

APPOINTMENT OF A DISTRIBUTOR FOR CONSUMER PRODUCTS

THIS AGREEMENT is made at _____ on the _____ day of _____ in the Christian year Two Thousand ____ **BETWEEN RIRO FOODS AND ICE CREAMS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956/2013, having its registered office at _____, hereinafter referred to as **“THE COMPANY”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART; AND ABC**, hereinafter referred to as **“THE DISTRIBUTOR”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors and administrators) of the **OTHER PART:**

WHEREAS: -

- (a) The Company is the exclusive Marketing Agent in India of **“BOOGIE WOOGIE ICE CREAMS”** and other milk and dairy products (hereinafter referred to as the **“said goods”**) and is duly authorized to appoint within the said territory of India distributors for all products manufactured under the above brand/trade name/mark.

- (b) The Distributor is desirous of being appointed as the Distributor for the said goods in the territory of _____ (hereinafter referred to as the “**said territory**”) on the terms and conditions appearing hereinafter.

NOW THIS DEED WITNESSETH AS UNDER:

1. The Distributor is hereby appointed as the distributor of the Company for the said territory of _____ for sale of the said goods on the terms and subject to the conditions as set out below.
2. For the due performance of this agreement, the Distributor shall deposit an interest free Security Deposit of Rs. _____/- (Rupees _____ only) with the Company. The Company shall be at full liberty to increase the amount of the said security deposit at any time hereafter and the said increased deposit shall accordingly be deposited by the Distributor with the Company, without raising any objections, within a period of one (1) month from the date of the Company making such demand for the same. On determination of this agreement, as hereinafter provided, the Company shall refund the said deposit to the distributor without interest after deduction of the amounts payable as hereinafter mentioned, if any, by the Distributor to the Company under these presents.

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