**EXCLUSIVE SOLICITATION SALES**

**COMMISSION AGREEMENT**

This Exclusive Solicitation Sales Commission Agreement (referred as the “Agreement”) is entered into and made effective on [INSERT NUMBER] day of [INSERT MONTH], [INSERT YEAR] (referred as the “Effective Date”).

By and Between

[INSERT THE COMPANY NAME] (referred as the “Company”), a [INSERT WHAT TYPE OF PROPRIETORSHIP] company lawfully formed and existed under the laws of [INSERT NAME OF COUNTY/PROVINCE] of the State of [INSERT NAME OF STATE], with its principal office located at [INSERT COMPLETE BUSINESS ADDRESS OF YOUR COMPANY]

And

[INSERT THE NAME OF THE REPRESENTATIVE COMPANY] (referred as the “Representative”), a [INSERT WHAT TYPE OF PROPRIETORSHIP] company lawfully formed and existed under the laws of [INSERT NAME OF COUNTY/PROVINCE] of the State of [INSERT NAME OF STATE], with its principal office located at [INSERT COMPLETE BUSINESS ADDRESS OF THE REPRESENTATIVE COMPANY]

The Company and the Representative will be collectively referred to as “Parties” in this Agreement.

WHEREAS:

1. The Company is involved in the production of [INSERT WHAT PRODUCTS OR SERVICES THE COMPANY IS INVOLVED IN];
2. The Company gives authority to the Representative to be its agent in promoting and selling the products/services of the Company;
3. The Company agreed to give the Representative a commission in relation to the sales of products/services he/she will bring the Company;
4. The Company agreed to convey certain rights to the Representative to collect and solicit in behalf of [INSERT THE NAME OF THE COMPANY’s] products and or services.
5. The Representative agreed to be deployed in the area of the Company’s discretion;
6. The Company agreed that the orders for the products/services may be ordered through the Representative;
7. The Representative agreed that his/her quota for every period is [INSERT THE STIPULATED QUOTA];

NOW, THEREFORE, with consideration to the mutual covenants and promises of the parties stipulated herein on this Agreement, the parties hereby adhere to the following:

**DEFINITION OF TERMS AND ITS CORRESPONDING INTERPRETATIONS**

The following definitions and interpretation will be used in this Exclusive Solicitation Sales Commission Agreement as consented by the Parties:

1. **Commission -** shall mean the compensation paid for the services rendered by the agent or the representative. Usually the commission amount depends on the amount of the total sales.
2. **Delivery of the Product -** shall mean the turnover of the products to the customer or the rendering of the service to the customer. It includes the turnover of all the accessions and accessories of the product if there are any.
3. **Schedule -** shall mean that the time frame of the work to be done by the parties.
4. **Specifications -** shall mean the characteristics of the product or the details incorporated to the product and or the services.
5. **Variations -** shall mean the amendments and or modifications made into this Exclusive Solicitation Sales Commission Agreement.
6. **Intellectual Property Rights -** shall mean the trademark, copyright or patent owned by the Company and or of the Representative which does not infringe that of any other party.
7. **Period -** shall mean the time frame of the payment and or the leeway given to both parties in carrying out their respective duties and responsibilities.
8. **Quota -** shall mean the amount of sales that must be attained by the Representative within a period.
9. **Bank Transfer -** shall mean the transferring of cash funds from the bank of the Company to the Representative.

**SCOPE AND NATURE OF THE PRODUCTS/SERVICES**

The parties agreed to the provisions in the layout of the business of [INSERT THE NAME OF THE COMPANY]:

1. [INSERT THE NAME OF THE COMPANY] will produce [INSERT THE NAME OF THE PRODUCTS AND OR SERVICES OF THE COMPANY].
2. [INSERT THE NAME OF THE COMPANY] wishes to promote and sell the products and or services that were produced.
3. [INSERT THE NAME OF THE REPRESENTATIVE] will do the promoting and or marketing, selling and collecting of the orders and or purchases of the customers in behalf of the [INSERT THE NAME OF THE COMPANY].
4. The Representative will act in behalf of the Company. Any acts done by the Representative will be directed to [INSERT THE NAME OF THE COMPANY].

**DUTIES AND RESPONSIBILITIES OF [INSERT THE NAME OF THE COMPANY]**

[INSERT THE NAME OF THE COMPANY] has the obligation of complying with the following duties and responsibilities within the term set on this Exclusive Solicitation Sales Commission Agreement:

1. The Company must develop quality product and or services to be promoted to the general market.
2. The Company must develop and establish Quality Assurance Standard operating procedures in order to make sure the quality of the products and or services being offered to the consumers.
3. The Company must set the prices of the products and services offered to the consumers.
4. The Company must provide a product manual to the Representative/s in order to understand the product and or services offered by [INSERT THE NAME OF THE COMPANY].
5. The Company must provide trainings and guidelines for the Representatives on how to market the products and or services to the consumers.
6. The Company must designate at least one Representative to a location for purposes of monitoring the flow of the products and or services offered.
7. Once the Representative reached his or her quota for the period, [INSERT THE NAME OF THE COMPANY] must compensate the representative in the form of Commission which is equivalent to the amount as agreed by the parties.

**DUTIES AND RESPONSIBILITIES OF THE REPRESENTATIVE OF [INSERT THE NAME OF THE COMPANY]**

The Representative is obliged to carry out the following duties and responsibilities within the term set on this Exclusive Solicitation Sales Commission Agreement:

1. The Representative shall promote, market, solicit, distribute, and accept orders of the products and or services of [INSERT THE NAME OF THE COMPANY].
2. The Representative shall collect from the purchaser the amount which is due for [INSERT THE NAME OF THE COMPANY].
3. The Representative shall make sure to reach his/her quota for the period.
4. The Representative shall be responsible for the inventory reports to be given to [INSERT THE NAME OF THE COMPANY].
5. The Representative shall be responsible for other reports for the products and or services entrusted to him/her by the Company. The other reports mentioned in the foregoing shall mean the Status Reports, Transmittal Reports, Credit and Collection Reports and etc.
6. The Representative shall be mindful of his/her words and actions for it will reflect the goodwill of [INSERT THE NAME OF THE COMPANY].
7. The Representative shall be knowledgeable of the products/services offered by [INSERT THE NAME OF THE COMPANY].
8. The Representative shall follow-up the Company for any undelivered products/services to the purchaser.

**COMPENSATION AND PAYMENT**

[INSERT THE NAME OF THE COMPANY] agreed to compensate the Representative for acting as his agent. The fixed salary of the Representative shall be [SPECIFY THE AMOUNT TO BE DISBURSED TO THE REPRESENTATIVE BY THE COMPANY].

A [INSERT THE AMOUNT OF THE COMMISSION] commission will be given to the Representative on top of his/her salary if the Quota is achieved.

In paying the Representative, [INSERT THE NAME OF THE COMPANY] shall consider the following:

1. The Company must make sure if the Representative has achieved his/her quota in order for the Company to compute the additional fees due by him to the Representative.
2. In paying the Representative, the payment may be made through; (a) Check - provided that the check is not postdated, in the instance that the check is postdated, the Company must inform the Representative first and the Representative must give its acknowledgement to the Company; (b) Cash - which can also be understood as bank transfer if the amount is huge and as agreed by the parties and or Cash delivered to the Representative.
3. It is to be understood that bonds and trust deposits are not considered as payment by the Company to the Representative.

[INSERT THE NAME OF THE COMPANY] shall have the responsibility to reimburse the Representative in the event that there are expenses incurred by the Representative in order to carry out his/her tasks.

There must be a proper liquidation made by the Representative in order for [INSERT THE NAME OF THE COMPANY] to reimburse him/her.

**Term and Termination**

This Agreement will have a term of [INSERT NUMBER] [INSERT PERIOD] starting from the Effective Date mentioned. Within the term, all the stipulations on this Agreement shall continue to take effect up until the term ends or any of the Party seeks earlier termination of this Agreement.

The following circumstances will be considered by the Parties as reasonable causes for the termination of this Agreement earlier than the expected date of termination:

1. The Exclusive Solicitation Sales Agreement shall be terminated in the event that one party will cease in continuing such.
2. The Exclusive Solicitation Sales Agreement shall be terminated in the instance when one party provides fraudulent documents to the other party, deceiving the other party in order to do such work.
3. The Exclusive Solicitation Sales Agreement shall be terminated when an Act of God or Act of man happened or is happening and that neither party will be able or impossible to carry out such tasks assigned to them.
4. The Exclusive Solicitation Sales Agreement shall be terminated in the instance that one party failed to carry out his task.
5. The Exclusive Solicitation Sales Agreement shall be terminated in the instance that there is an impossibility of carrying out the respective obligations of the Company and the Representative.

Once this Agreement is terminated, the Company is obliged to complete the payment of the compensation to the Representative for all the work rendered up to the termination date of this Agreement.

**Confidentiality and Non-Disclosure**

Essential information exchanged between the Company and the Representative that is relevant to the products/services being delivered and the internal business information of each party is considered confidential information and shall not be disclosed, shared, published, assigned, or sold to any third party or anyone not involved in this Agreement. The Parties of this Agreement are the only entities entitled to the use of information provided and shared through this Agreement. In order to bind the Parties on the confidential nature of this Agreement, a separate agreement is provided and is attached along with this Agreement for the Parties to sign.

**Warranties and Disclaimers**

The Company warrants the following for this Agreement:

1. The products/services provided are made from quality raw materials that are trusted by the Company.
2. The products/services produced by [INSERT THE NAME OF THE COMPANY] are from the originality and creativity of the Creative and Planning team of [INSERT THE NAME OF THE COMPANY].
3. The Developer warrants that it would not infringe any other rights of other parties.

The Representative warrants the following for this Agreement:

1. The Representative shall protect the name and the goodwill of [INSERT THE NAME OF THE COMPANY].
2. The Representative shall not use the name of [INSERT THE NAME OF THE COMPANY] in any other purposes other than business related purposes.
3. The Representative shall handle the gadgets, tools, products, and other equipment entrusted to him/her by the Company.

**Intellectual Property Rights**

The Parties are in agreement that [INSERT THE NAME OF THE COMPANY] shall obtain all the intellectual property rights of the products/services being produced by the former including, but not limited to, the rights on copyright and trademark. The Representative does not, in any way, hold any ownership to the products/services intellectual property and does not claim any right at any time before or after the completion and the delivery of such products/services as stipulated in this Agreement.

**Assignment of Rights**

Both the Company and the Representative are not authorized to assign or to transfer any of its rights or obligations as specified on this Agreement to any third party without the consent and the approval of the other.

However, the Party who will make an assignment to his/her heirs, ascendants, descendants other successors and or other assigns must be put into writing and give a copy to the other Party, for purposes of informing the other Party to avoid confusion and disorientation of this Exclusive Solicitation Sales Commission Agreement.

**Limitation of Liability**

Neither the Company nor the Representative or any party who had a hand in the production and the delivery of the products/services will be liable for any incidental, indirect, or consequential damages resulting from or relevant to the performance, the use or the inability thereof on the products/services created and delivered.

The Parties hereby agreed that the Representative will not be liable to any direct and or indirect consequential damages resulting from the failure of distribution of the product, from the mistakes arising from mishandling the product, from failure of complying with the Quality Assurance Standard Operating Procedures, from crimes such as theft, burglary, and other defects which can be inferred that is not of the Representative’s fault.

**Indemnification**

The Representative concedes to indemnify, to protect, and to defend the Company from and against any and all kinds of lawsuits and costs that may arise pertaining to the products/services which include reasonable legal fees as a result of the Company’s infringement of [INSERT WHAT KIND OF RIGHTS] rights from any third party.

**Relationship of the Parties**

The Representative is treated as an independent contractor and is not in any way connected with the Company in terms of employment relations. It is understood that this Agreement does not resemble that of a joint venture.

The Representative cannot request the Customer to give him/her benefits that a normal employee enjoys. The Representative’s compensation is based on the professional fee as agreed by the Parties. Any additional payment of the Company to the Representative will be deemed by the sole will of the Company.

**Notices**

All the written notices, requests, or demands that is necessary for this Agreement shall be delivered to the requesting or the demanding party through [INSERT METHODS OF DELIVERY AS AGREED UPON BY THE PARTIES OF THIS AGREEMENT]. Notices to be delivered must be registered and/or certified first before the delivery is made. Deliver the notices to the addresses specified at the start of this Agreement.

**Entire Agreement**

This Agreement and all documents and information enclosed herein make up the whole agreement between the Company and the Representative as regards the subject of this Agreement. Any other agreements, representations and warranties made by the parties before or after the creation of this Agreement will be deemed insignificant and non-existent making this Agreement the only document to be referenced herein by the parties.

**Amendments and Modification**

Any changes, amendments, or modifications on the terms and conditions stipulated in this Agreement must be presented in writing and will only be valid upon the consent of both the parties of this Agreement.

**Severability**

In the instance that a portion of this Agreement shall be held invalid, void, unenforceable or illegal, it may be disregarded or may be remedied by a competent court. The part wherein it is not affected, the portion will still exist with full force of law.

**Governing Law**

This Exclusive Solicitation Sales Commission Agreement and all the interpretations presented herein will be governed by and construed under the jurisdiction of the laws of the State of [INSERT NAME OF STATE] and the state courts located on the aforementioned state.

BY AFFIXING THE SIGNATURES**,** the Parties have duly executed this Exclusive Solicitation Sales Commission Agreement through their duly authorized representatives and their witnesses thereof on this [INSERT NUMBER] day of [INSERT MONTH], [INSERT YEAR].

**Signed:**

**Representative:**

**[INSERT THE SIGNATURE OF THE PERSON] [INSERT THE NAME AND TITLE]**

Authorized Signature Name and Title in Print

**Company:**

**[INSERT THE SIGNATURE OF THE PERSON] [INSERT THE NAME AND TITLE]**

Authorized Signature Name and Title in Print