 3.2. Besides above, the Contractor will be entitled [%] .
- 3.3. All invoices must .
- 3.4. Commission account will be [ 30 ] .
- 3.5. All taxes and .
- 3.6. Contractor will receive a budget allocation - .

### 4. Representations and warranties

- 4.1. The Company and the Contractor represent and , .
- 4.2. The Company represents and warrants that the Product as contemplated under this agreement ,

4.3. The Contractor warrants

4.3.1 ensure not to infringe upon the

4.3.2 not violate any law, statute,

4.3.3 not be defamatory,

4.3.4 not be obscene, pornographic or indecent; and

4.3.5 not use any computer programming routines that are

4.4. The Contractor specifically represents and warrants that no use of software, books, third party

4.5. The Contractor warrants that

4.6. The Contractor also warrants that there is no outstanding contract, commitment or agreement to

## 5. Mutual hold harmless

5.1. The Company and the Contractor each agree to hold the other (and each of its affiliates, shareholders, directors, employees,

5.2. A party entitled to indemnification pursuant to this agreement shall notify the other party

60

5.3. Upon receipt of notice of the

5.4. The indemnified party shall have  
( )

5.5. Each party shall cooperate in the settlement of any claim for which indemnification

## 6. Confidentiality

6.1. The Contractor acknowledges that during the course of this agreement, he

6.2. The Contractor agrees that he will not use such confidential information for any purpose

6.3. The Contractor shall use and maintain appropriate security measures to

6.4.

6.4.1

6.4.2

;

6.4.3

.

## 7. Duration and termination

7.1.

[ ]

7.2.

,

.

7.3.

,

:

7.3.1

[ 10 ]

;

7.3.2

,

,

7.4.

,

-

.

## 8. Assignability

8.1.

/

,

,

,

8.2.

8.3.

## 9. Non-compete

## 10. Promotional materials

## 11. Miscellaneous provisions

Relationship of the Parties



;

## Force Majeure

;

## Survival of Certain Provisions

## Notices

For the Company:

[ , / ; ]

For the Contractor:

[ , / ; ]

;

**Headings**

**Governing Law**

[ ].

**Severability**

**Entire understanding**

**Amendments**

**Waiver**

,

.

Signed by:

:

:

Signed by:

:

:

## Explanatory notes:

### Sales and marketing agent agreement

#### General notes:

1. This document has been drawn using the word “Company” to identify the user(s). However, so you may safely use your word processor to search and replace “Company” by “Firm”, “Organisation” or
2. This kind of an agreement mostly defines the general and commercial conditions as the concept is largely unregulated by any specific law. Kindly consider what exactly has been decided between the parties then
3. The agreement will be with a person or company outside India or for a foreign entity assigning contract to an Indian contractor. You are therefore, free to make whatever arrangements you wish.
4. This particular document has been designed to protect
5. There are certain assumptions that we have made, however, they
6. Currency of payment may be altered depending upon the agreement
7. Jurisdiction for the dispute resolution is subject to choice of
8. This agreement is drawn in general terms without specific reference to any industry and is suitable
9. The agreement should be signed, in so far as possible,
10. The intention and purpose is to make the document suitable to cover International transactions, however,

11. Kindly take appropriate care or seek proper advice in the event of
12. The agreement provides for the appointment of contractor on exclusive basis within the territory, which condition, however,
13. If the Company in this agreement is a Company incorporated under the Companies Act, there are
- a) No sole selling agent can be appointed for more than 5
  - b) The appointment is subject
  - c) Approval can be
  - d) If after the appointment, the general
  - e) The terms and conditions of the appointment are subject to approval by the Central Government,
  - f) The Company can appoint such agents more than one in number in any area but
  - g) A company is also prohibited from paying,
  - i) the appointment is illegal;
  - ii) the agent resigns
  - iii)

- iv) the ;
- v) ;
- h) the government can , ;
- i) a Company cannot appoint , , ;
- j) a company 5

14. There is no special Article

15. The fee and criteria for payment of the fee of the Contractor has been defined

**End of notes**