

# **COMMISSION AGREEMENT**

## **COMMISSION AGREEMENT**

This Commission Agreement (the "Agreement") is made and entered into on this 15th day of January, 2025 (the "Effective Date"), by and between:

TECH SOLUTIONS PH, a company duly organized and existing under the laws of the Republic of the Philippines, with its principal office located at [Insert Broker's Address - e.g., 123 Business Park, Makati City, Philippines] (hereinafter referred to as "Broker");

-and-

[Insert Freelancer's Name/Company Name], a [Individual/Company Type - e.g., freelance web developer/company] residing at/with its principal office located at [Insert Freelancer's Address - e.g., 456 Dev Street, Quezon City, Philippines] (hereinafter referred to as "Developer").

WHEREAS, the Broker is engaged in [Specify Broker's Business - e.g., facilitating business connections and project acquisition] and has identified a potential web development project known as "Project X" (hereinafter referred to as the "Project");

WHEREAS, the Developer is a skilled web developer capable of executing the Project;

WHEREAS, the Broker and the Developer desire to enter into an agreement whereby the Broker shall receive a commission for successfully securing the Project for the Developer.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

### **1. PROJECT IDENTIFICATION**

The Project subject to this Agreement is identified as WEBDEV-PROJX-001. This identification number shall be used for all correspondence and documentation related to the Project.

### **2. SCOPE OF SERVICES (BROKER)**

The Broker agrees to [Describe Broker's Responsibilities - e.g., introduce the Developer to the client for Project X, facilitate negotiations, provide necessary support to secure the project].

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### 3. COMMISSION RATE

In consideration for the Broker's services in securing the Project for the Developer, the Developer agrees to pay the Broker a commission equivalent to ten percent (10%) of the total gross value of the Project (the "Commission Rate").

### 4. CALCULATION AND PAYMENT OF COMMISSION

a. The commission shall be calculated based on the total value of the Project as agreed upon between the Developer and the client.

b. The commission shall be due and payable to the Broker within [Number] days of the Developer's receipt of the initial payment from the client for Project X, or as otherwise mutually agreed upon in writing by both parties.

c. All payments shall be made in Philippine Pesos (PHP) via [Specify Payment Method - e.g., bank transfer, check].

### 5. TIERED BONUS CLAUSES

In addition to the regular commission, the Broker shall be entitled to a 5% bonus on the total project value if the Project is delivered 1 week early. This bonus will be calculated and paid upon successful completion and early delivery of the Project, as verified and confirmed by the client and the Developer.

### 6. TERM AND TERMINATION

a. This Agreement shall commence on the Effective Date and shall remain in full force and effect until the completion of Project X and the full payment of all due commissions, unless terminated earlier as provided herein.

b. Either party may terminate this Agreement upon [Number] days' written notice to the other party in the event of a material breach of this Agreement by the other party, provided such breach is not cured within the notice period.

c. Termination of this Agreement shall not relieve either party of any obligations incurred prior to the effective date of termination.

### 7. CONFIDENTIALITY

Both parties agree to maintain the confidentiality of all proprietary and sensitive information exchanged during the course of this Agreement and the Project.

### 8. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Any dispute arising out of or in connection with this Agreement shall be submitted to the

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exclusive jurisdiction of the courts of [Specify City/Province - e.g., Makati City, Philippines].

### **9. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral.

### **10. AMENDMENTS**

Any amendment or modification to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first above written.

#### **BROKER:**

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Tech Solutions PH

By: [Name of Authorized Signatory]

Title: [Title of Authorized Signatory]

#### **DEVELOPER:**

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[Freelancer's Name/Company Name]

By: [Name of Authorized Signatory (if company) / Freelancer's Name (if individual)]

Title: [Title (if company) / Freelancer (if individual)]

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#### **ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF \_\_\_\_\_) S.S.

BEFORE ME, a Notary Public for and in the City/Municipality of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared:

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Name: [Name of Authorized Signatory - Tech Solutions PH]

Competent Evidence of Identity: [e.g., Passport No., Driver's License No.]

Issued On/At: [Date/Place of Issue]

Name: [Name of Authorized Signatory - Developer]

Competent Evidence of Identity: [e.g., Passport No., Driver's License No.]

Issued On/At: [Date/Place of Issue]

who are personally known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

This instrument consists of [Number] (\_\_\_\_) pages, including this page where the acknowledgment is written, and has been signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL.

NOTARY PUBLIC

Doc. No. \_\_\_\_;

Page No. \_\_\_\_;

Book No. \_\_\_\_;

Series of 2025.