

# CONTRACTUAL EMPLOYMENT AGREEMENT TEMPLATE

This Commission Sales Agreement (“**Agreement**”) is made on 12th day of October, 2016 (“**Effective Date**”)

## BY AND BETWEEN

[**Your company name**], a company registered under the Companies Act, 2013 having CIN [.] with its registered office at [**Company address**], (the “**Company**”), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns;

## AND

[**Employee name**], son of [**Name of Employee Father**], aged about [**Number of Years**], with permanent account number [**Account number**], residing at [**Address**] (the “**Designation**”) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its agents, successors and assigns

The Company and the [Designation] shall thereafter collectively be referred to as the “**Parties**” and individually as the “**Party**”.

## WHEREAS:

1. The Company is engaged in the business of marketing and selling IT Solutions (Hardware & Software).
2. The [Applicable Designation] is desirous of selling the Company’s services.

3. The Parties have recorded the terms and conditions of their arrangement in this Agreement.

## **NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS**

### **1. APPOINTMENT OF [APPLICABLE DESIGNATION]**

1.1 The Company hereby appoints the [Applicable Designation] as an authorized non- exclusive independent representative to procure contracts for services (“Contracts”) for the Company in the [Delhi/NCR] “Territory”.

1.2. The [Applicable Designation] shall be required to devote such time, energy and skill on a regular and consistent basis as is necessary to procure Contracts for the Company in the Territory during the term of this Agreement.

1.3 The Sales Representative’s shall aim to obtain contracts from those targets that match the criteria detailed in Annex A. The criteria is only indicative of the nature and type of market in which the Company desires that its services be sold and should not be construed as a limitation upon the contracts that can be made by [Applicable Designation] under this Agreement within the designated market.

1.5 The Company may call upon and the [Applicable Designation] shall assist the Company in all services required or requested in connection with Company’s business, including, but not limited to, such services of an advisory nature as may be requested from time to time by Company.

### **2. REMUNERATION AND COMMISSION**

2.1 The [Applicable Designation] shall receive a monthly sum amounting to INR [Rs. XXXX] as Salary (Commission).

2.2 The Salary (Commission) shall be paid out within 30 days of raising the invoice and shall be paid only on fees for services rendered by the Company as per the Contract and shall not include freight, supplies, and other charges incidental to the performance of said services.

2.3 The [Applicable Designation] shall bear any and all costs or expenses incurred by him to perform his obligation under this Agreement, including, but not limited to, vehicle insurance, travel expenses and telephone expenses.

### 3. TERM AND TERMINATION

3.1 This Agreement shall be valid for a period of [60] days from the Effective Date.

3.2 Each Party may terminate this Agreement by means of a registered letter with advice of receipt, to be sent to the other Party with a notice period of **7 Days**. The party terminating this Agreement shall have the option of replacing the notice period, in whole or in part, with compensation for Commission for the number of months' notice involved, calculated on the average Commission paid in the calendar year preceding the communication to the other party of the wish to take up this option. A party may waive the notice received, in whole or in part, and in this case, the party terminating this Agreement shall not be entitled to any compensation in lieu.

3.3 The giving of notice shall not be required in the event of termination of the Agreement for the infringement of contractual obligations. The present contract shall be cancelled automatically in the event of the bankruptcy, arrangement with creditors or any other insolvency procedures, the debarment and disqualification of either of the parties; any criminal cases being registered against the Sales Representative, any

judgments against the [Applicable Designation] in civil proceedings that could damage its reputation or prevent the normal running of its business.

3.4 A trial period of **60 Days** is provided for, during which time either party may withdraw from the contract by giving **7 Days** notice.

#### 4 **NON COMPETE**

During the term of this Agreement or within [**2**] year(s) after its termination, the [Applicable Designation] shall not provide same or similar services within the Territory to any other person, firm, partnership, corporation or other entity in the same business as the Company.

#### 5 **CONFIDENTIALITY**

Under no circumstances and at no time shall the [Applicable designation] disclose to any person any of the secrets, methods or systems used by the Company in its business. All customer lists, brochures, reports, and other such information of any nature (“**Confidential Information**”) made available to the [Applicable designation] by virtue of the Sales Representative’s association with the Company shall be held in strict confidence during the term of this Agreement and after its termination.

#### 6 **RELATIONS OF PARTIES**

6.1 This Agreement shall not create a partnership, joint venture, agency, employer/employee or similar relationship between the Company and the Sales Representative.

6.2 The [Applicable Designation] shall be an independent contractor. The [Applicable Designation] shall not be considered an employee of

Company and shall not be entitled to participate in any plan, arrangement or distribution by Company pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to Company's employees.

6.3 The [Applicable Designation] is not authorized to extend any warranty or guarantee or to make representations or claims with respect to Company's services without express written authorization from Company.

## 7. OBLIGATIONS OF THE SALES REPRESENTATIVE

7.1 The [Applicable Designation] covenants and undertakes to promote the sale of Contracts on the basis of the stipulated prices and terms of sale and in accordance with the instructions given by the Company.

7.2 The [Applicable Designation] agrees and undertakes to comply with the instructions of the Company as communicated from time to time, the general directives and the commercial policy of the Company which shall be communicated to the [Applicable Designation] from time to time.

7.3 The [Applicable Designation] shall act independent of the Company and in a completely autonomous manner. The [Applicable Designation] shall not be subordinate to, or employed in any capacity by the Company.

7.4 The [Applicable Designation] shall be required to submit a weekly sales report ("**Weekly Sales Report**") in the prescribed format. The Company may also request the [Applicable Designation] to and the [Applicable Designation] shall provide any documentation as requested by the Company regarding sales.

7.5 The [Applicable Designation] shall notify the Company on a timely basis with regard to the applicable laws, regulations and other provisions

which prescribe norms, standards and specifications that the Contracts are required to comply with.

7.6 The [Applicable Designation] covenants and undertakes to notify the Company in relation to any act of unfair competition or infringement of industrial property rights or intellectual property rights, regarding the Contracts committed by third parties in the Territory and, on request, to provide the Company with assistance for the protection of its rights in the Territory.

## **8. ASSIGNMENT**

The rights and duties of the [Applicable Designation] under this Agreement are personal and may not be assigned or delegated without prior written consent of the Company.

## **9. INDEMNITY**

9.1 The [Applicable Designation] shall indemnify and hold the Company harmless of and from any and all claims or liability arising as a result of negligent, intentional or other acts of the Sales Representative.

9.2 The Company shall indemnify and hold the [Applicable Designation] harmless of and from any and all liability attributable solely to the negligent, intentional or other acts of the Company or its employees.

## **10. DISPUTE RESOLUTION**

10.1 This agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of India.

10.2 Subject to the above, the appropriate courts in Delhi shall have exclusive jurisdiction in relation to any matter arising out of this Implementation Agreement.

**11. NOTICE**

Any notice under this Agreement shall be deemed given on the third business day following the mailing of any such notice, postage paid, to the address set forth above.

**IN WITNESS WHEREOF**, Implementation Partner and Client have executed this Implementation Agreement effective as of the date and year first written above.

**For Company**

(Signature of Authorized Signatory)

Name:

Designation: Head Human Resource

**For** [Applicable Designation]

Name: