

**J R VENTURES FZE LLC
DUBAI, UAE**

**DISTRIBUTOR / AGENT COMMISSION AGREEMENT
(Drafted pursuant to amended agency laws of UAE)**

This commission agreement (the "AGREEMENT") is made between on _____(Day), _____(Month) _____(Date), _____(Year);

I. **M/s. JR Venture FZE LLC** having its office at _____(hereinafter called "Principal") the First Party to the agreement {This expression shall include Directors, Managers, Chairman and any other connected party in relation to the Company}

AND

II. **M/s.** _____, a company existing under UAE laws and having its address at _____(hereinafter called "Agent") the Second Party to the agreement {This expression shall include Directors, Managers, Chairman and any other connected party in relation to the Company}

Whereas;

- "Commission" refers to the amount of money calculated as a certain pre-determined percentage of total amount of selling price of goods as mentioned in this agreement.
- "Commission Agent" refers to an agent who works on commission basis with the principal.
- The terms "Commission Agent", "Selling Agent", "Agent" used hereafter in the agreement shall all refer to the second party as described above.
- The principal is desirous of appointing a commission agent for the sale of products under **FMCG line given product line**
- The Principal and the Commission Agent shall be collectively known as the "Parties" to this agreement.
- Parties have agreed to enter into a formal agreement which shall be in writing.

NOW, THEREFORE, in view of the mutual considerations of the parties, they hereto agree as follows:

**J R VENTURES FZE LLC
DUBAI, UAE**

1. Area of operation:

That the principal hereby appoints the agent to be its commission agent for the sale of the FMCG goods as directed by the former in and around the areas of United Arab Emirates and **the agent will hereby** agrees to act as such sole selling agent in the said area on the terms mentioned hereinafter.

2. Scope of work:

The Agent shall deal into all lines of products covered under the publically known meaning of Fast-Moving Consumer Goods (FMCG) distributed by the Principal as mutually decided upon.

3. Duration:

This Agreement is effective from _____ (day) of _____ (month) _____ (year) and shall remain effective for () year/s during which period, the agent shall not pitch for or act as selling agent for goods of the same kind for any other principal. This Agreement may be extended /renewed automatically unless otherwise informed by either party **as per the sales target**

4. Responsibilities of the Agent:

The agent hereby affirms to fulfill the following responsibilities/duties:

- That the agent shall promote, inform, publicize and secure orders and push the sale of the above-mentioned products 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 the said goods;
- That the agent shall furnish to the principal weekly return of the business secured and the work done, the persons approached and pitched during the previous week and shall forward to the principal not later than two days from the receipt of any orders for the supply of goods as well as all enquiries received in respect of the said goods;
- The agent shall deposit to the principal, all moneys received in advance

**J R VENTURES FZE LLC
DUBAI, UAE**

from the customers and submit an account thereof every Friday to the principal;

- That no representation shall be made on behalf of the principal except as in conformity with the instructions issued from time to time by the principal;
- That the agent shall not directly approach and buy products from the main distributor, eventually bypassing the principal which would violate the terms of this engagement;
- The agent shall not enter into any contract, agreement, memorandum of understanding with the main distributor or any third party which might be conflicting this agreement in terms of business/revenue/cash flow;
- The agent shall represent as the authorized representative of the principal at all times of only negotiations with customers but not promising anything not in line with this agreement;
- The agent shall not mortgage, the goods forwarded by the principal for selling, with any lender;
- The agent shall not set the terms of engagement with the customers as per his/her own will, prior confirmation of principal shall be obtained;
- The agent shall not appoint sub-agent without the prior consent of the principal;
- The Agent shall only market and offer for sale the products within the Territory, as defined in this Agreement;
- Promptly respond to all communications by customers and the principal regarding the products;
- In marketing and offering the Products for sale in the Territory, the Agent shall act with diligence, devoting reasonable time and effort to fulfill the

**J R VENTURES FZE LLC
DUBAI, UAE**

duties described herein.

5. Powers of Agent:

The agent can employ servants, labour, clerks and other employees at his own expense and cost in the business or the commission agency.

6. Liability of Principal:

The principal shall at its discretion, bear all the cost associated with publicity of the products through newspapers, magazines, cinema slides or by any other means in the said territory and shall indicate where feasible the name of the agent as its sole selling agent in the territory indicate above.

7. Exclusivity:

The Agent shall be the exclusive party authorized to market the product within the Territory. The Principal hereby grants to the Agent, for the duration of this Agreement and subject to the limitations stated within this Agreement, a non-exclusive, non-transferable, revocable right to use the Company Trademarks as necessary to market and offer for sale the products within the Territory.

8. Commission/Income:

That the agent shall be paid by the principal a commission of% on all orders and repeat orders received directly or indirectly from the said territory, which shall have been executed or complied with by the principal, such execution or compliance being in the absolute discretion of the principal. The said commission will be payable at the end of every month.

9. Jurisdiction:

This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the and subject to the exclusive jurisdiction of the federal and courts located in UAE.

10. Indemnity to the Agent:

**J R VENTURES FZE LLC
DUBAI, UAE**

In the event of this Agreement being terminated by the principal for any reason other than willful misconduct on the part of the Agent or agent breaching the responsibility, the Agent shall be entitled to be indemnified for all the loss caused to it in any form due to the said act of principal.

11. Indemnity to the Principal:

In the event of this Agreement being terminated by the Agent for any reason other than willful misconduct on the part of Principal, the Principal shall be entitled to be indemnified for all the loss caused to it in any form due to the said act of agent.

12. Resolution of Disputes:

Any disputes or claims which may not be resolved amicably between the parties hereto shall be settled by arbitration in UAE in accordance with the Rule of Arbitration of UAE Trade Acts.

13. Amendments/Updates to this Agreement:

Any amendments/updates to this agreement can be made provided it is made in writing and all the necessary compliance is made in this regard.

IN WITNESS WHEREOF, the parties have given their consent to be executing this agreement by their duly authorized representatives as on the date first mentioned above:

J R Venture FZE LLC.

(Name of Agent).

Name:
Authority:

Name:
Authority:

GROUP