**AGREEMENT BETWEEN A COMPANY AND ADVOCATE**

This Service Agreement (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]], (the “company”).

**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]], (the “Advocate”).

**PREAMBLE**

WHEREAS the Company in course of business has to sue to enforce its rights against wrongdoers and to defend cases and for that purpose requires a legally qualified person.

AND WHEREAS the Advocate has practice in commercial litigation in different Courts for the last 10 years and is open for engagement as a retainer by the Company.

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. FEES AND EXPENSES
2. That the Firm shall be paid Rs. [[Retainership or remuneration of the advocate in Rupees]] per month as remuneration for its employment.
3. That besides the aforesaid consideration the Advocate shall also be paid and compensated for all expenses that he may incur in performance of his duties undertaken by him under this agreement.
4. That if the services of the Advocate are required by the Company outside the precincts of the Courts at [[Common Place of Practice by the Advocate]], he shall be paid additional remuneration at the rate of Rs. [[Additional Charges for outstation per day]] per day for each day of his engagement, including the time spent by him in going to or coming from such distant place.
5. DUTIES AND OBLIGATIONS OF THE COMPANY
6. That in the event of the client undertaking to engage the advocate, to conduct any case or cases instituted against the client or to be instituted or filed by the client in any court at [[Place of Practice other than the place where the advocate generally practices]] the client shall pay [[percentage of valuation of the suit]], appeal or percentage value of the subject-matter in litigation whichever is higher and in other matters a reasonable fee.
7. That besides the aforesaid remuneration the client shall also compensate the advocate for all the expenses incurred by the advocate in the performance of its duties under the agreement.
8. . [[Additional Clause: Type Information Here]]
9. DUTIES AND OBLIGATIONS OF THE ADVOCATE
10. That for the consideration of the Advocate being paid Rs. [[Amount of remuneration or Retainership per month]] per month by the Company, the Advocate undertakes to appear, act and plead for and on behalf of the Company, to render legal advice and give opinion on requisition made therefor to the said Company and to represent it in all matters, pending in any Court at [[Place where advocacy services are to be delivered]] brought by or against the Company and also to examine all abstracts of title, prepare agreements and contracts and of all such legal acts as the company or any of its directors acting officially may require.
11. That during the continuance of this agreement the Advocate shall not appear against the Company in any proceedings before any Court.
12. That the Advocate hereby accepts his engagement for rendering his services as legal adviser and the Advocate of the Company on the terms and conditions hereinbefore set out.
13. [[Additional Clause: Type Information Here]]
14. CONFIDENTIALITY.

Both the parties shall not, in any fashion, form, or manner, either directly or indirectly:

1. Disclose or communicate to any party any information relating to the Company’s business or the Product including (but not limited to) customer lists, price points, or marketing plans (the “Confidential Information”);
2. Duplicate any Confidential information;
3. Use any Confidential Information other than solely for the benefit of the Company; or
4. Assist a third party in using any Confidential Information in any manner but solely for the benefit of the Company.
5. All disclosures of Confidential Information by one Party to the other are made solely on a confidential basis and as trade secrets. Accordingly, each Party shall maintain the confidentiality of all Confidential Information during the Initial Term and any Renewal Term and at all times thereafter, irrespective of the manner or method in which it is terminated.
6. [[Additional Clause: Type Information Here]]
7. NOTICE
8. Either party shall serve a notice of 30 days for the termination of this agreement.
9. This agreement will come to an end on the expiry of such duration of 30 days.
10. TERM
11. That this agreement shall remain operative for a period of [[Duration of the Agreement]] years commencing from [[Date of Commencement]].
12. DISPUTES AND RESOLUTIONS - ARBITRATION:
13. In the event of any dispute, difference or controversy arising between the Company/Owner and the Travel Agency 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.
14. The Seat of Arbitration will be in [[the Place or Seat of Arbitration]] and all Arbitration proceedings will be conducted in [[the Place or Seat of Arbitration]].

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]]