

COMMISSION SALES AGREEMENT

This Commission Sales Agreement (“Agreement”) is made and effective the _____.

Between:

_____ (the “Agent”), who’s main address at:

And:

_____ the (“Principal”), organized and existing under the laws of New York with a head office located at:

Whereas the Principal wishes to market the product(s) described in Schedule A the (“Products”);

Whereas Agent is prepared to sell the Product(s) on behalf of the Principal in return for a commission.

It is agreed as follows:

1. Selling Rights

1. The Principal grants the Agent an exclusive right to sell the Product(s) on behalf of the Principal within the territory described in Schedule B for a period of _____ commencing _____ the (“Selling Rights”).
2. The Agent may not sell or attempt to sell the Product(s) outside the territory described in Schedule B.
3. The Agent shall use his best efforts to sell the Product(s) for the duration of the Selling Rights. At the request from time to time the Principal, the Agent shall furnish the Principal with a reasonably detailed written report on his efforts to sell the Product(s) in the period specified by the Principal.
4. The Agent shall clearly identify himself as a duly authorized sales agent of the Principal in the course of his efforts to sell the Product(s) on behalf of the Principal and may not sell the Product(s) in his own name.

2. Product Prices

1. The Principal shall fix the selling price(s) of the Product(s) and the Agent may only sell the Product(s) at the selling price(s) fixed by the Principal.

3. Orders

1. The Agent shall obtain written orders for the Product(s) from buyers, signed by or on behalf of the buyers and remit the orders to the Principal.
2. The Principal shall use its best efforts to fill orders duly remitted by the Agent in accordance with this agreement as expeditiously as possible.

4. Commission

1. The Principal shall pay the Agent a commission of _____% of the selling price, exclusive of any sales taxes of each order or part of each order of Product(s) duly remitted by the Agent in accordance with this agreement which is paid for in full, inclusive of any sales taxes and which is not subsequently returned for a refund.
2. The Principal may accept the return of Product(s) for a refund or partial refund in its sole discretion.
3. The Agent is not entitled to any compensation for services performed or expenses incurred in connection with this agreement other than as set out in this agreement.

5. Training

1. At the request of the Agent, the Principal shall train the Agent in the proper use of the Product(s).

6. Advertising and Information Materials

1. For the Duration of the Selling Rights, the Principal shall furnish the Agent at the Principal's cost with reasonable quantities of advertising and user information materials, including demonstration Product(s) to aid the Agent in selling the Product(s).

7. Product Image

1. The Agent shall not do or permit anything to be done to prejudice the market image of the Product(s) of the Principal.

8. Restraint of Competition

1. The Agent shall not sell or in any way assist anyone else to sell any products that compete with the Product(s) of the Principal within the territory described in Schedule B for the duration of the Selling Rights and for the calendar year immediately following termination of the Selling Rights.

9. Confidentiality

1. The Agent shall keep the Principal's business secrets including but not limited to customer, supplier, logistical, financial, research and development information confidential and shall not disclose them to any third party during and after termination of the Selling Rights.

0. **Summary Termination of Selling Rights**

1. If the Agent breaks any term of this agreement the Principal may summarily terminate the Selling Rights on notice in writing to the Agent.

1. **Termination Consequences**

1. On termination of the Selling Rights for any reason, the Agent shall immediately cease to describe himself as an authorized sales agent of the Principal and cease selling the Product(s).

2. **Assignment**

1. The Agent shall not assign the benefit of this agreement or subcontract his obligations under this agreement without the consent in writing of the Principal, which consent be withheld without good reason.

3. **Fiduciary Relationship**

1. The Agent accepts and acknowledges that the terms of this agreement are in addition to and do not detract from the ordinary fiduciary duties owed by the Agent to the Principal.

4. **Miscellaneous**

1. In this agreement the singular includes the plural and the masculine includes the feminine and neutral and vice versa unless the context otherwise requires.
2. The capitalized headings in this agreement are only for convenience of reference and do not form part of or affect the interpretation of this agreement.
3. If any provision or part of any provision in this agreement is void for any reason, it shall be severed without affecting the validity of the balance of the agreement.
4. Time is of the essence of this agreement.
5. There are no representations, warranties, conditions, terms or collateral contracts affecting the transaction contemplated in this agreement except as set out in this agreement.
6. Nothing in this agreement is intended to constitute a partnership or a master and servant relationship between the parties.
7. This agreement binds and benefits the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.
8. This agreement is governed by the laws of the State of New York.

The Parties each hereby execute this Agreement as of _____

