COMMISSION AGREEMENT

on	,	20	(the "E	ffective D	ate"), by a	and betwee	ne "Agree n		, wit	th an
address o	f			, City of _		, S	tate of		,	
(hereinaft	er referre	ed to a	s the '	'Principal	"), and		of	with a	n addres	s of
· 			, City	of	·	, State	of		_,	
(hereinaft	er referred	d to as th	e " Age n	t") (collec	tively refe	red to as th	ne " Parties "	").		
					AGENT	•				
_	s an Empl oyment lav		gent is a	n employe	e of Princ	ipal, subjec	t to all right	s, opportun	ities, privil	eges
	-				-		itractor, and s employees	_	ent nor Ag	ent's
				AU	THORIZA	TION				
_					-	-	or services _ [Details o			•
may prese		ncipal, fo	r written	approval,		•	v set out via centive at a	•	•	•
1. Term. (Check on	e)								
□ <u>Agent i</u>	s an Empl	loyee: (C	check one	e)						
D: St	ate define tate that is	ed above s an Emp	and rem ployment	ains perpe At-Will Sta	etual. The ate and the	parties und	eement shalerstand this ner party calout below.	Agreement	t is under a	
Di m no de	ate define aterial breat ot cure the	ed above each by t e breach	and rem he other within th	ains perpe party upor e 30-day r	etual. Eith n 30 days notice peri	er party ma prior writter od. Such no	Agreement s by terminate in notice if th otice shall se ject to the S	this Agreen ne breaching et forth in re	nent for g party doe asonable	es



□ Agent is an Independent Contractor: Except as set fortI Effective Date defined above and remains perpetual. Eit material breach by the other party upon 30 days prior writhe breach within the 30-day notice period. Such notice set the asserted breach and will remain subject to the Several	her party may terminate this Agreement for tten notice if the breaching party does not cure hall set forth in reasonable detail the nature of
2. Commission Earnings. The parties agree to the below Structure may be revised at any time by the Principal, in and upon signing of the Parties thereto: (Check one)	
☐ Straight commission.	
(Check one)	
☐ Fixed commission rate. The Agent shall earn	commission of [Sales performance].
☐ Tiered commission rate. The Agent shall earn The Principal calculates commission based on the follows:	
Profit Range	Commission Percentage
□ <u>Salary plus commission:</u> Principal hereby offers Agent month □ per year. The amount will be paid to Agent: (Ch day of each week. □ Once a month on the of each month. □ Other:	eck one) □ Once a week on the
(Check one)	
☐ Fixed commission rate. The Agent shall earn	commission of [Sales performance].
☐ Tiered commission rate. The Agent shall earn The Principal calculates commission based on the follows:	a percentage of the profit made from each sale. e profit amount of a single sale defined as



 ☐ Fixed commission rate. The Agent shall earn a commission of of the from total sales within the Agent's assigned territory, divided equally among the number of in the territory. The number of Agents may vary and is calculated on the number of Territor Agents on the date the sale was closed. ☐ Tiered commission rate. The Agent shall earn a commission of the profit from total sales 	agents
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·	
the Agent's assigned territory, divided equally among the number of agents in the territory number of Agents may vary and is calculated on the number of Territory Agents on the dat sale was closed. The Principal calculates commission based on the profit amount defined as follows:	The
Profit Pange Commission Percentage	
Profit Range Commission Percentage	
<u> </u>	
□ <u>Gross margin commission.</u> Principal agrees to pay to Agent the gross margin commission factor expenses involved with the products being sold at% on the margin. The commission be calculated using the following formula:	
Cross Marrin Commission = //Payanus COCS)/Payanus \v. 100 v. Commission Pata	
Gross Margin Commission = ((Revenue - COGS) / Revenue) × 100 × Commission Rate	
Commissions shall be paid to the Agent (Check one) □ weekly □ monthly □ quarterly □ annually (Check one) □ Weekly. Agent will be paid on [Day of the week] of every week. □ Mor	on:



•		
	th of the quarter] of every quarter. □ Annually. Agent will be paid on the	
[Quarter of	ne year] of every year.	
3. Recoverable Draw.	(INITIAL if you want to include this clause. CROSS OUT if you do no	ot.)
extend to Agent a Recover [Des commissions will be autoreimbursed according to party, said Draw(s) shall	ent's commissions do not exceed their base salary or wage, Principal agrees erable Draw. The amount of any Recoverable Draw will be calculated as following for the draw is calculated]	ows ned be her her
	INITIAL if you want to include this clause. CROSS OUT if you do no	
hereby offers to Agent a quotas set by Principal t one) □ Weekly. Agent w be paid on the	nmission and any other earnings available to Agent by the Principal, the Principal Bonus Structure as a reward and incentive to exceed any sales projections to be paid (Check one) weekly monthly quarterly annually on: (Check one) [Day of the week] of every week. Monthly. Agent [Day of the month] of every month. Quarterly. Agent will be paid on the wery year.	or eck will the
by the following means: structure].	[Description of bor	nus
•	to time, restructure its Bonus Structure and put into effect on a date certain. be based on the Bonus Structure in effect at the time of the close of the sale.	All

[Day of the month] of every month.

Quarterly. Agent will be paid

- 5. Survivability. This Survivability Clause, and all clauses hereinafter written, shall survive any expiration or termination of this Agreement.
- 6. Confidentiality. Agent agrees to keep confidential and not to use or disclose to any third party any non-public business information of the other party learned or disclosed in connection with Principal, its intellectual property, proprietary information and secrets.

In accordance with law, the obligation of the Agent with respect to the above shall terminate with respect to any particular portion of the confidential information, proprietary information or secrets if and when: (i) it is in the public domain at the time of its communication; (ii) it is developed independently by the receiving party without the use of any confidential information; (iii) it enters the public domain through no fault of the receiving party subsequent to the time of the disclosing party's communication to the receiving party; (iv) it is in the receiving party's possession free of any obligation of confidence at the time of the disclosing party's communication; (v) it is communicated by the disclosing party to a third party free of any obligation of confidence; or (vi) the receiving party has the disclosing party's written permission.



Agent will be paid on the

or provide the disclo	any of the sing party,	other party's at the disclos	confidentia	al information expense, if	The rece the disclos confidenti	eiving pa sing par ial inforr	der lawful prod arty agrees to ty elects to se mation disclos confidential	cooper eek rea ed pur	rate with isonable
of this Ag person or conducts i	reement, th business ei ts business	at s/he will nontity engaged , whether or n	ot give advin a comp not for remulagreed in v	vice, lend cre eting busines: uneration, and writing. This d	dit, moneg s in any g from hav	y or the eograph ing a sha pply to s	er] years after Principal's re ic area in whic are of any kind hare ownersh cly-listed	putation oh the I d whats ip of 1%	n to any Principal soever in
_		nd Warrantie othorized to er		_	e and disc	close tha	at they are ove	er the a	ge of 18
knowingly regulation	violate the	e rights of a and will in th	ny third p ne future,	arty, organiz perform due	ation, per diligence	rson, bu	onship shall a siness or law earch and kno d/or Agent's co	v/gover ow any	nmental / law or
balance of if feasible.	f this Agree be modifie	ment shall no d in scope so	t be affecte that it bed	ed by the une comes enforce	nforceable eable, and	e provisi d an app	eable in any on, and such propriate amersion and m	orovision dment	on, shall, shall be
10. Inder	nnification	. (INITIAL if	you wan	t to include	this clau	ise. CR	OSS OUT if	you o	do not.)
arise from	the perfor	mance under	this Agre	ement and fr	om all co	sts and	ll claims of ar attorney fees d under th	in co	nnection
11. Dispuincluded.)	tes. (INITIA	L if Indemnifi	cation clau	ıse is not inclı	uded. CR0	OSS OU	T if Indemnific	cation o	clause is
Any dispu	te arising fro	om this Agree	ment shall	be resolved t	hrough: (0	Check or	ne)		
☐ Cou	ū	•		ved in the cou			nis Agreement	the p	₋ . revailing

party will be entitled to recover from the other Party its expenses (including reasonable

attorneys' fees and costs) incurred in connection with the action and any appeal.

☐ Binding arbitration. Binding arbitration shall be conducted in accordance with the rules of the



American Arbitration Association.

☐ Mediation.

Principal Name	•	Representative gnature	Principal Re Name a	
Agent Sign	nature		Agent N	ame
The parties have cau	used this Agreemer on	the to be executed the	I by their authorized rep Effective	resentatives, to be Date.
entire agreement bety	veen the parties with ements, and shall no	n respect to the si	ne Statement(s) of Work ubject matter hereof and s til accepted by an author	supersedes all prior
•	This Agreement sha he	all be governed by State	y and construed in accord of	dance with the laws
•	•		nts or delegate any obli rty, which consent shall n	•
	•	rbitration conduc	ot be resolved through reted in accordance with the Arbitration	

