

COMMISSION AGREEMENT

Location: _____ Date: _____

Parties:

Principal Name: _____

Address: _____

Contact Information: _____

Agent Information:

Agent Name: _____

Address: _____

Contact Information: _____

Agreement Details:

Description of Services: _____

Territory: _____

Term of Agreement: _____

Commission and Payment Terms:

Commission Rate (%): _____

Payment Schedule: _____

Method of Payment: _____

Clause 1 – Appointment and Acceptance

The Principal hereby appoints the Agent as its non-exclusive representative to solicit orders for the Principal's products and services in the agreed Territory, and the Agent accepts such appointment subject to the terms and conditions set forth herein.

Clause 2 – Duties of Agent

The Agent shall use reasonable efforts to promote and secure orders for the Principal's products and services, conduct business in a professional manner, comply with all applicable laws and regulations of Canada, and promptly communicate all inquiries and offers to the Principal.

Clause 3 – Commission

The Principal agrees to pay the Agent a commission as specified in this Agreement on all sales concluded with customers procured by the Agent, excluding any sales resulting from leads not generated by the Agent.

Clause 4 – Payment of Commission

Commission shall be payable within thirty (30) days after the Principal's receipt of payment from customers. No commission shall be payable on orders canceled or not paid, and no other remuneration shall be due to the Agent except as expressly stated herein.

Clause 5 – Expenses

Except as otherwise agreed in writing, the Agent shall bear all costs and expenses incurred in the performance of its

duties under this Agreement. The Principal shall not be responsible for any expenses unless expressly agreed.

Clause 6 – Confidentiality

The Agent shall keep confidential all information obtained concerning the Principal's business, customers, pricing, and products, and shall not disclose or use such information except for the performance of its obligations under this Agreement.

Clause 7 – Term and Termination

This Agreement shall commence on the date hereof and continue until terminated by either party upon thirty (30) days written notice. The Principal may terminate immediately for cause, including breach of material obligations by the Agent.

Clause 8 – Post-Termination

Upon termination, the Agent shall cease representing the Principal and shall return all materials. Commissions on sales concluded prior to termination shall be payable as specified. The Agent shall not solicit the Principal's customers for a period of twelve (12) months post-termination.

Clause 9 – Independent Contractor

The Agent is an independent contractor and nothing herein shall be construed to create a partnership, joint venture, or employment relationship. The Agent has no authority to bind the Principal except as expressly authorized in writing.

Clause 10 – Compliance with Laws

The Agent shall comply with all applicable laws, regulations, and ordinances of Canada relating to its activities under this Agreement, including but not limited to laws governing competition, anti-corruption, and privacy.

Clause 11 – Indemnification

The Agent agrees to indemnify and hold harmless the Principal from any claims, damages, or losses arising from the Agent's breach of this Agreement, negligence, willful misconduct, or failure to comply with applicable laws.

Clause 12 – Limitation of Liability

Except for indemnification obligations or willful misconduct, neither party shall be liable to the other for consequential, incidental, or punitive damages arising under this Agreement.

Clause 13 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflicts of law principles. The parties submit to the exclusive jurisdiction of the courts of Ontario.

Clause 14 – Entire Agreement

This Agreement, including any schedules or attachments, constitutes the entire agreement between the parties and supersedes all prior understandings, negotiations, and agreements, whether oral or written.

Clause 15 – Amendments

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

Clause 16 – Notices

All notices under this Agreement shall be given in writing and delivered personally, by registered mail, or by recognized overnight courier to the addresses set forth herein or such other addresses as the parties may designate in writing.

Clause 17 – Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

Clause 18 – Waiver

No failure or delay by either party in exercising any right or remedy shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of any right or remedy.

Clause 19 – Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including acts of God, war, terrorism, government actions, labor disputes, or other force majeure events.

Clause 20 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted electronically or by PDF shall be deemed originals.

PRINCIPAL'S SIGNATURE

AGENT'S SIGNATURE

Signature: _____

Signature: _____

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