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**Sample Software Sales Manager Commission Plan
Template**

Industry: Software

CellarStone, Inc.
Producers of QCommission

To properly calculate and pay for this commission plan, please contact



www.qcommission.com
qc_sales@cellarstone.com

SALES COMMISSION AGREEMENT

DATE:

BETWEEN:

..... [company legal name] whose registered office is at
[address, city and country] and registration/fiscal number is, represented by
..... [surname and first name, position] (hereafter referred to as "the Principal"),

AND:

Alternative A [When the Agent is an individual and independent professional]

Mr./Ms., of legal age, [include professional qualification], Tax
Identification Number....., registered address, acting on his/her own behalf
(hereafter, "the Agent").

Alternative B [When the Agent is a company]

..... [company legal name] whose registered office is at
[address, city and country] and registration/fiscal number is, represented by
..... [surname and first name, position]. (hereafter referred to as "the Agent").

The two Parties acknowledge that they have the legal capacity to enter into this Agreement,
based on the following clauses:

1. OBJECT OF THE AGREEMENT

The Principal hires the Agent for the promotion and sale of:

Alternative A. The products which are described as follows:

Alternative B. The products listed in Annex 1 of this Agreement.

**ADDENDUM TO ECLIPSE IDENTITY RECOGNITION CORPORATION
("ECLIPSEIR") AND JM INTERNATIONAL LLC ("JMI")
INTERMEDIARY/FINDER/CONSULTANT AGREEMENT DATED SEPT. 1, 2011**

This Addendum is in reference to the **Intermediary-Finder-Consultant Agreement ("Agreement")** dated September 1, 2011 and signed between EclipseIR and JMI.

This Addendum is with respect to an acquisition/sale of EclipseIR by a third party ("Buyer") as a result of JMI's direct or indirect introduction of Buyer to EclipseIR as stipulated in the Agreement.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and/or additions in this Addendum as outlined below:

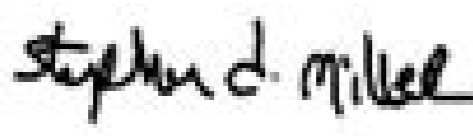
1. JMI shall receive six percent (6%) of the cash proceeds (or equivalent in stock if the sale is strictly a stock transaction) from the acquisition/sale of EclipseIR.
2. This addition shall be made valid as if it were included in the above mentioned Agreement and shall be attached to the Agreement as an Exhibit.
3. No other terms or conditions of the Agreement shall be negated or changed as a result of this Addendum.
4. Except as clarified by this Addendum, all other provisions of the Agreement shall remain in full force and effect.
5. This Agreement cannot be amended or modified except by written notification and consent by both parties.

ADDENDUM IS ACCEPTED BY THE PARTIES AND EFFECTIVE AS OF JUNE 15, 2012:

JM International LLC

Signature: 
Joseph K. Pettit, Managing Director

Eclipse Identity Recognition Corporation

Signature: 

INTERNATIONAL SALES COMMISSION AGREEMENT

DATE:

BETWEEN:

..... [company legal name] whose registered office is at
[address, city and country] and registration/fiscal number is, represented by
..... [surname and first name, position] (hereafter referred to as "the Principal"),

AND:

Alternative A [When the Agent is an individual and independent professional]

Mr./Ms., of legal age, [include professional qualification], Tax
Identification Number....., registered address, acting on his/her own behalf
(hereafter, "the Agent").

Alternative B [When the Agent is a company]

..... [company legal name] whose registered office is at
[address, city and country] and registration/fiscal number is, represented by
..... [surname and first name, position]. (hereafter referred to as "the Agent").

The two Parties acknowledge that they have the legal capacity to enter into this Agreement, based on the following clauses:

1. OBJECT OF THE AGREEMENT

The Principal hires the Agent for the promotion and sale of:

Alternative A. The products which are described as follows:

Alternative B. The products listed in Annex 1 of this Agreement.

PARTIES

This Commission Sales Agent Agreement ("Agreement"), created on October 14, 2028, is executed between Paratech Inc. at 1061 Catherine Drive, Fargo, North Dakota 58102 ("Company"), and Gina Weber at 3610 Findley Avenue, Wing, North Dakota 58494 ("Sales Agent").

The Company and the Sales Agent are each referred to as a "Party" and, collectively, as the "Parties" agree to the following:

NATURE OF AGREEMENT

The parties agree to enter into this Agreement to set the terms of the compensation of the Sales Agent in marketing and selling the products of the Company, such products are described in Annex A attached hereto named as List of Products and Services ("Products").

CONSIDERATION & PAYMENT

- The Company grants the Sales Agent a non-exclusive right to sell the Products within the territory described in Annex B as an independent contractor, not as an employee, agent, subsidiary, or affiliate of the Company.
- The Sales Agent shall earn a commission based on the sales transactions earned by the Sales Agent, each product shall have a corresponding commission rate as contemplated in the Commission and Schedule of Payment in Annex C.

COVENANTS, REPRESENTATIONS, & WARRANTIES

- The Sales Agent warrants that it is certified, licensed, and authorized to perform the obligations under this Agreement and shall use its best efforts to sell the Products within the territory.
- The Sales Agent agrees to furnish the Company with accurate and complete reports in the performance of the obligations herein.

GENERAL PROVISIONS

- This Agreement shall take effect on the date written above and shall continue for a period of one (1) year, unless terminated by either party for reasonable cause.
- The Sales Agent shall indemnify and hold harmless the Company against all claims, liabilities, and expenses arising from or in connection with the performance of the obligations under this Agreement.

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Commission sales agent agreement template doc

Example of commission agreement. How to write a sales commission agreement. Sales commission agreement example. Sample agreement for commission fees.

Created by:[Employer.FirstName][Employer.LastName][Employer.Company]Prepared for:[Representative.FirstName][Representative.LastName][Representative.Company]A sales commission agreement covers what incentives you can offer sales representatives who come to work for you or your company. It is often used in addition to a base salary agreement because it provides details on how a salesperson receives a commission on each sale. This sales commission agreement is entered into by and between [Employer.Company], "Employer," and [Representative.FirstName][Representative.LastName], "Representative." The purpose of this agreement is to document the sales commission structure that will govern compensation for goods or services sold by the Representative on behalf of the Employer. The purpose of this sales commission agreement template is to establish a formal contract between a company and an individual, in which that individual is authorized to sell the company's goods or services and agrees to be compensated according to the company's sales commission policy. There's always a chance that something happens beyond either party's control that impacts the agreement. If this happens, work that is complete should be paid, but the remaining contract may be voided. The laws of your state may affect what is considered acceptable in voiding a contract. This sales commission agreement serves as authorization for the Representative to sell goods or services on behalf of the Employer. These rights are non-transferable and non-exclusive. The Employer reserves the right to restrict the Representative's rights, including geographic restrictions. The Representative agrees to sell goods and services under the Employer's brand. Goods or services may not be rebranded for any reason. The Representative agrees to abide by the Employer's pricing policies. The Representative shall not offer discounts without the Employer's written approval. This section outlines the permissions that the business gives to the sales rep. If the product is not sold according to the guidelines, then the commission can be reduced or removed. Any breach of the agreement may void the terms of your payment. The Representative agrees to use company-provided and approved documentation and tools for recording, submitting, and tracking sales and opportunities. This includes the use of company order forms, CRM, and other systems as necessary. The Representative further agrees to avoid use of any documentation that has not been approved by the Employer for the purpose of this Sales Commission Agreement. If you expect your representatives to use certain branded documents, include them as part of the contract. If you expect documents to be shared with your business on a certain schedule, add that as well. You can list them in this section of the template, or attach blank versions of required documents at the end of the template.The Representative acknowledges that over the duration of the Agreement, they may become familiar with confidential information regarding the Employer. Therefore, during the term of this contract and for a period of (Number of years) years after the end of this Agreement, the Representative agrees that they will not, in any way, be involved in the operations of a business that is considered to be in competition with the Employer's current products and/or business. Nothing in this Agreement will prevent the Representative from being a passive owner of any such businesses with the understanding that they will not, in any manner, participate in the operations of that business. This is especially important if you have a sales agent working as an independent contractor. If you specialize in a particular field of work, negotiate the terms of your non-compete clause with wording such as "the sales associate may agree not to work with a competing business within 100 miles." If you require representatives to sign a separate non-compete agreement, be sure that this section of the sales commission agreement template matches that document's terms. The Representative shall act in the best interests of the Employer in regards to confidential information and intellectual property at all times. This includes refraining from disclosing any information deemed proprietary, sensitive, or confidential to any third party.It's important that the confidentiality of your business and clients are protected. Employees and contractors can slip up in casual conversation and, without meaning to do so, break the terms of this agreement. If you need to take legal action against a sales representative, you want to make sure that you have a solid case. A non-disclosure clause gives you that peace of mind. The Employer requires that the Representative meets a minimum sales quota to stay active as a [Representative.Title]. These quotas are established at the sole discretion of the Employer, as outlined in this Agreement. If the Representative doesn't meet sales quotas for (Number of Months) consecutive months, this Agreement may be terminated.The Employer expects each Representative to complete sales totaling (Number) in profit for the Employer per month. The sales total may vary based on the profit margin of each individual product sold. The Employer does not offer paid time off to employees in the role of [Representative.Title]. Any time off shall be unpaid. It is understood that the Representative is still responsible for meeting sales quota goals unless time off falls under the Family Medical Leave Act (FMLA) guidelines.The Representative is solely responsible for maintaining time records of their work hours and ensuring they take breaks as required by law in [Representative.State]. The Representative must record the time they begin work, end work, and take meal breaks. Any rest breaks of less than twenty (20) minutes are considered paid and do not need to be documented for the purposes of calculating hours worked. If the Representative does not take a non-working meal break during the workday as required by law, it may result in termination of this agreement.The Representative may earn compensation in different ways based on their performance. Each earning calculation is outlined clearly so that the Representative may calculate their anticipated earnings as they track their own performance. All earnings get calculated during a calendar month, regardless of the number of working days, holidays, or time off taken by the Representative.Use the text field in this section of the template to detail your company's sales commission policy. Be sure to list any relevant details, such as quotas, variable commission percentages, draws, or payout schedules. If you are going to reimburse for specific business expenses, it should be noted in the commission structure. The Representative earns a percentage of the profit made from each sale. The Employer calculates commission based on the profit amount of a single sale:Sales profits up to \$(Number) earn(Percentage)% commissionSales profits between \$(Number) and \$(Number) earn (Percentage)% commissionSales profits of \$(Number) or more earn (Percentage)% commissionThe Employer calculates percentages based on the business's profit on the sale. For example, if the Representative makes a sale of \$6,000, the commission would be calculated at 7%. If the profit margin on this sale is \$2,500, then the Representative earns \$175. The Employer pays commissions on the [Date] of each month for the previous month. For example, all commissions earned in January may be paid on February [Date] Multiple sales to a single individual or business during a calendar month do not accumulate for a higher earned rate. Each closed sale includes any number of items paid in full by a purchaser on a single invoice. If a sale is not finalized by the last day of the month, the commission is included on the next month's commission.If either party terminates this Agreement for any reason, the termination date is the last date that the Representative is eligible for earned commissions. Any sales completed after the date of termination are not eligible for commission payments.The Representative is rewarded for exceeding the sales quota during a calendar month based on the following calculation:Sales totaling up to \$(Number) earn (Percentage)% bonusSales totaling between \$(Number) and \$(Number) earn (Percentage)% bonusSales totaling of \$(Number) or more earn(Percentage)% bonusA quarterly bonus of \$(Number) is paid to any Representative who exceeds their sales quota by any amount \$(Number) months in a row. An annual bonus of \$(Number) is paid to any Representative who exceeds their sales quota by any amount for \$(Number) consecutive months in a calendar year. Bonuses do not compound as the sales quota increases. Bonuses are paid at the same time as monthly sales commission earnings.The hourly pay rate for the Representative is (Amount), which is the minimum wage in [Representative.State]. Commissions for sales are paid in addition to this rate. The Representative must document their working hours in the Employer's CRM and/or other documentation systems as outlined in the section titled "Documentation" above. If the Representative does not properly track their sales and sales efforts as expected, it may result in termination of the agreement.As a commission-based employee of [Representative.Company], the Representative is exempt from overtime pay. Any hours worked over forty (40) per calendar workweek shall be paid at the regular hourly rate.The Representative is subject to paying back commission on any items that a customer returns for any reason other than a product defect. Owed commission paybacks are calculated and taken out of the Representative's current month earned commissions. These paycheck amounts do not count against the monthly sales quota.The compensation of the Representative as a [Representative.Title] for [Representative.Company] is calculated as commissions and bonuses and may be in addition to hourly pay, if applicable. The commissions and bonuses paid to the Representative are based on sales performance and are strictly limited to the calculations defined in this Agreement.If the Employer needs to make adjustments or additions to the pay structure outlined in the Agreement, they must make an amendment to the document that both the Employer and Representative agree to in writing. Furthermore, the Representative agrees that this contract does not imply any definite length of employment with the Employer. The Representative and the Employer each maintain the right to terminate this agreement at any time without cause or notice required. The Representative understands that any commission for sales they are in the process of completing shall not be paid after the date of termination.A signed agreement is legally binding. Any verbal discussions or agreements do not apply. Both parties must agree on any changes and make amendments to the sales commission contract in writing. Once both parties have signed, you can download a copy for your files using the menu to the right. By signing below, the Employer and Representative agree to enter into this sales commission agreement with one another, and agree to the terms described herein. [Employer.Company]SignatureMM / DD / YYYY[Representative.Company]SignatureMM / DD / YYYY[Employer.FirstName][Employer.LastName][Representative.FirstName][Representative.LastName]Use PandaDoc's eSignature solution to finalize the agreement electronically from any device. Then, save the agreement securely in the PandaDoc platform for future reference. Post navigation