

CONSULTANCY AND SERVICE AGREEMENT

This Buying Agency Consultancy and Service Agreement (the “**Agreement**”) is made on this XXXXXXXX, by and between:

XXXXX XXXXX LLC, a company organized and existing under the laws of XXXXXXXX USA having its registered office at ADDRESS AND ZIP CODE hereinafter called “**BUYER**” (which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns) of the **FIRST PART**;

AND

XXXXXXXXXX, a company organized and existing under the laws of India having its corporate office at XXXXXXXXXXXXXXXXXXXX hereinafter called “**SERVICE PROVIDER**” (which expression shall, unless repugnant to the subject or context, be deemed to include its successors and permitted assigns) of the **SECOND PART**.

Each of BUYER and AGENT are hereinafter, individually referred to as a “**Party**” and collectively the “**Parties**”.

WHEREAS, THE PARTIES DO HEREBY AGREE, AS FOLLOWS:

1. **APPOINTMENT:**

1.1. BUYER appoints SERVICE PROVIDER as its exclusive Service Consultant/ Buying Agent for:

- (a) Consulting the Buyer and his team in Indian Subcontinent.
- (b) Assisting the Buying Team in Sourcing Lifestyle Products and Other merchandises as requested from time to time.
- (c) Consulting on Business Opportunities as needed and agreed by the Parties mutually; and
- (d) Assisting BUYER on Principal to Principal basis between the BUYER and Exporter/ Seller.

1.2. The Service Provider accepts its appointment as Service Consultant/ Buying Agent on Terms and Conditions set out in this Agreement.

2. **SERVICES**

SERVICE PROVIDER will perform the services set out in **Schedule I** for the BUYER.

It is also decided between the parties that Buyer may request the Consultant to issue Purchase Order to the Manufacturers/ Sellers. But this role of issuing Purchase Orders does

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not come under the contractual obligation of the Consultant. It may or may not be done by the Consultant.

Any changes in the Purchase Orders need to be confirmed and received in writing between the Consultants and the Buyer.

3. PAYMENTS TO SERVICE PROVIDER

(a) For performance of Services as a Service Consultant / Buying Agent, the Buyer shall pay to the SP/ AGENT, the agreed Fees as described below:

- Annual Retainer fee = 300 usd
- Plus, 6% (SIX PERCENT) of the F.O.B. value of the goods bought by the Buyer for Services rendered to him and his team.

BUYER and SERVICE PROVIDER may also agree to different structure for the Fees in certain cases as long as they are confirmed by both parties in writing.

(b) The currency of payments by BUYER for invoices under this Agreement will be US DOLLARS or as mutually agreed to in writing at any future date by both parties. SERVICE PROVIDER shall send invoices for their remuneration directly to BUYER. Supporting details to the calculations may or may not be sent along with the Invoice as the case may be.

(c) All the invoices raised by the SERVICE PROVIDER in the previous month will be settled and paid within 15 days of the succeeding month by the BUYER by means of a wire transfer to SERVICE PROVIDER's designated bank account.

4. TERM

4.1. This Agreement will be in effect until: (a) cancelled by either Party upon written notification thereof to the other Party, at least 180 (one hundred and eighty) days prior to the date of such cancellation ("**Termination Notice**"); or (b) a Party fails to cure a breach of this Agreement by it within 90 (ninety) days of being requested, in writing, by the non-defaulting Party to cure such breach ("**Default Notice**").

4.2. The service of Termination Notice or Default Notice shall not relieve the Parties from fulfilling all outstanding obligations incurred under this Agreement prior to the date of termination of this Agreement as contemplated in Clause 4.1 above.

4.3. Buyer and Buyers Associated Companies shall have to restrain for a period of One Year from the date of Termination prior to dealing with any or all Exporters / Sellers that have been introduced by Service Provider/ Buying Agent in connection with business. In case a breach of agreement is established against the buyer then the liability to pay Service fees in addition to a penalty of 6% shall apply. Legal expenses incurred if any in proving the same will be chargeable to buyer's account.

5. Loyalty Towards Each Other

Both parties expressly agree that during the term as laid under this contract hereof:

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5.1 That they will not be interested, directly or indirectly, in any form, fashion, or manner, for sharing of information with third party.

5.2 That they will maintain a transparent and open channel of communication in sharing market news and safeguarding each other from possible adversaries in business.

5.3 That the First Party assures the Second Party of exclusive and inclusive share in its buying plans from the region as stipulated in this contract.

5.4 That at no point will the contract limits or constrains the right of Second Party from engaging in a consulting job of similar fashion, nature with any other Client /Party as long as the confidentiality of this agreement is kept intact.

6. **Nondisclosure Of Information Concerning Business** – Both Parties will not at any given time, in any fashion, form, or manner, either directly or indirectly divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning a matters affecting or relating to the business, including, without limitation, the names of any its customers, the prices it obtains or has obtained, or at which it sells or has sold its products, or any other information concerning the business and conducted, its manner of operation, or its plans, processes, or other date of any kind, nature, or description with regard to whether any or all of the foregoing matters would be deemed confidential, materiel, or important. The parties hereby stipulate that, as between them, the foregoing matters are important, material, and confidential, and gravely affect the effective and successful conduct of the business of Company, and its good will, and that any breach of the terms of this section is a material breach of this agreement.

7. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by the laws of -- India and any if any dispute arises shall be subject to the jurisdiction of the courts at Faridabad, HY India Only.

8. **NOTICES**

8.1. Any notice or other communication to be given under this Agreement shall be in writing and may be delivered in person or by email to the relevant Party as follows:

To BUYER

Attn: _____
Email: _____

To SERVICE PROVIDER

Attn: _____
Email: _____

OR at such other address or fax number as it may notify to the other Party, by giving not less than 10 (ten) business day's prior written notice to the other Party.

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9. **AMENDMENT**

This Agreement cannot be supplemented, amended, or, modified except by prior written agreement between the Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first above written.

SIGNED & DELIVERED for and on
behalf of BUYER / Authorized Signatory by

1. 2.

SIGNED & DELIVERED for and on
behalf of SERVICE PROVIDER by

.....

Manager Authorized Signatory

Schedule 1:– as attached below

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SCHEDULE I

1. **A SERVICE PROVIDER under this Agreement will perform the following Listed Services**
 - a. Assist in Product Design.
 - b. Consult and Assist in Market Research.
 - c. Assist in Product Sourcing including Order Management and Quality Assurance from Suppliers / Exporters located in Indian Sub-Continent and from any other country as mutually decided between the BUYER and the SERVICE PROVIDER.
 - d. Consultation for product development.
 - e. Assist in Negotiating prices.
 - f. Advise on Production.
 - g. Review quality of products based on BUYER's requirements.
 - h. Help in setting up quality standards based on BUYER's needs.
 - i. Review and monitor factory compliances on behalf of BUYERS's Social and Technical Compliance requirements.
 - j. Assist in consolidation of goods and shipping Assist in Domestic Travel planning and coordination. All expenses in Travel are chargeable to the buyers account.
 - k. Relationship Management with all Exporters / Sellers.
 - l. Assist in Resolving Issues related to Quality/ Delivery delays / Claims

2. **For an Additional Cost Chargeable Monthly on each of the Services Jointly and Separately as listed below:**
 - a. Other such Services as requested by the BUYER from time to time as may be required to facilitate their work in India.
 - b. Website Management including SEO / SMO
 - c. Google Campaigns
 - d. Promotional Literature and Graphic designing
 - e. Photo Editing
 - f. Inventory Data Management and other related activities
 - g. Payroll Management

~The End~