**Non-exclusive Sales Representation Agreement**

This Non-exclusive Sales Representation Agreement (the “Agreement”) is effective [DATE],

**BETWEEN: [REPRESENTATIVE NAME]** (the "Representative"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [COMPANY NAME]** (the "Company"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

1. **General Provisions and Appointments**
2. The Company appoints the representative as a non-exclusive sales representative to market and to promote the Company’s products and services as outlined in Schedule A – Products. The Representative agrees to the appointment and agrees to represent the Company on a non-exclusive basis.
3. During the Term, the Representative will sell the relevant products in a specified area: [DESRCIBE GEOGRAPHICAL AREA]
4. The Representative will use its expertise to market and promote to Target Customers; these are [DESCRIBE TARGET CUSTOMERS]. This description of target customers is not intended to be exhaustive but is intended to give examples of what type of market that the Representative should promote the specified products. The Representative also acknowledges that the Company has existing commercial relationships with customers listed in Schedule B – Existing Customers, and therefore understands that no compensation is payable for sales made by the Representative to Existing Customers.
5. This Agreement consists of Schedule A and Schedule B
6. All notices to be submitted in written format. They will be received on the next business day after delivery.
7. The Representative is an independent contractor - this agreement does not create a partnership or joint venture
8. The agreement signed may only be amended by written agreement between both parties.
9. The agreement signed is governed by the law of [JURISDICTION]
10. The agreement signed is effective as of date [DATE] even though signatures may be provided later.
11. **Commissions and Expenses**
12. The Company agrees to arrange for the Representative to earn commission on the sale of products to new customers in the outlined Territory, where the sales were made substantially through its efforts, subject to exceptions outlined in **2.4**
13. Commission paid out is calculated as follows: [DESCRIBE]
14. When calculating the Representative's commission,the Company may offset any allowances, cancellations, credits, refunds, returns by or to the customers of revenues on which Representative has already been paid commissions under this agreement. In no event will the amount offset for any customer be larger than the sales price of that customer's cancelled, credited or returned products.
15. Where the Company is not required to pay Commission to a Representative include:

(i) if prohibited by law

ii) if the Representative did not directly promote or facilitate the sale of the Product to the target customer.

(iii) where the sale is related, directly or indirectly, owned by or is under the common ownership of the Representative

(iv) on a sale that is outside of the outlined Territory

(v) on sales to existing customers

vi) on any customer sales that occurs more than [POST-TERMINATION GRACE PERIOD] days after the expiry or termination of the agreement signed. The exception is where the sale is the direct result of the Representative's efforts before the termination or expiration.

1. The Representative is solely responsible for the expenses it incurs in the undertaking of its duties under the agreement.
2. **Payment Obligations**
3. The Company agrees to pay commission to the Representative within [NUMBER] days of the Company’s receipt of payment from the customer; this receipt of payment is the exact amount received from the customer. So if a customer is paying in instalments, it follows that the commission will be payable also in instalments.
4. **Representative’s Responsibilities**
5. The Representative must conduct themselves in a manner with regards to their time, skill and energy so that the Company’s Products are promoted and marketed in the area.
6. The Representative must assist in concluding agreement and orders from customers, in a manner that is satisfactory to the Company.
7. The Representative must represent the Company to present and target customers in a timely and sensible manner.
8. The Representative must perform all other sales-related services that could be reasonable expected by the Company
9. The Representative must give [A TIME PERIOD] updates on the progress of their marketing services by the agreed-upon mode of communication.
10. The Representative will be prompt in its communication of (i) sales and orders (ii) of any new companies or products that they represent (iii) of any problems concerning either target or existing customers (iv) if the Representative intends to advertise or sell to customers located outside of the territory.
11. The Representative will comply with all Laws and Industry regulations relating to its representation of products.
12. The Representative will not promote products for other companies or affiliate themselves with other companies which the Company deems to be in direct competition.
13. **Company’s Responsibilities**
14. The Company must provide the Representative, free of cost, materials that are essential to the sale and marketing of the relevant products.
15. The Company shall co-operate with the Representative in providing sample products and other reasonable activity essential to the Representative’s success with regards to the promotion of products.
16. The Company must provide the Representative with accurate descriptions of the relevant products as well as any updates, improvements or changes.
17. The Company shall determine the standard terms of sale and give reasonable notice to the Representative of any changes relating to the relevant products.
18. **Term**
19. This agreement will begin on [DATE] and end on [DATE] unless terminated earlier; this is the “Initial Term” that this agreement is effective
20. If this agreement is not terminated before the Initial Term, it will automatically renew for a time of [TIME PERIOD or [END DATE]. If either party do not wish to renew the agreement, it can do so by providing notice in written form to that effect [NUMBER OF DAYS] days before the renewal date.
21. **Representative’s representations**
22. The Representative acknowledges and represents that they are under no obligations or restrictions that will impact the performance of its duties under this agreement.
23. The Representative does not currently represent a company or promote products for another company that compete with the Products of the Company.
24. **Acknowledgment**
25. The Company’s employment of the Representative’s service is non-exclusive.
26. The commission that the Representative receives is the sole compensation that the Representative is entitled to under this agreement.
27. The Representative does not have the authority to bind the Company in any way.
28. The right to use the intellectual property and company marks of the Company is derived solely from this agreement and can be used only in conjunction with the duties under this agreement.
29. The right to use company marks is conditional upon the Representative acting in the best interests of the Company. They will act in such a way to preserve and protect the Company’ interest within them; this includes the Representative being prohibited from apply for, or try acquire any right or interest in a company mark that may be confusingly similar to the Company.
30. **Confidentiality**
31. During the period starting on the Effective Date and ending TIME PERIOD] after the date of termination or expiration of this agreement, the Representative shall hold all **Confidential Information** in confidence under the terms of this agreement.
32. The Representative will use the confidential information only to further the duties under this agreement.
33. **Confidential Information** refers to all non-public Company related information whether written or oral but does not include information that
34. becomes publicly known without fault on the part of the Representative
35. the Representative received in good faith on a non-confidential basis from a source other than the Company,
36. was in the Representative's possession before its disclosure by the disclosing party or its Representatives, (iv) the Representative developed independently without breach of this agreement, (v)the Company has explicitly approved, by Notice to the Representative, for release to a third party.
37. **Termination**
38. Any party may terminate this agreement by giving written notice to the other party upon [NUMBER] business days to the other party.
39. If either party breaches the duties outlined in the agreement and the breach continues for a period of [CURE PERIOD] business days after the other party notifies the other of breach, then the other party may terminate the agreement with immediate effect by giving written notice.
40. The agreement terminates on either party’s insolvency, bankruptcy, dissolution or liquidation.
41. **Effect of Termination**

1. At the expiry or termination of the agreement, the Representative will return to the Company all property, including documents, within [NUMBER] of days.
2. At the expiry or termination of the agreement, all rights given to the Representative by this agreement are revoked such as the right to use company marks.
3. **Indemnification**

1. The Representative indemnifies the Company of all liability, including legal fees, arising from any claim brought against the Company that alleges any negligent act, omission or willful conduct of the Representative or its Indemnitees.
2. The Company indemnifies the Representative of all liability, including legal fees, arising from any claim brought against the Representative that alleges
3. negligent act, omission or willful conduct of the Company or its indemnitees
4. any defects in the Products caused by the Company
5. the Company’s failure to provide Products to a customer that were properly ordered through the Representative.
6. Either party’s obligation to indemnify the other is conditional upon the indemnified party
7. giving the other party early notice of a claim or potential claim made against it
8. giving the other party full freedom with regards to the defence and settlement of the claim, except in the scenario wheret a settlement gives rise to any liability for the indemnified party
9. providing the other party with all reasonable assistance
10. No party is entitled to indemnification where the claim arises from unlawful conduct by the party being indemnified.

IN WITNESS WHEREOF, the parties have executed this Undertaking at the place and as of the date first hereinabove mentioned.

# AGENT COMPANY

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

**Schedule A**

[INSERT RELEVANT INFORMATION]

**Schedule B**

[INSERT RELEVANT INFORMATION]