

COMMISSION AGREEMENT

Location: _____ Date: _____

Parties:

Principal Name: _____

Principal Address: _____

Agent Name: _____

Agent Address: _____

Recitals:

WHEREAS, the Principal desires to engage the Agent to act as its exclusive/non-exclusive agent to procure prospective buyers/customers for certain goods, services, or properties; and WHEREAS, the Agent agrees to act in such capacity upon the terms and conditions set forth herein.

1. Appointment

The Principal hereby appoints the Agent as its commission agent to solicit and procure orders for the Principal's goods/services within the agreed territory, subject to the terms and conditions of this Agreement.

2. Agent's Duties

The Agent shall use reasonable efforts to promote and sell the Principal's products or services. The Agent shall comply with all lawful instructions issued by the Principal and shall act in the Principal's best interests.

3. Commission

The Principal agrees to pay the Agent a commission at the rate of _____% of the net amount received by the Principal from sales procured by the Agent. Commission shall be payable within ____ days after receipt of payment by the Principal.

4. Payment Terms

Commissions shall be paid without deduction or set-off. No commission shall be payable on orders which are cancelled, refunded, or not paid by the customer.

5. Term and Termination

This Agreement shall commence as of the date first written above and shall continue until terminated by either party upon giving ____ days written notice. Termination shall not affect the rights to commissions accrued prior to termination.

6. Confidentiality

Both parties agree to keep confidential all proprietary and non-public information obtained in connection with this Agreement and shall not disclose such information to any third party without prior written consent, except as required by law.

7. Non-Exclusivity

Unless otherwise agreed in writing, the Agent's appointment is non-exclusive, and the Principal reserves the right to appoint other agents or to sell directly.

8. Independent Contractor

The Agent shall perform its obligations as an independent contractor and not as an employee, partner, or joint venturer of the Principal. The Agent has no authority to bind the Principal except as expressly authorized in writing.

9. Compliance with Laws

The Agent agrees to comply with all applicable laws, regulations, and codes of practice in connection with the performance of this Agreement.

10. Indemnification

Each party shall indemnify, defend, and hold harmless the other from and against any claims, liabilities, losses, damages, costs, or expenses arising from breach of this Agreement or negligence.

11. Limitation of Liability

Neither party shall be liable to the other for any indirect, special, consequential, or punitive damages arising out of or relating to this Agreement.

12. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute.

13. Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior agreements and understandings, whether written or oral.

14. Amendments

No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

15. Notices

Notices under this Agreement shall be in writing and delivered by hand, pre-paid first-class post, or email to the addresses set out in this Agreement or such other address as notified by either party.

16. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

17. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which constitute one and the same instrument.

PRINCIPAL'S SIGNATURE

AGENT'S SIGNATURE

Signature: _____

Signature: _____

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