

COMMISSION AGREEMENT

PARTIES

- This Commission Agreement (hereinafter referred to as the “**Agreement**”) is entered into on _____ (the “**Effective Date**”), by and between _____, with an address of _____ (hereinafter referred to as the “**Principal**”) and _____ with an address of _____ (hereinafter referred to as the “**Agent**”) (collectively referred to as the “**Parties**”).
- Whereas, the Agent agrees not to pursue the selling of a competing product for any competitor during the term of this Agreement.

AGREEMENT

- The Parties hereby agree that the Principal authorizes the Agent to sell _____
_____ on behalf of the Principal and the Agent agrees to indemnify himself/herself as the authorized agent of the Principal for such sale.

THE SALE

- The Parties agree that the prices of the product will be set by the Principal, that the Principal will obtain and provide the promotional materials (if any) for the Agent to use and to obtain sales, and the Principal will provide a Sales Agreement to the Agent for the Agent to use in the sale of the product.

TERM

- This Agreement shall be effective on the date of signing this Agreement (hereinafter referred to as the “**Effective Date**”) and will end on _____.
- The term of this Agreement may be extended upon the provision of written consent from both Parties.

GEOGRAPHY

- The Parties agree that the Agent will sell the product in the following geographical area/territory _____ and will not sell the product anywhere else.

COMMISSION EARNINGS

- The Parties hereby agree that the Agent will be paid by the Principal by the following means _____

RELATIONSHIP OF THE PARTIES

- Hereby, the Parties agree that this is a non-exclusive agreement and that the Parties are regarded as independent contractors.

CONFIDENTIALITY

- All terms and conditions of this Agreement and any materials provided during the term of the Agreement must be kept confidential, unless the disclosure is required pursuant to process of law.
- Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the Client.
- This section will remain in full force even after the termination of this Agreement for a period of _____.

TERMINATION

- This Agreement may be terminated in the event that any of the following occurs:
 1. Immediately, in the event that one of the Parties breaches this Agreement.
 2. At any given time by providing written notice to the other party _____ days prior to terminating the Agreement.
 3. Upon terminating this Agreement, the Agent will be required to return all the Principal's products and/or any other content (if any) at his/her earliest convenience, but not beyond _____ days.

REPRESENTATION AND WARRANTIES

- The Parties agree and disclose that they are fully authorized to enter this Agreement. The performances and obligations of both Parties may not violate the rights of any third party or violate any other agreement made between them and/or any other organization, person, business or law/governmental regulation.

SEVERABILITY

- In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of _____.

ALTERNATIVE DISPUTE RESOLUTION

- Any dispute or difference whatsoever arising out of, or in connection with, this Agreement shall be submitted to arbitration/mediation/negotiation (circle one) in accordance with, and subject to the laws of _____.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be in writing, where they must be signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

ASSIGNMENT

- The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party, unless such is consented to by both Parties in writing.

ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:

PRINCIPAL

AGENT

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____