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## MARKETING AND SALES AGREEMENT

This Marketing and Sales Agreement ("Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20, by and between:

Company Name: \_\_\_\_\_

A company incorporated under the laws of \_\_\_\_\_, having its registered office at:

(hereinafter referred to as the "Company" or "Principal", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns),

AND

Marketing & Sales Partner Name: \_\_\_\_\_

Having its principal place of business at:

(hereinafter referred to as the "Partner", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns).

WHEREAS,

The Company is engaged in the business of \_\_\_\_\_ and wishes to appoint the Partner to promote, market, and sell its products/services.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

## 1. Appointment

The Company hereby appoints the Partner as its non-exclusive/exclusive Marketing and Sales Partner to promote and sell the Company's products/services.

## 2. Scope of Work

The Partner shall:

- a) Promote, advertise, and market the products/services;
- b) Generate leads and close sales on behalf of the Company;
- c) Follow pricing and marketing policies as decided by the Company;
- d) Maintain proper communication and documentation with clients and the Company.

## 3. Territory

This Agreement shall apply to the following territory:

\_\_\_\_\_

(Leave blank or mention "PAN India" or "Global", as applicable)

## 4. Term and Termination

This Agreement shall be valid for a period of \_\_\_\_ years/months from the effective date unless terminated earlier by either party with \_\_\_\_ days' written notice.

## 5. Commission/Compensation

The Partner shall be entitled to a commission of \_\_\_\_% on the net invoice value of sales generated. Payment shall be made within \_\_\_\_ days from the realization of payment from the client.

## 6. Duties and Obligations of the Company

The Company agrees to:

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- a) Provide necessary marketing materials and support;
- b) Share relevant product/service information;
- c) Ensure timely delivery and support to customers.

## 7. Confidentiality

Both parties agree to maintain the confidentiality of business information, client data, and trade secrets shared under this Agreement.

## 8. Intellectual Property Rights

All trademarks, logos, and marketing materials shall remain the sole property of the Company.

## 9. Indemnity

Each party agrees to indemnify and hold harmless the other party from any claims, damages, or liabilities arising from its actions or omissions under this Agreement.

## 10. Dispute Resolution

In the event of any dispute, the parties shall attempt to resolve the same amicably. Failing which, the dispute shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996. Jurisdiction shall lie with the courts of

\_\_\_\_\_.

## 11. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or representation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

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For Company

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

For Marketing & Sales Partner

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

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