

Distributor Agreement

This **Distributor Agreement** (the "Agreement") is made and entered into as of this ____ day of _____, 202_ by and between:

AGREX, a trusted leader in agricultural solutions, having its principal office at 5th Floor, Central Discovery Centre (CDC Building) Opposite Central Office, Banaras Hindu University, Varanasi - 221005. Uttar Pradesh, India, and

_____, a business entity engaged in the distribution of products and services, with its principal office at _____ (hereinafter referred to as the "Distributor").

WHEREAS, the Company is engaged in providing high-quality agricultural products and services designed to enhance farming efficiency and productivity;

WHEREAS, the Distributor is desirous of promoting and distributing the Company's products and services within the agreed-upon territory;

NOW, THEREFORE, in consideration of mutual commitments made in this agreement, both parties agree to the following terms:

1. Appointment of Distributor

The Company appoints the Distributor as an authorized distributor for the sale and promotion of its products and services in the designated region of Varanasi. The Distributor is granted rights to operate under this agreement, ensuring proper market representation for Agrex.

2. Products and Exclusivity

Products Supplied: Agrex will supply high-quality farming products and services to the Distributor, including seeds, fertilizers, and farming equipment.

Any product and services that the Company will supply to the Distributor:

Exclusivity Clause: The Distributor agrees not to source or offer that particular products and services from any other company or provider.

3. Distributor Responsibilities

The Distributor agrees to:

a) **Promote the Company:** Actively market and promote Agrex's brand and products through local vendors.

b) **Vendor Upliftment:** Work to uplift vendors in the region by encouraging them to adopt Agrex products and services for better farming and business practices.

c) **Vendor Training:** Educate and support vendors and farmers about the benefits of Agrex's products to enhance agricultural practices.

d) Ensure compliance with all relevant laws and regulations.

e) **Risk of Loss:** Handle any loss or damage to the products once they have been delivered by the Company.

e) **Performance Reporting:** Submit monthly sales and distribution performance reports to Agrex for evaluation.

4. Company Responsibilities

The Company agrees to:

- a) **Product Supply:** Deliver products and services as per orders placed by the Distributor on time and in good condition.
- b) **Support Services:** Provide marketing materials, product demonstrations, and training for effective promotion.
- c) **Technical Assistance:** Offer ongoing technical support to address product-related queries or challenges faced by the Distributor.
- d) **Exclusive Rights Protection:** Ensure the Distributor's exclusive rights in the assigned region are not compromised.

5. Legal Jurisdiction Any legal disputes, claims, or formalities will be resolved in the courts located in local judicial adjudication of company headquarter, which shall have exclusive jurisdiction over such matters.

6. Liability and Responsibility

The Distributor agrees to take full responsibility for any claims, damages, or losses that may arise from their activities under this Agreement. The Company shall not be held liable for any actions or negligence on the part of the Distributor.

7. Entire Agreement

This Agreement is the complete understanding between the Company and the Distributor.

Acknowledgment and Acceptance

By signing this agreement, both Agrex and the Distributor acknowledge they have read, understood, and agreed to its terms and conditions.

For Company

Name: AGREX FARMING LLP

Signature: _____

Date: _____

For Distributor

Name: _____

Signature: _____

Date: _____

Place: _____

