

THIS AGREEMENT is made on this the 1st day of April 2017, between THE PLANTATION CORPORATION OF KERATA LTD., a Company incorporated in India and having its Registered office at Muttambalam P.O., Kottayam-4, Kerala State, India (hereinafter referred to as the "PRINCIPAL") of the One part and..... (hereinafter referred to as the "AGENT") of the Other Part.

WHEREAS the principal has agreed to appoint the agent and the agent has agreed to act as one of the selling agent of the principal for the sale of centrifuged rubber latex produced on the principal's various estates in Kerala, for the period and upon the terms and conditions hereinafter mentioned.

NOW THIS AGREEMENT WITNESSED AND IT IS HEREBY MUTUALLY AGREED by and between the parties hereto as follows:

1. The principal hereby appoints the agent to be one of its selling agents for the sale of rubber latex produced at its estates anywhere in India at price fixed by the principal daily or as per the policies laid down from time to time.
2. As discussed and confirmed the said appointment shall be for the period commencing from 01.04.2017 and ending on 31.03.2018 subject however to the provision for termination of the appointment as hereafter mentioned.
3. a).The remuneration payable by the principal to the agent for the agent's service shall be by way of commission calculated on net sale proceeds as follows:-

| <u>Quantity</u> | <u>Commission</u> |
|-----------------|-------------------|
| Up to 149 drums | : Nil |
| 150-200 drums | : 0.50% |
| 201-300 drums | : 0.55% |
| 301 -400 drums | : 0.60% |
| Above 401 drums | : 0.75% |

b). An agent lifted more than 1008 barrels (84 barrels x12 months) with a minimum off take of 84 Barrels per month, he is eligible to the annual commission of 0.55%.

c). An agent lifted more than 504 barrels(84 barrels x 6 months) with a minimum off take of 84 Barrels per month, he is eligible to the annual commission of 0.40%.

For the aforesaid purpose:-

Net sale proceeds shall mean the invoice price of rubber latex sold after deducting there from freight and other transport charges from and beyond the place of dispatch, insurance charges, all applicable taxes and duties on sale and discounts ,if any.

Sales shall be deemed to be complete upon dispatch of rubber latex from the principal's factory godown at its various estates.

The commission shall accrue and become payable only on the net sale proceeds actually realized and not on outstanding debts.

Payment of commission shall be made to the agent at the end of every month commencing from 01.04.2017.

The commission payable will be calculated based on the actual quantity lifted and not based on the quantity ordered.

If any agent fails to sell a minimum quantity fixed for the month, he will not be eligible for any commission for the month.

4. The agent will diligently and faithfully serve the principal as it's selling agent and will do everything to promote the sale of principal' s latex and will render all necessary assistance in carrying out and completing all the sale and in particular the Agent hereby covenants with the principal.

i) To obtain advance information of requirements of rubber latex from possible purchasers and furnish the same to the principal. The agent will have to arrange for the sale of the principal's latex at prices to be fixed by the principal from time to time.

ii) To be prompt in the communication of all the purchase order issued to the principal.

iii) To function as the liaison between the principal and the purchasers in obtaining replies to letters, dispatch instructions, etc.

iv) Each agent shall provide security deposit of Rs.1,00,000/- (Rs.One lakh only) by way of RTGS/NEFT to the following bank account of PCK Ltd. or D.D in favour of The Plantation Corporation of Kerala Ltd., No interest will be. paid to security deposit.

| | |
|--------------|------------------|
| Name of Bank | : Canara Bank |
| Brach | : Kanjikuzhy |
| ACCOUNT No. | : 2964201000048 |
| RTGS Code | : CNRB - 0002964 |

v) Not to transfer rights of the agency of agent hereunder.

vi) To send purchase orders in the prescribed form to the principal for acceptance of the orders. Such order shall be without any conditions and complete in all respects.

vii) To obtain orders for the supply of latex only from dealers or manufacturers holding valid license from rubber board.

viii) Collect through bill, the central sales tax and any other taxes imposed by the government at the rates applicable as per sale tax rules for the interstate sale of rubber and advise the principal for supplying the latex only to those who can produce 'C' forms. In case of non submission of 'C' form, the agent will be liable and make good for any for any loss incurred by the principal in this regard.

ix) In case 'C' form is not given at the time of order, an amount equivalent to differential tax should be deposited in PCK and the same will be refunded without any interest on receipt of the genuine 'C' form within the prescribed time limit for onward transmission to Commercial Taxes Department.

x) If any agent fails to collect genuine 'C' form relating to the orders placed by him the loss/damage to the Corporation inclusive of differential CST will be recovered from the agent.

xi) The agent guarantees a minimum off take of 150 drums (194 W.kg per drum) of latex per month. If the sale in a particular month is below 150 drums no commission will be paid for the month. If the sales fall below 150 drums per month the Corporation will have the option to terminate the agency.

5. The agent hereby guarantees the payment of all amounts due to the principal on account of the sale of rubber latex by the principal by this agreement. The agent shall arrange payments in advance by Demand Draft drawn in favour of M/s.Plantation Corporation of Kerala Ltd., Kottayam or by RTGS (Real Time Gross Settlement).

6. The principal hereby covenants with the agent.

i. To execute all order produced by the agent within reasonable time but without being responsible for failure or delay in delivery of latex due to circumstances beyond the principal's control.

ii. To issue latex to the purchaser as per the advice of the agent. However, documents will be sent directly to parties, provided the payment respect of the value of the goods and 'C' form pertaining to the sale is forwarded in advance.

7. The appointment of the agent shall not prejudice the right of the principal to effect direct sale to any of the parties. The principal will have the right to appoint any number of agents at or during any time.

8. The quantity and quality of the material can be tested by the agents before it is lifted from the godown of the principal and no complaints regarding the quality of the material will be considered after the material is lifted from the godown of the principal. The agent shall be responsible for the complaints, if any, regarding quality and quantity once the material is lifted from the principal's godown.

9. The price applicable will be the price on the date of the delivery order. The material is to be lifted from the godown of the principal within 5 working days subsequent to the date of delivery order. If the material is not lifted within 5 working days subsequent to the date of delivery order, the price on the date of lifting the material becomes applicable if there is an upward revision in the price and price on the date of the delivery order will continue to apply if there is a downward revision in price. Godown charges at the rate of `15/- per ton per day will be charged after 10 days from the date of delivery order, the principal will be entitled to cancel the delivery order, and to recover from the agent the loss or damage suffered by the principal on account of the agent's breach of contract.

10. If in the process of loading, transportation, etc., of the latex being taken delivery by the agent/purchaser or their employees, vehicles, etc., any loss whatsoever caused to the principal by damage or destruction of it's properties, building or any other structures or by injury to any other person or otherwise, the agent shall forthwith on demand make good such loss to the principal by cash payment failing which the principal will be at liberty to recover the same from the agent. Such loss or damage shall be assessed by the Managing Director of the principal whose decision shall be final and binding on the agent.

11. The agreement is subject to delay or failure in supplying latex to the agent or to their constituents due to interference in the in the agreement by (1) Revised Legislation or (2) Accident, Strike, riot or civil commotion or (3) any disorganization of layout (4) Fire, storm, earthquake or such other acts of God.
12. Notwithstanding the aforesaid period of condition, the appointment can be terminated with one month's notice by either party without assigning any reasons. If the Corporation forms an opinion (which is final and not liable to be challenged) that the selling agent is resorting to unhealthy or unsound trade practices or acts against the interest of the Corporation, the appointment is liable to be cancelled by the Corporation forthwith without any notice. Termination of the agreement shall not prejudice or affect the right or obligations to the parties to this agreement which may have accrued prior thereto and the rights and agreements of the parties shall continue under the terms of this agreement in respect of pending orders received prior to such termination and accepted by the principal. General Manager (Commercial) has the right not to accept or reject any order without assigning any reason.
13. On the expiry of the period of appointment of one year prescribed in this agreement, the principal may at its discretion, extend the period of appointment for a further period of one or two years on the same terms and conditions. (In such event the agent shall execute a fresh agreement for the extended period of appointment). Agency conditions admitted by the agent shall form part of this agreement as if it has been incorporated here itself.
14. In the event of any dispute arising in relation to or in connection with the agreement, the same shall be subject to the exclusive jurisdiction of the courts at Kottayam only.

IN WITNESS WHEREOF the parties hereto have executed these presents and duplicate hereof on the day and year first above written.

SIGNED, SEALED AND DELIVERED For and on behalf of the **Plantation Corporation of Kerala Limited (PRINCIPAL)** aforesaid by General Manager (Commercial)

In the presence of the witness

- 1.
- 2.

SIGNED, SEALED AND DELIVERED FOR and on behalf of (Agent) aforesaid by

In the presence of the witness:

- 1.(Full Name & Address)
- 2.