

AGREEMENT

This agreement is made between on (address of firm) (hereinafter called as) between one part (name of firm) registered address at (address of firm) (hereinafter called as) represented by (name of authorised person), Authorised Signatory.

And on the second part hereinafter called as () represented by (), Authorised Signatory.

(and hereinafter collectively called the Parties)

Whereas

It is the intention of *****, a company having its registered office at Delhi, address above, to have the services

SERVICES

describe about the services

in the area of balaosre Orisa in INDIA.

Whereas

is a publishing organisation having its address as stated above.

Whereas

The Parties wish to work together in the investigation, study and promotion of eligible works and thereafter to take actions to achieve such purpose, on the terms and conditions hereinafter set forth,

Now, therefore, it is agreed as follows:

This agreement consist pages

I- Scope

***** appoints #### as its agency on exclusive basis for the State of Orisa, and #### accepts such appointment, under the terms set out in heading II Terms of appointment below:

II- Terms of Appointment

***** appoint #### as s agency on the following terms:

The Initial, agreement is valid until one year from the date of agreement however, the ***** may extend this for further periods.

shall be full time/part time agency and can engage himself in any other business, profession, and occupation during the service. ##### work shall be to undertake works defined in heading scope above***** activities in the state of Orisa, India. The ##### shall perform tasks defined above in business to *****. ##### shall be provided with all necessary inputs from time to time.

On request of #####, ***** shall provide all necessary commercial information required from the end user shall be provided from time to time by ***** to #####.

***** shall provide its own CIF prices of products or projects to #####. On recommendation from #####

***** shall enhance those prices by figure suggested by #####. This enhancement shall be passed on to ##### after the necessary payments are received from the customers. This enhancement shall include all profits and expenses made by ##### on behalf of ***** during or after the project but with prior approval of *****.

will not divulge any secrets/information of the management to anybody or outside agency competitor of management, which may come to ***** knowledge, during the course of ##### appointment without prior consent of the management in writing.

appointment has been made on the basis of previous experience in the state India and information provided by #####. If any of the information supplied by ##### is found to be incorrect, this agreement shall dissolve automatically without any notice to. *****

The address given by ##### shall be taken as final for sending all correspondence. ##### will inform about the change of address to the management in writing within 5 days of such change.

will be bound by -the rules, regulations, orders in force and framed by Company from time to time which will form part of ##### service conditions.

A performance bond in the form of a demand draft or wire transfer shall be provided as detailed below by ##### to ***** as security deposit

Rs 25,000 demand draft favoring "*****." payable at New Delhi or a deposit to account no HDFC bank shall be required.

Additional Rs 75,000 amount as future security to be endorsed by ##### along with the agreement in the form of a demand draft favoring *****This amount shall remain open until 3 months months from the date of agreement.

Expenses

Reimbursement of expenses: Any domestic or international expenses made by ##### for ***** work shall be paid by ***** in accordance with ***** regulations.

*Such expenses will be reimbursed by ***** upon receipt of satisfactory evidence of such expenses and copy of proof that such expenses were having a prior approval from *****.*

Duration and termination

This Agreement shall come into force on "date" subject to signature by all Parties. It shall supersede all any previous agreements either oral or written.

*This Agreement shall automatically expire on 365th day from the day of the agreement., unless earlier terminated pursuant to sections above, and unless ***** has given a notice of extension not less than one (1) month prior to the expiration or unless previously extended in time by amendment. All alterations hereto, including extension in time, shall be made by mutual agreement by way of amendments duly executed by the Parties*

Confidentiality - Non Competition

Each Party shall hold data and information, including cost and pricing data, obtained from the other, in strict confidence and shall deal with such data and information with a degree of care not less than that used for dealing with its own similar data and information. In particular, each Party shall take all reasonable steps(including without limit stamping copies of any document containing such information as proprietary to the other) to minimise the risk of disclosure of data and information obtained under this Agreement, shall insure that only employees who have a need to know shall have access thereto, and shall require employees to treat data and information in strict confidence as provided in this Agreement.

Each Party undertakes that any data or information from other under this Agreement shall be safeguarded and used by the Party only in connection with and pursuant to the provision of this Agreement. Each Party undertakes not to divulge any such data or information to any third Party, except as expressly permitted herein.

This clause shall remain into force for a period often (10) years as from the date of expiry or termination thereof.

*The documents, brochures, plans and any other item remaining in ##### possession shall be returned to ***** immediately upon expiration or termination of this Agreement.*

Trademarks

*##### agrees not to use the name of ***** factories, their trademarks, or words in which the name of ***** is included, in its company name, trademark, telegraphic address, Email address or Web Site except as their name or otherwise permitted by ******

Assignment of Agreement, No Subcontracting

*This Agreement is concluded in privacy between the Parties and may not be assigned without the prior written specific authorisation of the other Party. ##### shall not be entitled to subcontract or assign any of ##### obligations or duties hereunder to any third Party without ***** previous approval.*

Applicable law, Arbitration

This Agreement shall be construed and applied according to the Indian law.

In the event of any differences or dispute arising in connection with applicability, interpretation or performance of this Agreement, both Parties agree first to make their best efforts to reach an amicable settlement within two months following the notification of said differences or disputes, which shall be given by registered letter with acknowledgement of receipt by the more diligent Party.

Failing such amicable settlement, then such differences or disputes shall be finally settled under the Indian Law

All hearings and proceedings shall be held in New Delhi India. The arbitrator's award shall be final and binding on the Parties.

This Agreement has been made in two original copies of the same tenor and date, one of which has been taken by each Party.

*For ******

For #####

Date

