

MOU FOR BUSINESS PROMOTION / MARKETING

This MOU /Agreement is made by and between,

[Name & address of the company]

a company incorporated under the Indian Law represented hereunder in this MOU by ***(Name of Authorised signatory/Director)***(Hereinafter called “The Principal” which expression shall, where the context so permits, includes its successors-in-interest and assigns) of the one part

And

***Way2Africa Export Consultant
F-201, Tower A1, Kashivishveshwar Complex,
Jetalpur Road, Alkapuri,
Vadodara – 390 007, Gujarat, INDIA***

(Hereinafter called “TheMarketing Company OR Export Consultant” which expression shall, where the context so permits, include its successors-in-interest and assigns) of the other part.

Whereas:

- (A) The Principal is engaged in the business of manufacturing and selling of (***Brief description of the products/services***), wishes to appoint Export Consultant for
1. The Marketing & Sale of its Products and/or Services within the territory i.e. EAST AFRICAN COMESA COUNTRIES (hereinafter called “the territory listed in Schedule B”).
 2. Territorial Local representation
- (B) The Export Consultant are having expertise in conducting the above businesses and have the necessary experience & expertise to undertake such appointment upon the terms, conditions and stipulations hereinafter set forth:

NOW THERE, IT IS AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. PREAMBLE

The above preamble, together with the attached Schedule-A & B shall constitute an integral part of its Agreement.

2. APPOINTMENT AND DURATION

The Principal hereby appoints the Export Consultant, and the Export Consultant hereby accepts such appointment, as its sole & exclusive Export Consultant for the business of all the Principal’s products as specified in Schedule-A (hereinafter called “the Products”) within the territory as well as other products and/or services as may be viable for the Export Consultant.

The Appointment shall be effective from the date of signing of this agreement by both the parties and shall remain in force for a period of 2 years (24 months) from such date and shall continue thereafter under the same terms and conditions unless and until terminated by either party giving the other not less than 3 (three) month’s written notice prior to the expiration of the initial contractual period or any renewed one.

3. THE EXPORT CONSULTANT’S OBLIGATIONS

3.1 The Export Consultant shall act for and on behalf of the Principal and within the territory & for the businesses agreed upon, and will use his best endeavour to promote to optimize the business profitability and use of the products specified & secure orders in Principal’s name wherever possible.

- 3.2 The Export Consultant shall also be liable to bring in new product / services representations by using its own expertise & contacts, which will add to the product/service line of the Assigned territory or any new territory as mutually agreed upon from time to time based on written and mutual confirmation of the Principal.
- 3.3 The Export Consultant shall facilitate & perform the following functions:
- I. Market & arrange sale of the agreed products within the assigned territory
 - II. Setting up the infrastructure & office including work-force as needed for the said activity.
 - III. Facilitate to Conduct all the necessary business operations viz. marketing, sales, BD, local representation, etc. Wherever needed provide assistance logistics & supply management.
 - IV. Assist in Payment collection & contract administration
 - V. Facilitation of Fulfillment of contractual statutory obligations, Legal compliance & obtaining necessary licenses, permits etc.
 - VI. As & when needed, Maintaining accounting statements with necessary supporting as per standard accounting practices

4.0 THE PRINCIPAL OEM'S OBLIGATIONS

- 4.1 The Principal OEM undertakes to :

- I. From the day of this MOU coming in force, Forward all the future enquiries / tenders after the agreement effective date to the Export Consultant arising from the contracted territory
- II. Support the Export Consultant for all the pre-order activities as needed technically as well as commercially.
- III. Engineer, Manufacture, test, supply & commission the product / Engg. & consultancy service covered under this agreement on **their quoted Sale price basis** including value addition/agency commission of the Export Consultant.
- IV. Perform all the contractual obligations & Bear all financial liabilities pertaining to the contract/order /project to be executed for the respective order.
- V. Authorize the Export Consultant to make all/any business decisions/agreements & use its credentials as & when required for the prescribed Sale.
- VI. Provide All necessary marketing documents, technical inputs, trainings & information as required.
- VII. Any other technical and/or financial support as & when required as mutually agreed.
- VIII. Assume all responsibilities w.r.t. to techno-commercial compliance & fulfillment of the contractual obligations as per contract without any recourse to Export consultant

5 AGENCY COMMISSION OF EXPORT CONSULTANT

Standard Order value based commission for orders directly placed on The Principal :

Unless otherwise agreed up on in any specific case, the standard commission will be as follows:

i) **5% (Five Percent) of the Net Order Value (Net of taxes)**

The above sales commission shall be payable to the Export Consultant by the Principal whose payment terms will be back to back as per the main order payment terms.

6 CONDITIONS FOR TERMINATION

6.1 It is believed that both parties shall perform their respective duties in Fair practice & in transparent manner to protect the interest of all the entities involved. Any difference in opinion or disputes if any should be resolved by Mutual understanding. However Either party shall have the right to terminate this Agreement if the other party commits a breach of the terms of this Agreement and such breach if capable of remedy, is not remedied within 3 (three) months of written notice given by the other party.

6.2 Either party shall also have the right to terminate this Agreement by written notice in the event of insolvency, bankruptcy or liquidation of the Principal OEM or non-compliance of the respective liabilities.

6.3 In case of an attempt to deal direct in our agreed territory with our marketed clients, the Export consultant shall have the right to terminate this agreement & claim suitable monetary loss from the Principal OEM.

6.4 If an Any deliberate acts of misconduct against business interest if carried out by either party.

6.5 The Export Consultant shall not be held responsible for any liabilities that may arise out of dealings made by the Principal OEM directly or indirectly prior to signing of this Agreement and any liabilities pertaining to the same shall be the Principal OEM's sole responsibility.

6.6 The Export Consultant shall be entitled to the agency commission from the assigned territory & clients introduced by the Export Consultant even if the order originates after the MOU expiry upto a period of 1 year from date of termination.

06. CONFIDENTIALITY

Neither of the parties hereto shall disclose to any third party any information acquired from the other under this Agreement.

07. CONTRACTUAL LIABILITIES

Both the parties shall continue to perform their respective liabilities for all the contracts signed within the agreement validity throughout the entire duration of the contract (even if completion date is beyond the agreement validity) without any recourse on eachother)

08. GOVERNING LAW

This Agreement shall in all respects be governed by and interpreted in accordance with the laws of India.

09. JURISDICTION

The Indian Courts at Baroda shall resolve any dispute arising out of / or in connection with this Agreement or breach thereof.

10. SETTLEMENTS OF DISPUTES

a. ARBITRATION

- i. The Parties hereto shall attempt to resolve all differences and disputes first through mutual discussions and in keeping with the spirit of this Agreement. In the event that the Parties hereto are unable to settle the dispute or difference or fail to negotiate their differences whether relating to the interpretation, meaning, validity, existence or breach of this agreement or any clause herein within 30 days of dispute, either party may, by giving a notice to the other Party, be entitled to invoke the arbitration provisions of this Agreement.
- ii. The reference shall be to a sole arbitrator to be appointed by the Parties with mutual agreement.
- iii. The notice should accurately set out the disputes between the Parties, the intention of the aggrieved Party to refer such disputes to arbitration as provided herein and the name of. The person it seeks to appoint as an arbitrator the sole arbitrator shall be appointed within 60 (sixty) days from the date of first notice by either Party in this regard. All notices by one Party to the other in connection with the arbitration shall be in writing.
- iv. The Arbitrator shall hold the sittings at Baroda and will be conducted in English/Gujarati Language only.

The arbitration shall be conducted according to the provisions of the prevalent Arbitration and Conciliation Act, or any statutory modification or re-enactment thereof. Notwithstanding any reference to the arbitration hereinabove, The parties shall continue to perform their respective obligations under the Agreement unless such obligations forms a part of the dispute / arbitration.

11. ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the Principal OEM and the Export Consultant with respect to the sale of the Products in the Territory.

The parties hereto shall not be bound by or be liable for any statement, representation, promise or understanding of any kind or nature not set forth herein. No amendments to this Agreement shall be valid unless formally agreed to in writing and signed by both parties.

Any changes / modifications if so sought must be with mutual consent of all the Directors of the Exporting / Marketing Company only & same shall be properly documented & incorporated in the new understanding duly written & signed by all the Directors.

Notwithstanding anything above, any previous agreements / proposals agreed upon between The Principal & Export Consultant shall continue to prevail unless any of its conditions specifically modified in this agreement.

IN WITNESS WHEREOF, this Agreement has been signed in two originals by the parties hereto on this day the _____ 2017.

Signed for and on behalf of the Principal OEM –

Signature

Name

(Authorised Signatory)

Designation

Signed for and on behalf of the **Way2Africa Export consultant**

Signature

Name KEYUR SHAH

(Authorised Signatory)

Designation

(*Proprietor*)

SCHEDULE – A

The terms “Products and / or services” (of the Principal OEM to be represented by the Export consultant in the assigned territory), wherever used herein means the following.

SCHEDULE – B

The term “Territory” when used herein means the below listed **COMESA** countries of **East Africa or any other territory that may be added from time to time.**

- 1) Kenya**
- 2) Uganda**
- 3) Tanzania**
- 4) Rwanda**
- 5) Angola**
- 6) Burundi**
- 7) South Sudan**