EXCLUSIVE SOLICITATION/SALES COMMISSION AGREEMENT

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This Exclusive Solicitation/Sales Commission Agreement (the “Agreement”) is effective [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Company"), a company organised and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [COMPANY NAME]** (the "Representative"), a company organised and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

 [COMPLETE ADDRESS]

**WITNESSETH THAT**, in consideration of the mutual convenience and undertakings hereinafter set forth, the parties hereto agree as follows:

**1. OBJECT**

The Company hereby grants to Representative the sole and exclusive right to solicit and collect orders for the purchase of such company products described in Appendix A attached hereto (hereinafter referred to as “Products”) from the customers listed in Appendix B attached hereto (hereinafter referred to as “Customers”) within the geographic area described in Appendix C attached hereto (hereinafter referred to as the “Territory”).

**2. TERM**

This Agreement covers a period beginning [DATE], and terminating on [DATE]. Upon the expiry of this term, it shall be renewed automatically for an additional period of [NUMBER] years and thence similarly from year to year thereafter unless one party has given written notice to the other at least one month before the renewal date of its intention to terminate this Agreement.

This Agreement may also be terminated in accordance with Section 12 hereof.

**3. BEST EFFORTS**

Representative agrees that its employee(s) will use his (their) best efforts to actively promote and increase the sale of the Products in the Territory and more specifically to reach the forecast listed in Appendix D hereto attached.

**4. PROMOTIONAL MATERIALS**

The Company shall supply the Representative, on request, copies of all materials describing or advertising the Products. The Representative shall not distribute any other promotional materials than those furnished by the Company.

**5. PRICES**

The Products shall be sold by the Representative at prices shown on a price list to be furnished by the Company to the Representative, which price list may be amended from time to time by the Company.

**6. PRODUCTS OF OTHER MANUFACTURERS**

It is understood by the parties that Representative may continue to solicit orders for, sell, or otherwise distribute the products of other manufacturers subject to the following terms and conditions:

Attached hereto as Appendix E, is a list and a description of the products presently promoted, sold or otherwise distributed by Representative.

Representative shall not, without the Company’s prior written consent, which may be withheld at the Company’s entire discretion, promote, solicit orders, sell or otherwise distribute, directly or indirectly, a product not specified in Appendix E.

**7. PURCHASE ORDERS**

7.1 All purchase orders received by the Representative shall be submitted to the Company forthwith. Purchase orders shall specify the particular products, the quantity thereof required and the date of required delivery thereof.

7.2 Any purchase order received by the Company may be refused or accepted by the Company. Upon acceptance of such order, the Company shall deliver the products directly to the customer at the location specified in the said order. The Customer shall be invoiced directly by the Company.

**8. REMUNERATION**

8.1 Subject to paragraph 8.4 hereof, the Representative shall be entitled to receive from the Company a commission equal to a percentage of the net amount invoiced by the Company for the sale of the Products to Customers in the Territory as per Appendix F attached hereto. The “net amount invoice” shall be the amount of the invoice less discounts, taxes, or any other charges (such as embroidery and printing).

It is understood that a commission will be owing to the Representative for such invoice meeting the conditions herein, whether or not orders were submitted by the Representative to the Company or received directly by the Company from the customer.

8.2 The Company agrees to submit to the Representative on a regular basis, copies of all order confirmations processed by the Company, to be later followed by a copy of the corresponding invoices.

8.3 Any commission payable by the Company to the Representative pursuant to this Agreement will be paid on the [NUMBER] day of the month following the date of the invoice.

8.4 Should an invoice remain unpaid for a period of [NUMBER] days from the due date, the Representative undertakes to repay the commission relating to such sale to the Company, in the event that it has already been paid by the Company to a representative. Such an amount is owing as of the [NUMBER] day following the date of the notice to this effect sent by the Company to Representative.

8.5 No liability shall be incurred by the Company for any loss of commission resulting from cancellation of an order (either by the Company or the customer) or resulting from an order not shipped complete for any reason whatsoever.

8.6 In the event of termination of this Agreement for whatever reason, the Company will honour all commissions owed to the Representative for orders submitted by the Representative to the Company or received directly by the Company from the customer prior to the termination of this Agreement, as per the following:

* + 1. Commissions will be paid for all nylon and technical orders “in-stock and/or booking” shipped and invoiced during a period of three months following the effective date of termination.

8.6.2 Commissions will be paid for all other seasonal products after the goods will have been shipped and invoiced.

**9. PRODUCT SAMPLES**

9.1 The Representative shall purchase from the Company samples of the products at a discount of [%] of the price corresponding to such products shown on the current price list.

All payment owing by the Representative to the Company for the purchase of such samples shall be paid to the Company within [NUMBER] days of the date of the invoice issued by the Company.

9.2 Product samples are the property of the Representative and are not to be returned to the Company. It is understood that Representative may sell such samples for his own profit as he determines and he must assume all risks involved with the sale.

**10. PROPRIETARY INTEREST**

The Representative agrees that it will, at any time upon request of the Company, and, in any event, promptly upon termination of this Agreement, return to the Company all price lists, quotation guides, outstanding quotations, books, records, manuals and sales literature and paraphernalia, customer record cards, correspondence, contracts, orders and other papers and documents in its possession which pertain or relate to the Company’s business whether furnished to the Representative by the Company or compiled by the Representative in the course of its services hereunder, it being understood that all such property, books, papers and the like are and remain the property of the Company, and that the Company shall not be required to pay to the Representative any sums of money then due to the Representative until this provision has been complied with. The Representative further agrees not to retain any copies or reproductions of the documents or such property of the Company.

**11. CONFIDENTIAL INFORMATION AND NON-COMPETITION**

The Representative acknowledges that during the course of its services hereunder, the Representative will come into possession of confidential information concerning the Company’s selling techniques, business forms, and lists of the Company’s customers and perspective customers, and will, in addition, develop through its employees a personal acquaintance with the Company’s customers and prospective customers, and will, in addition, develop through its employees a personal acquaintance with the Company’s customers and prospective customers within the territory. The Representative further acknowledges that as a consequence thereof, the Representative will occupy a position of trust and confidence with respect to the Company’s affairs and its products. Accordingly, the Representative agrees with the Company as follows:

11.1 any information obtained by the Representative during the course of or as incidental to its services hereunder, concerning the customers of the Company or its operations, property, business, plans, policies, methods, or procedures, which is not of general public knowledge, will be treated by the Representative as confidential information. The Representative shall not during the term of this Agreement and at any time thereafter, disclose such information in whole or in part, to any person not intrusted with the same by the Company, or use to the detriment of the Company, or use in any business competitive or similar to any business of the Company such information or use in any way or in any capacity such information other than to fulfil its obligations hereunder.

11.2 for a period of [NUMBER] year(s) following termination of this Agreement for any reason whatsoever, the Representative will not:

11.2.1 either individually or in partnership or in conjunction with any person, association, company or corporation, as principal, agent, director, officer, employee, or in any other manner whatsoever, sell directly or indirectly any product (other than a product described in Appendix E hereto) directly competitive with any product of the Company, to any person, firm or company who purchased any of the Products in the Territory at any time during the [NUMBER] years preceding the termination of this Agreement, or

11.2.2 solicit or contact with a view to selling any such product to any such person, company or corporation.

Any violation of this undertaking will constitute a serious breach of this Agreement and the Representative undertakes and agrees to pay to the Company, as liquidated damages, a sum equal to the commissions earned during the six month period prior to the breach, the said indemnity owing from the date of the breach and the Company shall have the additional right to obtain, for the future, an order from a cord of competent jurisdiction preventing any further breach.

**12. TERMINATION**

12.1 In the event that the Representative fails to carry out its services hereunder diligently and to the satisfaction of the Company, the Company may terminate this Agreement at any time upon thirty days of written notice to the Representative.

12.2 This Agreement shall be immediately terminated by notice if either party fails or refuses to perform or observe or comply with any of its obligations or conditions under this Agreement.

12.3 This Agreement shall terminate automatically without notice if the Representative becomes insolvent or bankrupt, makes an assignment for the benefit of its creditors or has instituted against it proceedings under any bankruptcy or insolvency law, consents to the appointment of a trustee, receiver or other custodian for its property, has its stock-in-trade or any part thereof levied upon or seized, or if the Representative winds up or liquidates voluntarily, under any law of any jurisdiction.

**13. TRANSPORTATION**

The Representative is to provide his own means of transportation for the purpose of carrying out his obligations hereunder and is responsible for all costs arising from its use and all other expenses incurred in the course of conducting his business.

**14. INDEPENDENT CONTRACTOR**

The Representative, *in re*ndering the services provided herein, is acting as an independent contractor and is not a mandatory or agent of the Company in any way. The Representative shall be free to perform the services required hereunder at such times, in such places and in such manner, as it shall deem appropriate, consistent with this Agreement.

**15. POWER TO BIND**

The Representative shall not have any power or authority to accept any order or to enter into any contract, undertaking or agreement for or on behalf of the Company or to assume or create any obligation or responsibility expressed or implied in behalf of or in the name of the Company or to bind the Company in any manner whatsoever. The Representative’s authority to represent the Company shall be confined to the solicitation of orders within the Territory and all orders taken or received by Representative shall be subject to acceptance by the Company.

**16. COMPLETE AGREEMENT**

This Agreement and Appendices attached hereto constitute the full and complete understanding of the parties hereto on the subject matter hereof. This Agreement and Appendices supersede and terminate any and all prior agreements, written or oral, entered into between Representative and the Company as of the date hereof except as provided for in Section 17 hereof, this Agreement shall not be amended or supplemented except by a subsequent written formal agreement bearing the signature of both parties hereto.

**17. APPENDICES**

The appendices referred to herein may be amended at any time and from time to time by the Company, and such appendices executed herewith or amended hereafter are deemed to form part of this Agreement.

Any amendment shall take effect as of the date specified therein.

**18. INTERPRETATION**

18.1 Titles appearing in the Agreement serve merely as references and should not be construed as being inductive of the interpretation of the terms and provisions hereof.

18.2 This Agreement shall be governed by and construed in accordance with the laws of the [STATE/PROVINCE] of [STATE/PROVINCE]. In the event that any parts of this Agreement are found to be void and unenforceable, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.

**19. WAIVER**

The failure of the Company to enforce at any time any of the provisions of this Agreement or to require at any time performance by the Representative of any of the provisions hereof, shall not be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the Company thereafter to enforce every provision of this Agreement.

**20. ASSIGNMENT**

The Representative may not assign or transfer his rights and obligations hereunder without the prior written consent of the Company.

**21. NOTICES**

Any notice required or permitted to be given hereunder shall be in writing and shall be personally delivered or sent by registered mail, postage pre-paid, to such party hereto at the following address or such other address as such party notifies to the other in the same manner:

To Company:

[YOUR COMPANY NAME]

Attention: [NAME]

To Representative:

[COMPANY NAME]

Attention: [NAME]

Any notice which is personally delivered shall be deemed to have been validly given at the time of delivery and any notice so sent by mail shall be deemed to have been validly given and to have been received on the third business day following the date of mailing.

**IN WITNESS WHEREOF**, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

# COMPANY REPRESENTATIVE

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

**APPENDIX A**

**COMPANY PRODUCTS**

**APPENDIX B**

**CUSTOMERS**

**APPENDIX C**

**TERRITORY**

**APPENDIX D**

**TERRITORY FORECAST**

**APPENDIX E**

**LIST OF PRODUCTS OF OTHER MANUFACTURERS**

**APPENDIX F**

**REMUNERATION**