**This Trade Agreement ("Agreement") is made and entered into on this [Date], by and between:**

**Manufacturer**:

* Name: [Manufacturer's Name]
* Address: [Manufacturer's Address]
* Contact Person: [Contact Person's Name and Title]
* Email: [Manufacturer's Email]
* Phone: [Manufacturer's Phone Number]

**JB Experts**:

* Name: JB Experts
* Address: WeWork Salarpuria Symbiosis, Venugopal Reddy Layout, Arekere, Bangalore, Karnataka 560076
* Contact Person: Rohit Desai, Co-Founder
* Email: info@jbexperts.com
* Phone: +91-9538888656

**Recitals:**

1. The Manufacturer is engaged in the production of [products].
2. JB Experts specializes in acquiring international buyers and managing sales, marketing, and negotiations for export-import businesses.

**Definitions:**

1. **"Buyer"**: Any international entity or individual that purchases products from the Manufacturer.
2. **"Commission"**: The agreed-upon percentage of profits payable to JB Experts.
3. **"Profit Sharing"**: The division of profits between the Manufacturer and JB Experts.
4. **"Confidential Information"**: All information disclosed by one party to the other, which is designated as confidential.

**Agreement:**

1. **Responsibilities of JB Experts**:
   1. Collect data and manage sales and marketing activities to secure international buyers for the Manufacturer.
   2. Negotiate agreements, payment terms, and other conditions with buyers on behalf of the Manufacturer.
   3. Handle all communication and negotiations with buyers, ensuring alignment with the Manufacturer’s standards and requirements.
   4. Provide regular updates and reports on sales activities and buyer interactions.
2. **Responsibilities of the Manufacturer**:
   1. Manufacture and maintain the quality standards as promised to the buyers.
   2. Pack and ship the products from the factory to the client.
   3. Ensure all products meet the quality of the samples provided. Any discrepancy will result in the rejection of the order and refund to the buyer.
   4. Receive payments from buyers directly into the Manufacturer's account.
   5. Pay JB Experts the agreed commission within 7 days of receiving the full payment from the buyer.
   6. Maintain appropriate insurance coverage for product liability and other relevant risks.
   7. Allow JB Experts to inspect production facilities and processes to ensure compliance with quality standards.
   8. Procure any additional certifications required, as advised by JB Experts, at their own cost.
3. **Profit Sharing**:
   1. For the initial three months, profit sharing will be 50% for JB Experts and 50% for the Manufacturer.
   2. After three months, profit-sharing margins will be renegotiated to ensure a win-win situation for both parties.
4. **Exclusivity and Communication**:
   1. The Manufacturer grants JB Experts exclusive rights to manage all export transactions.
   2. Any leads generated by JB Experts or the Manufacturer must be routed through JB Experts.
   3. The Manufacturer is prohibited from communicating with buyers without written permission from JB Experts.
   4. All communication protocols and regular meeting schedules must be adhered to as agreed by both parties.
5. **Samples and Quality Assurance**:
   1. The Manufacturer must ensure that the quality of the exported products matches the samples provided.
   2. If any discrepancies or quality issues are found, the Manufacturer is responsible for refunding the buyer and paying the full commission agreed upon to JB Experts.
   3. The Manufacturer must adhere to all specified quality control and inspection processes.
6. **Payment and Commission**:
   1. Payment terms, logistics, and Incoterms will be mutually agreed upon by JB Experts and the Manufacturer before communicating to the buyer.
   2. The Manufacturer must transfer JB Experts' commission within 7 days of receiving full payment from the buyer.
   3. If the Manufacturer fails to pay the commission within the stipulated time, an interest rate of 24% per annum will be applied to the outstanding amount.
   4. JB Experts has the right to audit the Manufacturer’s records related to transactions with buyers to ensure compliance. Audits may be conducted quarterly and must be arranged with at least 14 days notice.
7. **Confidentiality**:
   1. Both parties agree to keep all confidential information related to this Agreement and the transactions herein strictly confidential. Confidential Information includes, but is not limited to, business plans, financial data, customer lists, and proprietary product information.
   2. The confidentiality obligation shall survive the termination of this Agreement. Any breach of confidentiality will result in immediate termination of the Agreement and potential legal action.
8. **Intellectual Property**:
   1. Any intellectual property developed jointly or individually during the term of this Agreement will remain the property of the respective party.
9. **Jurisdiction and Governing Law**:
   1. Any legal issues or disputes arising from this Agreement will be subject to the jurisdiction of the courts in Bangalore, Karnataka, India.
   2. This Agreement shall be governed by and construed in accordance with the laws of India.
10. **Dispute Resolution**:
    1. Any disputes arising out of or in connection with this Agreement shall be resolved through mediation. If mediation fails, the dispute shall be settled by arbitration in Bangalore, Karnataka, India, under the rules of the Indian Arbitration and Conciliation Act.
11. **Force Majeure**:
    1. Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure results from circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, or government regulations.
    2. The affected party shall notify the other party as soon as possible, specifying the nature and expected duration of the force majeure event.
12. **Amendments**:
    1. Any amendments or modifications to this Agreement must be in writing and signed by both parties.
13. **Termination**:
    1. If the business relationship does not work out, either party may terminate this Agreement with 90 days written notice.
    2. The Manufacturer cannot deal with the buyers generated by JB Experts for the next five years, including through proxy companies, sub-dealers, or distributors. If the Manufacturer violates this clause, 100% of the turnover value from such dealings will be transferred to JB Experts.
    3. Upon termination, the Manufacturer must adhere to all non-solicitation and exclusivity clauses for the stipulated duration. Specific steps and responsibilities upon termination include a final audit, settlement of outstanding payments, and return of confidential information.
14. **Indemnification**:
    1. Each party agrees to indemnify and hold harmless the other party from any claims, damages, or expenses arising from any breach of this Agreement or negligence in performing their obligations.
15. **Notices**:
    1. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, by email, or by registered mail to the addresses specified above.
16. **Performance Metrics and Reporting**:
    1. Both parties agree to track and report on key performance indicators (KPIs) related to sales, quality, and delivery. Regular performance reviews will be conducted monthly to ensure compliance with the Agreement.
17. **Insurance Requirements**:
    1. The Manufacturer shall maintain insurance coverage for product liability, property damage, and other relevant risks in amounts satisfactory to JB Experts. Proof of insurance must be provided upon request.
18. **Miscellaneous**:
    1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.
    2. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**Signatures**:

*Manufacturer:*

[Manufacturer's Name]  
[Title]  
[Date]

*JB Experts:*

Rohit Desai  
Co-Founder  
[Date]

The final agreement should be printed on ₹200 bond paper to comply with legal requirements for stamp duty.

List of Documents Required from the Manufacturer

**Company Registration Documents**:

* Certificate of Incorporation
* Memorandum of Association (MOA) and Articles of Association (AOA)

**Tax Registration Certificates**:

* GST Registration Certificate
* PAN Card of the Company

**Proof of Business Address**:

* Utility Bill or Lease Agreement for the business premises

**Director Identification and Authorization**:

* ID Proof of Directors (Aadhar Card, Passport, etc.)
* Board Resolution authorizing the agreement with JB Experts

**Product-Related Documents**:

* List of products with detailed specifications and descriptions
* Quality assurance certificates and testing reports

**Export-Import Licenses**:

* Importer Exporter Code (IEC) Certificate
* Any other relevant licenses or permits required for international trade

**Compliance and Certification Documents**:

* ISO or other relevant quality certifications
* Any other industry-specific certifications or standards compliance documents

**Bank Details and Authorization**:

* Bank account details for receiving payments from buyers
* Authorization letter for the bank to share transaction details with JB Experts

**Contact Information**:

* Contact details of key personnel involved in the production, quality control, and shipping process