

AN AGREEMENT made of this.....day
of.....BETWEEN SIGNARIES BUSINESS
PVT. Ltd. having registered office at KOLHUA
VINAYAKA, BARI GAIBI RD, KAMACCHA,
VARANASI-221010, U.P. (hereinafter called the
'SELLER') of the one part and option of agent
resident of.....(hereinafter called the "agent")
of the other part.

WHEREAS

1. The seller is desirous of appointing a commission agent for the sale of Men wallets marketed by it.
2. The agent has approached the seller for his appointment as such agent and has consented to act as such agent.

NOW THIS AGREEMENT WITNESSES as follows

:

1. That the seller hereby appoints the agent to be its commission agent for the sale of men wallet's marketed by the former in the area comprised by the districts of INDIA and in the State of INDIA and the agent hereby agrees to act as such sole selling agent in the said area of INDIA on the terms mentioned herein.

2. That the agent shall canvas for, secure orders and push the sale of men wallet's to the best of his ability and experience within the said area and hereafter guarantee to secure directly or indirectly orders for the sale of men wallet's to the extent of the value of Rs.300/- (Rupees Three Hundred

Only) at least in the year commencing from the date of this agreement.

3. That the agent shall employ sub-agents, servants, canvassers, clerks and other employees at his own expense and cost in the business or the commission agency. The seller shall, however advertise at its own cost in the said territory and at its discretion, whether in newspapers, magazines, cinema slides, or by any other means and shall indicate where feasible the name of the agent as its sole selling agent in the territory indicate above.

4. That the agent shall furnish to the seller weekly return of the business secured and the work done, the persons approached and canvassed during the previous week and shall forward to the seller not

later than two days from the receipt of any orders for the supply of men wallet's as well as all enquiries received in respect of the said men wallet's. The agent shall deposit in the seller all moneys received in advance from the customers, and submit an account thereof everyday to the seller.

5. That no representation shall be made on behalf of the seller except as in conformity with the instructions issued from time to time by the seller. All business done or procured by the agent shall be in accordance with the terms mentioned in the Schedule attached hereto, subject to modification thereof as per circulars or directions issued by the seller from time to time.

6. That no order for the supply by the seller shall be secured or undertaken which shall exceed the value of Rs.300/- (Rupees Three Hundred Only) unless prior consent thereof has been obtained in writing from the seller.

7. That this agreement shall be in force for a period of one year from the commencement thereof, during which period, the agent shall, not canvass for or act as selling agent for goods of the same kind for any other seller/manufacturer.

8. That the agent shall be paid by the seller a commission of percent on slab wise. On all orders and repeat orders received directly or indirectly from the said territory, which shall have been executed or complied with by the seller, such execution or compliance being in the absolute

discretion of the seller. The said commission will be payable at the end of every month and shall be payable even in respect of orders received of supply of the said area made by seller out of their own accord to any constituent within the said territory, for valuable consideration.

9. That at the termination of the agreement whether by efflux of time or otherwise. The seller shall not be liable to pay any commission on orders received thereafter.

10. That the agency may be determined by the seller at any time during the said period of one year, after giving fourteen days' notice thereof, in case the agent should omit to comply with the obligations imposed upon him under this agreement or in case, in the opinion of the seller,

the agent is guilty of misrepresentation as to the quality or characteristics of the said men wallet's or the canvassing or securing orders in the said territory does not substantially exceed the minimum guaranteed by the agent or for any other just cause construed in the business point of view.

The agent may terminate this agreement at any time during the said period of one year, after giving one month's notice thereof in case the seller should repeatedly fail to comply with or execute the orders by the agent any duly communicated to or accepted by the seller pursuant to this agreement or in case the goods men wallet's supplied are substantially inferior to the description thereof, or in case the seller should without just cause, or cause, withhold the payment

of the commission due to the agent under the agreement for a period exceeding two months.

11. That the agent shall be personally liable for the payment of the price of the goods supplied through him or pursuant to the orders secured by him, if the constituent to whom the goods were so supplied by the seller refused within three months of the receipt thereof to pay for the same or refuses to accept the same when forwarded to such constituent. This liability of the agent shall be akin to that surety.

12. That the agent shall furnish a cash security of Rs. NIL to the seller for a period of one year sufficient (irrespective of previous determination of the agreement for any cause whatsoever) to ensure against due compliance by the agent of the

terms hereof and such security shall carry interest at the rate of 0 percent annum. Such security shall be repayable with interest to the agent within one month of the expiry of the period fixed in the agreement after adjustment of accounts between the parties. In case there should arise any dispute with respect to any matter regarding which any deduction is sought to be made by the manufacturer, the said dispute shall be referred to the arbitration of the President of the District Bar Association at Varanasi. U.P. who shall either act as arbitrator himself or appoint any other member of the Bar (paying income-tax) as arbitrator.

IN WITNESS WHEREOF, the parties hereto have signed this agreement on the day and year first written above.

