

# SALES COMPENSATION PLAN

## PARTIES

- This Compensation Plan (hereinafter referred to as the **"Plan"**) is entered into on 2022-12-02 (the **"Effective Date"**), by and between \_\_\_\_\_, with an address of \_\_\_\_\_ (hereinafter referred to as the **"Manager"**) and \_\_\_\_\_ with an address of \_\_\_\_\_ (hereinafter referred to as the **"Sales Agent"**) (collectively referred to as the **"Parties"**).
- Whereas, the Sales Agent agrees not to pursue the selling of a competing product for any competitor during the term of this Plan.

## PLAN

- The Parties hereby agree that the Manager authorizes the Sales Agent to sell \_\_\_\_\_  
\_\_\_\_\_ on behalf of the Manager and the Sales Agent agrees to indemnify himself/herself as the authorized Sales Agent of the Manager for such sale.

## THE SALE

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

## TERM

- This Plan shall be effective on the date of signing this Plan (hereinafter referred to as the **"Effective Date"**) and will end on 2022-12-02.
- The term of this Plan may be extended upon the provision of written consent from both Parties.

## GEOGRAPHY

- The Parties agree that the Sales 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 Sales Agent will be paid by the Manager by the following means:

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## 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 Plan and any materials provided during the term of the Plan 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 Plan, 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 Plan for a period of \_\_\_\_\_.

## TERMINATION

- This Plan may be terminated in the event that any of the following occurs:
  1. Immediately, in the event that one of the Parties breaches this Plan.
  2. At any given time by providing written notice to the other party \_\_\_\_\_ days prior to terminating the Plan.
  3. Upon terminating this Plan, the Sales Agent will be required to return all the Manager'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 Plan. 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 Plan 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 Plan 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 Plan 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 Plan must be in writing, where they must be signed by both Parties to this Plan.
- As such, any amendments made by the Parties will be applied to this Plan.

ASSIGNMENT

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

ENTIRE AGREEMENT

- This Plan 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 Plan and such is demonstrated by their signatures below:

MANAGER	SALES AGENT
Name: _____	Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____