

Commission Agreement

This Commission Agreement (“Agreement”), dated on this ____ day of _____, 20__ (the “Effective Date”) is entered into between _____ (“Principal”) located at _____ and _____ (“Agent”) located at _____, for the purpose of setting forth the exclusive terms and conditions by which the Principal desires to acquire certain services from the Agent.

WHEREBY the Principal is involved in the business of _____.

In consideration of the mutual obligations specified in this Contract, the parties, intending to be legally bound hereby, agree to the following:

Scope of Services. The Principal retains the above Agent, and the Agent agrees to perform for the Principal certain services set forth in **Exhibit A** to this Agreement (the “Services”). Any Service outside of the scope as defined in Exhibit A to this Agreement will require a new Agreement for other services. The Agent shall perform the services as defined in Exhibit A at the following location(s):

Authorization of Sales. The Agent agrees to identify him or herself as an authorized Agent of the Principal for the sale of the above product(s).

Scope of Sales. The Agent understands and agrees that they will abide by the below scope and parameters while selling the product(s).

The Principal agrees to deliver any and all promotional items used to acquire sales. Shall the Agent desire to use their own promotional materials; they must first obtain written approval from the Principal.

The price of the above-referenced products shall be determined and set by the Principal.

The Principal shall furnish a Sales Agreement template for use by the Agent engaged in all sales of the product(s).

Sales Region. The Parties understand and agree that the Agent will sell the product(s) in the below region (hereinafter referred to as the “Sales Region”).

Agency agrees not to sell the product(s) outside of the defined Sales Region.

Non-Compete. The Agent understands and agrees not to sell any product(s) for any competitor in direct competition with the Principal within the above Sales Region for ____ years after the termination of this commission agreement.

Earned Commissions and Payment Structure. The Parties agree that the authorized Agent shall be compensated in the following fashion (“Commission”):

The Principal shall compensate the Agent:

- Weekly
 - Biweekly
 - Monthly
 - Quarterly
 - Other
-
-

The Principal agrees to reimburse the Agent for “out-of-pocket” expenses incurred by the Agency in accordance with the Principal’s policies and procedures.

Duration and Termination. This Agreement shall be effective on the date hereof and shall continue until terminated by either Party upon _____ business days written notice.

Confidentiality and Property Rights. Throughout the duration of this Commission Agreement, it may be necessary for the Principal to disclose protected information including, but not limited to, industry and trade secrets, proprietary and confidential information to ensure the Agent can successfully sell the product(s). The Agent is not permitted to share or disclose such confidential information whatsoever without written permission from the Principal.

The Principal retains all of its intellectual property rights in and to its Confidential Information. Immediately upon a written request by the Principal at any time, the Agent will turn over to the Principal all Confidential Information of the Principal and all documents or media containing any Confidential Information of the Principal and any and all copies or extracts thereof.

Further, the Agent shall promptly return to the Principal all copies, whether in written, electronic, or other form or media, of the Principal’s Confidential Information, or destroy all such copies and certify in writing to the Principal that such Confidential Information has been destroyed. In addition, the Agent shall also destroy all copies of any Notes created by the Agent or its authorized Representatives and certify in writing to the Principal that such copies have been destroyed.

Warranties and Representations. The Parties to this Agreement fully represent that they are authorized to enter into this Commission Agreement. The obligations and performance of either the Principal or Agent shall not infringe upon or violate the rights of any third party or violate any other agreement between the Principal or Agent, any other individual, business entity, or formal organization, or interfere with any law and or governmental regulation.

Severability. In the event any part or provision of this Commission Agreement is deemed unenforceable or invalid, in part or in whole, that part shall be severed from the remainder of the Commission Agreement, and all other parts or provisions shall continue in full force and effect as valid and enforceable.

Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy,

power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

No Assignment. This Agreement shall be binding upon the undersigned and their respective heirs, representatives, successors and permitted assigns. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

Notice. All notices or requests required or contemplated by this Agreement shall be in writing and such notice shall be delivered as follows:

(a) if from the Principal to the Agent shall be hand-delivered or mailed to:

or such other address as the Principal Shall specify in written notice to the Agent

(b) if from the Agent to the Principal, shall be hand-delivered or mailed to:

or such other address as the Agent shall specify in written notice to the Principal.

Dispute Resolution. Parties to this Agreement shall first attempt to settle any dispute through good-faith negotiation. If the dispute cannot be settled between the parties via negotiation, either party may initiate mediation or binding arbitration in the State of _____.

If the parties do not wish to mediate or arbitrate the dispute and litigation is necessary, this Agreement will be interpreted based on the laws of the State of _____, without regard to the conflict of law provisions of such state. The Parties agree the dispute will be resolved in a court of competent jurisdiction in the State of _____.

Governing Law. This Agreement shall be governed in all respects by the laws of the State of _____ without regard to the conflict of law provisions of such state. This Agreement shall be binding upon the successors and assigns of the respective parties.

Force Majeure. The Agent and any of its employees or agents shall not be in breach of this Agreement for any delay or failure in performance caused by reasons out of its reasonable control. This includes, but is not limited to, acts of God or a public enemy; natural calamities; failure of a third party to perform; changes in the laws or regulations; actions of any civil, military or regulatory authority; power outage or other disruptions of communication methods or any other cause which would be out of the reasonable control of the Agent.

Legal Fees. Should a dispute between the named Parties arise that lead to legal action, the prevailing Party shall be entitled to any reasonable legal fees, including, but not limited to attorneys' fees.

Further Assurances. Upon a party's reasonable request, the other party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

Amendment. This Agreement may be amended only by a writing signed by all of the Parties hereto.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Electronic Signatures. This Agreement and related documents entered into in connection with this Agreement are signed when a party's signature is delivered electronically, and these signatures must be treated in all respects as having the same force and effect as original signatures.

Captions for Convenience. All captions herein are for convenience or reference only and do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

IN WITNESS WHEREOF, the Principal and Agent have executed this Commission Agreement on the day and year first above written.

Dated: _____

Dated: _____

Principal's Signature

Agent's Signature

Principal's Printed Name

Agent's Printed Name

Principal's Contact Information:

Agent's Contact Information:

Address: _____

Address: _____

Phone Number: _____

Phone Number: _____

Email Address: _____

Email Address: _____

