

## **EXCLUSIVE SOLICITATION/SALES COMMISSION AGREEMENT**

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This Exclusive Solicitation/Sales Commission Agreement (the "Agreement") is effective [DATE].

**BETWEEN:** [YOUR COMPANY NAME] (the "Company"), a company organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[YOUR COMPLETE ADDRESS]

**AND:** [COMPANY NAME] (the "Representative"), a company organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[COMPLETE ADDRESS]

**WITNESSTH THAT,** in consideration of the mutual convenience and undertakings hereinafter set forth, the parties hereto agree as follows:

### **1. OBJECT**

The Company hereby grants to Representative the sole and exclusive right to solicit and collect orders for the purchase of such company products described in Schedule A attached hereto (hereinafter referred to as "Products") from the customers listed in Schedule B attached hereto (hereinafter referred to as "Customers") within the geographic area described in Schedule C attached hereto (hereinafter referred to as the "Territory").

### **2. TERM**

This Agreement covers a period beginning [DATE], and terminating on [DATE]. Upon the expiry of this term, it shall be renewed automatically for an additional period of [NUMBER] years and thence similarly from year to year thereafter unless one party has given written notice to the other at least one month before the renewal date of its intention to terminate this Agreement.

This Agreement may also be terminated in accordance with Section 12 hereof.

### **3. BEST EFFORTS**

Representative agrees that its employee(s) will use his (their) best efforts to actively promote and increase the sale of the Products in the Territory and more specifically to reach the forecast listed in Schedule D hereto attached.

### **4. PROMOTIONAL MATERIALS**

The Company shall supply Representative, on request, copies of all materials describing or advertising the Products. Representative shall not distribute any other promotional materials than those furnished by the Company.