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CONTRACT BROKER COMMISSION AGREEMENT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> ("Company") and <<CustCompany>> ("Broker").

Recitals

A. Broker desires to provide sales and marketing services on behalf of <<Company>> for a commission.

B. Company desires to have Broker render certain sales, marketing and advertising services (the "Services") as set forth in Exhibit B.

Agreements

In consideration of the mutual covenants set forth in this Agreement, Company and Broker hereby agree as follows.

1. Engagement of Services.

Broker agrees to render to Company services in connection with the planning, preparing and selling of Company goods and services as follows:

- a) Broker shall adhere to all Company policies concerning the listing, marketing, selling, fulfillment and documentation of all sales of Company's products and services.
- b) Broker shall be eligible to participate in Company-sponsored sales strategies and creative marketing programs, including sales programs and incentives. Company reserves the right to modify the commission structure or assign associated costs in exchange for broker's voluntary participation in present or future Company marketing or affinity programs.

Company Initials _____ Broker Initials _____

- c) All commissions are to be paid to broker alone on <<Insert Settlement Date>> for commissions owed <<Insert Settlement Closing Date>>. Company reserves the right to deduct any monies owed for unpaid balances due the company or any other unpaid monies owed by Broker to Company. All unpaid balances owed Company shall be subject to late fees and/or interest if not paid within 30 days of notification.
- d) All commissions shall be paid to broker according to Exhibit A and no modification of this rate sheet or schedule shall be valid without the express written permission of the Company.
- e) All expenses or cost sharing must be approved in writing by the Company in advance of incurring the expense(s). All agreed upon expenses and cost sharing shall be deducted from Broker's commission at the date the expense is paid by Company or at the closing date of a commission cycle.
- f) Commissions may only be shared with another authorized Broker or authorized Company representative and must be approved by the Company prior to settlement date. Broker may not enter into any co-listing, co-marketing, partnership or other arrangement concerning the sale or commissions paid by Company to Broker without prior written approval.
- g) Commissions will only be paid on monies received by Company. Company reserves the right to modify or deduct all collections or legal expenses incurred from commissions for monies not collected from Broker's customers.
- h) Broker shall not be entitled to any draws against commission, salary, bonuses or any other compensation not set forth in Exhibit A.
- i) Broker is responsible for maintaining all licenses, fees, expenses or other related business obligations Broker incurs and Company shall not be responsible for any expense or obligation incurred by Broker in the execution of this Agreement or the rendering of the Services.

2. Services and Service Requirement.

Company Initials _____ Broker Initials _____

Broker agrees to develop and perform the sales, advertising and consulting services pursuant to the specifications set forth in Exhibit B attached hereto (the "Services").

3. Broker Commissions.

Broker shall earn a commission for all sales completed according to the Services and according to the commission and compensation schedule set forth in Exhibit A. For the purpose of this Agreement, Commission shall mean the net commission after fees and deductions are applied. Deductions may include but are not limited to: agreed upon marketing and advertising costs, unpaid balances owed to Company from Broker, taxes, fees, transaction fees, credit card fees, NSF fees, courier fees, reductions due to error or omissions, or fees for any incentive program that the Broker voluntarily participates in. All settlement closing dates determine when commissions and deductions shall be applied. Company shall not be responsible for commissions and compensation earned by Broker for sales that are later canceled, returned, revoked, made invalid, result in a chargeback or are otherwise not credited to the Broker for any reason. Company reserves the right to deduct commissions and fees paid to Broker from future commissions in order to bring incorrect commissions paid to Broker into balance. Monies received by Company that qualify for a commission occurring after the Broker or Company has terminated this Agreement shall be subject to <<Insert qualification here>>.

4. Ownership Rights.

- a) Broker shall endeavor to ensure that Company shall be able to retain, under the fullest extent under the law, all customer lists, contracts, records and all intellectual property rights in any text, images or other components created for Company pursuant to this Agreement.
- b) Broker agrees that any material, content, plan or idea prepared by Broker or submitted to Company for approval at any stage which is not utilized at the termination of this Agreement shall remain the property of Company.
- c) Upon termination or expiration of this Agreement, Broker agrees to be solely responsible for returning any Company materials, process

Company Initials _____ Broker Initials _____

documents, customer lists, contract lists, internal documents or advertisements. Broker may not copy or remove these company materials for any reason not related to the performance of his or her duties under this Agreement.

5. Non-Solicitation and Non-Compete.

Broker agrees not to provide any services or consulting for, or enter into any agreement with any company or individual engaged in a similar line of business, whether they compete directly or indirectly with Company for a period of << Insert number of years >> years after the expiration of this Agreement. Broker warrants that he or she is not currently subject to any agreement which limits, prevents or precludes his or her ability to render all of the services listed in Exhibit B. Further, Broker may not directly or indirectly solicit or influence any Company employee, agent, vendor or representative for the purpose of leaving the employment or existing relationship established with <<Company>>.

6. Confidentiality.

Broker acknowledges and agrees that the Services and all other documents and information related to the engagement of sales, marketing or advertisement development (the "Confidential Information") will constitute valuable trade secrets of Company. Broker shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without Company's prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the

DEMO CONTRACT

This demo contract has been truncated. The complete 6 page editable version of this document is available in the Contract Pack template collections

<https://www.proposalkit.com/htm/legal-contract-templates/advertising->

Company Initials _____ Broker Initials _____

<marketing-contracts/broker-commission-sales-agreement.htm>

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Company Initials _____ Broker Initials _____

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