

SALES AGENT AGREEMENT

Principal:

Agent:

RECITALS:

WHEREAS, Principal desires to engage Agent to act as its sales agent for certain products, and Agent desires to accept such engagement under the terms and conditions set forth herein; NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Appointment and Acceptance

Principal hereby appoints Agent as its non-exclusive sales agent to solicit orders and promote sales of Principal's products (the "Products") within the defined territory and customer base, subject to the terms and conditions of this Agreement. Agent accepts such appointment and agrees to use reasonable efforts to promote and sell the Products.

2. Territory

Agent's appointment shall be limited to the following territory: _____. Principal reserves the right to sell Products directly or appoint other agents or representatives in the same or other territories.

3. Agent's Duties

Agent shall diligently represent and promote the Products in the Territory and shall promptly provide to Principal all inquiries, leads, and orders received. Agent agrees to comply with all applicable laws and regulations and shall conduct business in a professional and ethical manner.

4. Principal's Duties

Principal shall supply Agent with necessary information, marketing materials, and product availability updates. Principal shall be responsible for order acceptance, product delivery, warranty, and customer service.

5. Compensation

Agent shall be entitled to a commission of _____% on the net sales price received by Principal for Products sold through Agent. Commissions shall be payable within ____ days after Principal's receipt of payment from customers. Agent shall provide Principal with monthly sales reports upon request.

6. Term and Termination

This Agreement shall commence on the Effective Date and continue until terminated by either party upon ____ days written notice. Principal may terminate immediately for cause including breach, insolvency, or unethical conduct by Agent.

7. Confidentiality

Agent agrees to keep confidential and not disclose to third parties any confidential or proprietary information of Principal, including but not limited to pricing, customer information, and trade secrets, both during and after the term of this Agreement.

8. Independent Contractor

Agent shall act as an independent contractor and not as an employee, partner, or joint venturer of Principal. Agent shall be responsible for all taxes, insurance, and other obligations arising from its business activities.

9. Indemnification

Agent shall indemnify, defend, and hold harmless Principal from and against any losses, damages, liabilities, or expenses arising out of Agent's breach of this Agreement, negligence, or willful misconduct.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflicts of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

11. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered by hand, certified mail, nationally recognized overnight courier, or electronic transmission with confirmation, to the addresses on file for each party.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written, relating to the subject matter herein. Any amendments or modifications must be in writing and signed by both parties.

13. Severability

If any provision of this Agreement is held invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall remain in full force and effect.

14. Waiver

No waiver of any breach or default hereunder shall be deemed a waiver of any preceding or subsequent breach or default. All waivers must be in writing and signed by the party granting the waiver.

15. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken

together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding.

PRINCIPAL'S SIGNATURE

AGENT'S SIGNATURE

Signature: _____

Signature: _____

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