**AGREEMENT WITH AGENT AND AGENT**

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

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

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

**PREAMBLE**

WHEREAS the agent is in the business of [[Name of business]].

WHEREAS the Service Provider is engaged in providing services of [[Name of services]]

AND WHEREAS the Agent has decided to appoint the services provider for the [[Name of Area Alloted]], for which the service provider has taken approval of the Central Government as well.

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 SERVICE PROVIDER
	1. The service provider shall provide his services to the Agent according to the manner prescribed by the agent and the quality of services must meet the industry standards.
	2. If in future necessity arises the Service provider can open its own business or appoint some other person in the area of agent in order to promote public distribution system, but before doing that, the Service provider shall obtain prior consent of the agent.
	3. [[TYPE HERE: ANY ADDITIONAL CLAUSE]]
2. DUTIES AND OBLIGATIONS OF THE AGENT
	1. The Agent appoints the service provider for the [[Area Allotted]].
	2. The Service provider shall engage himself fully in promoting the business of the Agent to the best of his ability and capacity, honestly and diligently and shall not engage himself directly or indirectly in providing services to company dealing in the sale of similar or identical products.
	3. That the service provider shall preserve and protect the trade mark, patent and design of the Agent and shall not allow anyone to use the same unauthorizingly.
	4. [[TYPE HERE: ANY ADDITIONAL CLAUSE]]
3. MANDATORY OBLIGATIONS OF THE PARTIES.
	1. Paper publicity, hoardings, cinema slides, etc. shall be done by the agent on the pattern of the Agent, for which the Agent shall pay all the charges to the agent on presentation of the bills;
4. GENERAL CLAUSES
	1. The appointment of agent shall be effective with effect from the date of signing of this agreement and shall last for five years.
	2. After the expiry of [[Years]] years, without prejudice, the reappointment may be made subject to approval by the Agent in its general meeting and also subject to approval by the Central Government under the provisions of Section 294 of the Companies Act, 1956 and Rule 2 of the Companies (Appointment of Sole Agents) Rules, 1975.
5. 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: Agent

[[Agent 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
	1. Either party can terminate this agreement by giving [[Time Period]] prior notice in writing under Registered Ack. Due cover.
3. DISPUTE RESOLUTION:
	1. ARBITRATION:
4. 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.
5. 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]]