

J R VENTURES FZE LLC
DUBAI, UAE
MANUFACTURER / BRAND COMMISSION AGREEMENT
(Drafted pursuant to amended agency laws of UAE)

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

1. The company JR VENTURES FZE LLC with its registered office in Dubai United Arab Emirates, registered with the FZE Trade License Register under _____, by its legal representatives by Mr Jilesh Ramani, in the position of Managing Directors, as AGENT

2. The office _____ Company in _____ with its _____ registered _____, account no. _____ with _____ and tax code no. _____ represented by _____ in the position of DIRECTOR, _____ citizen, as BENEFICIARY,

Whereas:

- "FMCG" in this agreement refers to the popular/ publicly known meaning of Fast Moving Consumer Goods;
- "Agent" in this agreement refers to the company which is undertaking the responsibility to find sales partner for the FMCG product manufactured/ owned by Beneficiary;
- "Beneficiary" in this agreement refers to manufacturer/ brand owner of the/ brand FMCG Product;
- "Parties" in this agreement refers to Agent as well a Beneficiary mentioned above;
- "Sales Partner" in this agreement refers to Individual/ Firm / Company which is selected to the Agent to sell the FMCG products manufactured/ owned by Beneficiary.

Now whereas the parties to the contract agree as follows:

3. Scope of work

The mandate of the agent is to find a suitable sales partner for the beneficiary, to assist in developing relationship of beneficiary with the sales partner and to mediate the acceptance of the attached firm offer. This offer essentially consists of TRADING of FMCG PRODUCTS.

4. DURATION

This Agreement is made for a term of _____ years from the date of signing and it can be renewed by mutual decision of the parties to the agreement.

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5. AGENT'S OBLIGATIONS

The Agent hereby agrees to oblige on the following:

- To take necessary measures to identify the suitable sales partner for Beneficiary's FMCG Products
- To inform immediately the beneficiary about the sales partner for selected by agent himself to facilitate acceptance of the offer.
- To facilitate the execution of the agreement between the beneficiary and the sales partner
- To bear responsibility for collection of all beneficiaries' stamped and signed documents and delivered it to sales partner correctly and back to beneficiary again
- To provide and promote the interests of BENEFICIARY and to act dutifully and in good faith

The Agent is not responsible for:

- a) Drawing up the framework service agreement to be executed between the beneficiary and the sales partner;
- b) Guaranteeing the fulfilment of the service agreement between the beneficiary and the sales partner;
- c) Guaranteeing the solvability of the sales partner or of the tenderer.

6. BENEFICIARY'S OBLIGATIONS

The beneficiary hereby agrees to oblige on the following:

1. To hand over to the agent, upon signing this agreement, the specific, complete and accurate offer and to declare that it has the capacity to fulfil it fully under terms specified from the beginning by email.
2. To specify the names of the persons/ firm /company not qualified or eligible to act as sales partners who are part of the offer. The list of ineligible sales partner cannot be extended after the submission of the firm offer.
3. To sign for acceptance of the service agreement, if the offer was accepted or at its initial content or at the content negotiated during the discussions.
4. To not enter into any agreement / contract directly with any sales partner/ distributor which is not selected by the Agent in the area covering;
 - AFRICA
 - GCC
 - MIDDLE- EAST
 - EUROPE
 - UNITED STATES OF AMERICA

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- AUSTRALIA
- ASIA

7. Expenses and Remuneration;

The Beneficiary agrees on the following:

- To pay to the agent

Such amount of remuneration as agreed before each transaction, on email, by both parties when the offer is accepted by the sales partner selected by the agent:

OR

-----% of commission on the total sales revenue brought in by the sales partner to the beneficiary:

OR

Such amount of remuneration as agreed before each transaction, on email, by both parties when the offer is accepted by the sales partner indicated by the agent and _____% of commission on the total sales revenue brought in by the sales partner to the beneficiary

- All the expenses relating to marketing and / or promotion of beneficiary's products in and geography shall be either paid directly by the beneficiary or shall be re- imbrued by the beneficiary to the agent, in case , agent is willing to do the same

8. Disputes, Misunderstanding, Claims and Jurisdiction-

- This Agreement shall be governed under relevant UAE laws for Agency Agreements;
- If any misunderstanding develops between the parties to this contract, it will be solved in English language which has priority;
- Any dispute or claim arising out of or in connection with the present agreement, the parties shall approve to resolve such a claim or dispute by means of amicably/mutually conciliation within 60 days after the parties notify each other in writing of the contested claim or dispute.
- The parties may even take the help of Arbitration Council in UAE to settle the dispute
- In the event of fallout between the parties, the dispute shall be resolved by any court UAE.

9. Indemnity:-

The Beneficiary shall indemnify the agent and vice versa in case of breach of any terms of this agreement by the either party to a sum of amount causing loss to the

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victim party.

10. 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 hereby sign this agreement in set of 2 original copies of which one each shall be handed over to 'Agent' as well as 'Beneficiary' on this (Day), (Month) (Date), (Year).

BENEFICIARY,

Account no. _____ With _____ BANK _____

Tax code no. _____

Represented by Mr / Ms. _____

In the position of DIRECTOR, _____ citizen, as BENEFICIARY

AGENT,

JR VENTURES FZE LLC

Dubai United Arab Emirates,

Trade License Register under no. _____

Mr Jilesh Ramani

Managing Directors, as AGENT Representative

GROUP