

SAMPLE OF COMMISSION CONTRACT

5. COMMISSIONS

- 5.1 The Company shall pay the Agent a commission of % of all sales of the Company's Products to clients who are introduced to the Company by the Agent.
- 5.2 The commissions will be on the selling prices of the Products, without including any other cost (such as transport or insurance cost) or taxes related to each sale.
- 5.3 Payment of commissions will be made by bank transfer to the Agent's bank account not later than [10, 20, 30, 60] calendar days after each payment is received by the Company from its clients.
- 5.4 All payments of commissions will be in [insert currency].

6. PROMOTION MATERIALS

During the term of this Contract, in order to aid the Agent, the Company at its sole cost, will supply the Agent with any materials (catalogues, leaflets, price lists) relating to the Products to be promoted and sold within the Territory.

7. NON-COMPETITION

The Agent acknowledges and agrees that it/he/she shall not at any time during the term of this Contract promote or sell, within the Territory, Products that are similar or may be confused with the Products sold by the Company.

8. RELATIONSHIP

Alternative A [when de Agent is an individual and independent professional]

- 8.1 The Agent hereby acknowledges and agrees that he/she is an independent professional and under no circumstances shall he/she be considered an employee of the Company.

Alternative B [when the Agent is a company]

- 8.1 Nothing in this Contract shall be consider to constitute a partnership between the Company and the Agent.
- 8.2 This Contract is not subject to the law of Commercial Agency Contract.

9. CONFIDENTIALITY

Throughout the term of the Contract or after its conclusion, the Agent may not reveal to third parties any commercial or technical information, nor use such information for purposes other than those set out in the present Contract.

10. INTELLECTUAL PROPERTY RIGHTS

The Agent hereby acknowledges and agrees that he/she/it will not hold any Intellectual Property Rights (IPRs) of the Products and that Client owns all Intellectual Property Rights to the Products.

11. TERM OF CONTRACT

- 10.1 This Contract commences on the date of signature and continues for an initial period of [3, 6, 12] months. It will then be renewed automatically for another [3, 6 12] months unless either the Company or the Agent gives notice of termination to the other at least [1, 2, 3] months before the end of the initial period.
- 10.2 Regardless of the date of termination, the Agent will be entitled to commission on all sales made before the termination date and on sales made within [3, 6, 12] months after the termination date where the client was introduced to the Company by the Agent before the termination date.

12. NOTICES

All notices shall be in writing and sent by registered mail, facsimile or delivered by hand to the address of the recipient shown in this Contract or to any new address of which notice has been given under this Clause.

This is a sample of 2 pages out of 5 of the **Commission Contract**.

To get more information about this contract click here:

[COMMISSION CONTRACT](#)