

## Independent Agent Agreement

GPEL/IAA/\_\_\_\_2017

Date:

**Definition of Independent Agent:** An Independent Agent (Freelancer) is one who sells our range of product/Projects for Solar/LED and Electronic Allied Power product. An independent agent can get commissions based on the product/project Cost, but cannot be considered an employee of Green Pearl Electronics Pvt Ltd.,

### Nature of Duties:

- Develop base for long-term sources of clients by using referrals, occupational, and special-interest groups to compile lists of prospects.
- Approach potential clients by utilizing mailings and phone solicitation; making presentations to groups at company-sponsored gatherings; speaking publicly to community groups on the subject of financial well-being.
- They need not have an exclusive office or business setup to be our Independent Agent but they should not deal with any other related product company after becoming our Independent Agent.

### The following category of persons can be appointed as Independent Agents:

Retired Officers from Government & Private | Electrical Contractors | Insurance Agents | Bank Agents | Electrical hardware shop owners | Engineers | Gas distribution Oil Dealers | Interior designers | Prefabricated Steel Builders | Real estate promoters & brokers | NGOs and any other prospective Freelancers

Dear Sir/Madam,

**Sub: Appointment as our Independent Agent in \_\_\_\_\_**

**Ref: Independent Agent Code No: TN/2017/\_\_\_\_\_**

On behalf of Green Pearl Electronics Pvt Ltd., we are very happy to appoint you as our Independent Agent to sell our Solar/LED and Electronic Allied Power products/Projects at \_\_\_\_\_ Chennai with effect from \_\_\_\_\_ on the following terms and conditions:-

### **I. Sales Promotion Activities**

- 1) Independent Agent must work and popularize the brand of our entire products in his area as per the guidance / training given by the company.
- 2) Independent Agent would be the face of the company but not an employee. Green Pearl Electronics Pvt Ltd., will not pay towards his employment. He can get honorarium based on the commission the product/project Cost. This will be mutually agreed between the Independent Agent and Green Pearl Electronics Pvt Ltd.
- 3) Independent Agent should familiarize products & be well equipped to handle customer need.
- 4) Independent Agent is responsible for conduct of regular promotion activities at Rotary & Lions clubs of his location which would help him to cater to the right target segment of customer profile for promoting Solar/LED/ Electronic Allied Appliance Products & Projects.
- 5) During the first 3 months of operation, the Independent Agent must meet every month Architects/ Builders / Interior Designers / Electricians / New House construction owners / any others as deemed fit and Green Pearl Electronics Pvt Limited will depute their executives and product demo's if required to explain and help Independent Agent to convert enquiry to order.
- 6) Independent Agent must keep aside sufficient budget every month from the sales made, to meet out expenses incurred in his area for sales promotion.
- 7) Independent Agent must work to promote & popularize Green Pearl Electronics Pvt Ltd., products in his location as per the guidance provided by Green Pearl Electronics Pvt Ltd. within the policy framework of the company.
- 8) All promotional / Advertisement contents & literature should contain the brand Green Pearl Electronics Pvt Ltd., with Logo prominently. All expenses towards this will be borne by the Independent Agent directly. All publicity materials such as letterhead / visiting cards / Leaflets/advertisements / banner prepared by the Distributor must have the approval of Green Pearl Electronics Pvt Ltd., before such printing or release.

### **III. Operation Details**

- 1) Independent Agent will be having no restriction on area / geography / territory at the given Location & be allowed to source customers for Green Pearl Electronics Pvt Ltd., range of products from domestic to Industrial to Institutional segments.
- 2) Independent Agent cannot appoint any sub Agent under him, within his allotted area, to secure orders on his behalf without official confirmation from Green Pearl Electronics Pvt Limited.

- 3) Independent Agent should always advise the company for new avenues to increase the business in his area.
- 4) Independent Agent or his Representative will be trained on product knowledge /Marketing.
- 5) Independent Agent is advised not to deal with any other competitor's product to avoid confusion in the market even if the same products are not made by Green Pearl Electronics Pvt Ltd. Deviation in this regard will immediately result in forfeiture of the appointment without any notice.

#### IV. **Binding Financial Terms**

- 1) Commission will vary based on the Project Cost/Product Volume, from time to time.
- 2) All payments are to be collected in the name of M/s. Green Pearl Electronics Pvt Limited., through Cheque/ Demand Draft or can be transferred through NEFT/RTGS. **No Cash** shall be collected by the Independent Agent from the customers.
- 3) As normal terms of payment, Green Pearl Electronics Pvt Limited will expect a purchase order along with the payment of 50% of the product value from any customer sourced through the Independent Agent as advance & no oral orders will be entertained at any cost.
- 4) Remaining payment of 50% to be made before the dispatch of the product from Green Pearl Electronics Pvt Limited., post which dispatch & installation would be made by the company. There will be no credit offered for sale at all.

#### V. **Next Step**

- 1) On mutual consent between Green Pearl Electronics Pvt Limited & Independent Agent and based on the review at the end of the trial period, which will be three months from the date of the agreement, the Independent Agency can be moved to the next phase, viz.,
  - a) Independent Agent can become a Dealer for his area of operation & start taking stocks to build inventory as per his plan & requirements of products from Green Pearl Electronics Pvt Limited & start billing directly on customers & carry out the installation from his agency directly.
  - b) In case he requires billing & installation support from Green Pearl Electronics Pvt Limited for an extended period of time, he can continue an Independent Agent as per the initial phase of the first 6 months of the contract.
  - c) Independent Agent who has done the complete study of the product & market as agreed in the first 6 months and able to put in efforts., but still not able to convert the business as expected will be given a chance to shake hands and exit smoothly from the business relationship as an Independent Agent at the end of trial period.

- 2) Independent Agent must explain clearly the product and it's functioning to the customers & any rejection / disapproval by customer after the supply and installation will be under sole responsibility of the Independent Agent and Green Pearl Electronics Pvt Limited is not liable for any such loss or damage caused and will not take return of the goods once sold.
- 3) At the end of the said period, Green Pearl Electronics Pvt Limited & Independent Agent will mutually review the status to understand the learning & performance.
- 4) Independent Agent should submit Monthly Sales Statement along with the business development activities report to the company. These reports will help Green Pearl Electronics Pvt Limited to promote the business activities in his area.

**VI. At the time of signing of the Agreement:**

- 1) As agreed mutually, First 6 months will be treated as a trial period & Independent Agent would be given an opportunity to learn and develop the business. However, if he is unable to show progress, as expected, and is willing to exit Agreement.
- 2) If the Independent Agent breaches any of the clauses of the agreement the contract will be terminated forthwith.

**VII. Support by Green Pearl Electronics Pvt Limited**

- 1) Green Pearl Electronics Pvt Ltd will provide during first 3 months support in terms of Training /Billing / Installation as a study period, which can be extended if required based on mutual consent.
- 2) In case of any corporate order, Green Pearl Electronics Pvt Ltd will send its seniors to clinch the deal or to make a faster action and Independent Agent will be paid his overriding commission depending on the value of the order.
- 3) Installation support would be provided by Green Pearl Electronics Pvt Ltd for any application based product.
- 4) Service support will be taken care of by Green Pearl Electronics Pvt Ltd for the products sold in these locations.

**VIII. Others**

- 1) Green Pearl Electronics Pvt Limited is at liberty to make any change in the Independent Agent's area of operation for better business prospects and to improve the business in the market.
- 2) Green Pearl Electronics Pvt Limited is also at liberty to appoint more than one Independent Agent in a city depending upon the market demand and business prospects.
- 3) Independent Agent is bound to deal only with Green Pearl Electronics Pvt Limited for Solar/LED/ Electronic Allied Appliance Products & Project business and would not be allowed to promote or sell any other brand in respect of solar products. Green Pearl Electronics Pvt Limited will have the authority of cancelling the Agency

if Independent Agent is found to be engaged in any unethical business practices or selling or promoting other brand solar products (either directly or indirectly). In such case no notice is required to be issued and failure to comply with this condition will result in termination of his appointment immediately and all his deposits will be forfeited without any notice.

- 4) It will be the primary responsibility of Green Pearl Electronics Pvt Ltd., and the Independent Agent to handle / address any repair & replacement of product in case of necessity, to the satisfaction of customers.
- 5) Any disputes arising between the Independent Agent and the company will be resolved by the Business Head of M/s. Green Pearl Electronics Pvt Ltd., Chennai whose decision will be final and binding on both the parties and the same will not be contested in any court of law/or subject to arbitration.
- 6) This appointment is only for the First Trial Period of 3 Months and can be renewed and extended for a further period on mutual consent.
- 7) This agreement can be terminated without notice for any reasons as per the Termination condition.
- 8) The Independent Agent shall at all times, during the continuance of this Agreement offer for sale and sell the products of the Company and according to the specifications supplied by the Independent Agent from time to time, either generally or in any particular case, and shall not make representation or give any warranty in respect of the products other than those contained in the Company's conditions of sale as prevalent and operating at the time of the offering for sale or the sale. The Independent Agent shall keep the Company indemnified against the losses, damages or claims that may arise out of any unauthorized representations made by the Independent Agent. The Company shall not be responsible for any acts of commission or omission by the Independent Agent, his employees or representatives.

Kindly sign the duplicate copy of this agreement as a token of your acceptance.

We take pleasure in welcoming you to the family of Green Pearl Electronics Pvt Ltd., and wish you all the best in your future business dealings with Green Pearl Electronics Pvt Ltd.

Thanking you and assuring you our best of services at all times,

Yours sincerely,  
for **Green Pearl Electronics Pvt Ltd.,**

**Authorized Signature**