ACME GLOBAL company

ACME GLOBAL Company
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INDEPENDENT CONTRACTOR SALES COMMISSION AGREEMENT

This Independent Contractor Sales Commission Agreement (shall be referred as "Agreement" hereinafter) is entered into by and between the following parties indicated below, as of the date of _____ .

Company

Contractor

The Company and the Contractor shall be hereinafter referred individually as "**Party**", jointly as "**Parties**".

In consideration of the mutual agreements and covenants herein contained, the parties agree under the following terms and conditions;

1. Subject of the Agreement

The subject of this Agreement is that the Company appoints the Contractor as an agent for the sale of the goods which the Company is exclusively authorized to sell.

The Company reserves the right to authorize other contractors in the region where the Contractor operates, taking into account the commercial potential of the region.

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2. Independent Contractor

Both Parties are independent contractors under this Agreement. Nothing herein contained will be deemed to create an employment, agency, joint venture or partnership relationship between the Parties hereto or any of their agents or employees, or any other legal arrangement that would impose liability upon one Party for the act or failure to act of the other Party.

The Contractor does not have the benefits of an employee such as paid leaves and other benefits allotted to an employee of the Company and shall solely be responsible for filing individual taxes, social security, and other mandatory contributions mandated by law.

3. Collection and Receipt

The Contractor shall collect all payments, insurance premiums, compensations, taxes from sales, income, among others, including other government remittances that are paid to the Contractor for the benefit of the Company.

4. Obligations of the Contractor

- The Contractor undertakes to make the wholesale and retail sale of the products of the Company, to display these products in the best way, and to make all the necessary efforts in its region for promotion and sales.

- The Contractor can not make any contract or commitment that will bind the company and put it in debt. In such a case, the Contractor is responsible for all the losses and damages of the Company.

- The Contractor can not sell the goods of third parties operating and competing in the same sector, unless it obtains the prior written consent of the Company.

- The Contractor may request the supply of marketing tools such as brochures and promotional documents from the Company in order to promote the products to its customers.

- The Contractor shall sell products under the Company's name. The Contractor shall not remove product labels, print different labels, or create the impression that products are manufactured by itself.

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5. Obligations of the Company

- The Company shall give detailed information to the Contractor about the products and their contents. In case the use of the goods or products of the Company require special knowledge or training, the Company shall provide the necessary training to the Contractor or its authorized employee.

- If the Contractor sends customer questions or product complaints to the Company, the Company shall respond within _____ weekdays.

- If the Company signs a contract with a third real or legal person in the same region, in the same sector and can compete with the Contractor, the Company shall immediately inform the Contractor.

- The Company sends the products to Contractor within 3 working days upon Contractor's order. In the event that the products cannot be shipped, the Company immediately notifies the Contractor and informs when shipping will be possible.

6. Commissions

The Contractor takes _____ % of the revenue from monthly sales as commission and sends the remaining amount to the Company on the _____ day of the following month at the latest.

7. Term and Termination

This contract entered into force on the date of signature of the parties and its duration is _____.

The Parties may terminate the contract without compensation, provided that _____ days' notice is given. In the event that the Contractor terminates this Agreement in this way, it shall send all the products in its possession to the Company at its own expense.

The Company reserves the right to terminate the Agreement immediately in cases where the Contractor violates any of the articles of this Agreement, established company policies or applicable laws.

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8. Confidentiality

The Parties to this Agreement agree that each shall treat as confidential all information provided by a party to the other regarding such party's business and operations, including without limitation the investment activities or price policies. All confidential information provided by a party hereto shall be used by the other Party hereto solely for the purposes of rendering services pursuant to this Agreement and shall not be disclosed to any third party without the prior consent of the providing party.

This clause is valid indefinitely after the expiration of the contract.

9. Separability Clause

In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

10. Amendments

This Agreement may be amended only by a written instrument which specifically refers to this Agreement and is executed by the Company and the Contractor. This Agreement shall not be deemed to be amended orally or by virtue of any continuing custom or practice.

11. Assignment

This Agreement shall be binding between the Company and the Contractor and any of the Parties are not entitled to assign and transfer their rights and obligations arising from this Agreement to third parties without prior written consent of the other Party.

12. Governing Law

This Agreement shall be governed, interpreted, and construed by the laws of the State of _____.

Company

Contractor

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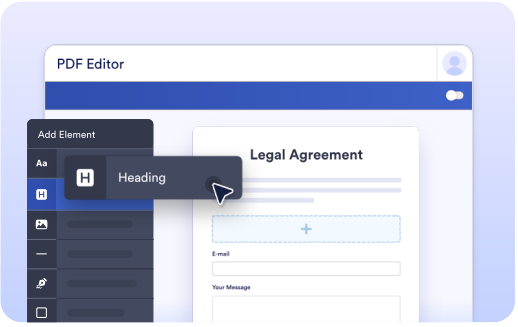

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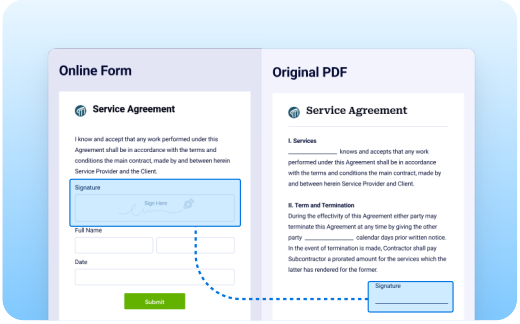

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