

AFFILIATE MARKETING AGREEMENT

This Affiliate Marketing Agreement (“**Agreement**”) is made and effective this [DATE],

BETWEEN: [NAME] (the “**Agent**”), an individual with his permanent address at:

[COMPLETE ADDRESS]

AND: _____, a company incorporated under the Indian Companies Act, 2013 having its corporate office at _____ (hereinafter referred to as the “**Principal**”).

WHEREAS the Principal is in the business of manufacturing, marketing and selling [PRODUCT DISCRPTION].

WHEREAS the Principal wishes to market, promote, distribute and sell the above products, collectively referred to as “**Products**”. This list of Products is subject to increase or decrease in future at the discretion of the Company.

WHEREAS Agent is prepared to promote, market and sell the Products on behalf of the Principal in return for a commission.

WHEREAS the Agent is aware and informed about the Products being marketed and sold by the Principal, including but not limited to the product range, price, packaging and commission amount. The same is annexed as Annexure 1 to this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL PROMISES AND COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. SELLING RIGHTS

- a. The Principal grants the Agent an exclusive right to sell the Product(s) on behalf of the Principal within the territory described below, for a period of [PERIOD] commencing execution of the Agreement (the “**Selling Rights**”):

Please mention the name of state, towns, cities etc within which the Agent shall sell Products.

- b. The Agent may not sell or attempt to sell the Product(s) outside of the territory described above, except with written consent of the Principal.
- c. The Agent shall use his best efforts to sell the Product(s) for the duration of the Selling Rights. At the request from time to time of the Principal, the Agent shall furnish the Principal with a reasonably detailed, written report on his efforts to sell the Product(s) in the period specified by the Principal.
- d. The Agent shall clearly identify himself as a duly authorized sales agent of the Principal in the course of his efforts to sell the Products on behalf of the Principal and may not sell the Products in his own name.

2. **PRODUCT PRICES**

The Principal shall fix the selling price of the Products and the Agent may only sell the Products at the selling prices fixed by the Principal.

3. **ORDERS**

Omitted

**“You can contact us at for a customized agreement and legal advice on the
said document”**

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