

# COMMISSION AGREEMENT

Parties: \_\_\_\_\_

## Principal Information:

Full Name/Company: \_\_\_\_\_

ABN / ACN: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Agent Information:

Full Name/Company: \_\_\_\_\_

ABN / ACN: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Agreement Details:

Description of Services: \_\_\_\_\_

Territory: \_\_\_\_\_

Term: \_\_\_\_\_

## Commission and Payment Terms:

Commission Rate (%): \_\_\_\_\_

Payment Method: \_\_\_\_\_

Payment Schedule: \_\_\_\_\_

### Clause 1 – Appointment of Agent

The Principal hereby appoints the Agent as its exclusive/non-exclusive agent to perform the services described herein within the specified territory, subject to the terms and conditions of this Agreement.

### Clause 2 – Duties of the Agent

The Agent shall use reasonable efforts to promote and solicit sales or contracts on behalf of the Principal. The Agent agrees to act in good faith, comply with all applicable laws including Australian Consumer Law, and keep the Principal informed of relevant activities.

### Clause 3 – Commission

The Principal agrees to pay the Agent a commission of the specified rate based on the net amount received by the Principal from sales or contracts procured by the Agent, excluding GST and any refunds or returns.

### Clause 4 – Payment Terms

Commission payments shall be made within a reasonable period after the Principal receives payment from the client. The Agent shall provide proper invoices and documentation to support commission claims.

### Clause 5 – Term and Termination

This Agreement shall commence upon execution and continue until terminated by either party with written notice. Termination does not affect commissions due for transactions completed prior to termination.

**Clause 6 – Confidentiality**

The Agent shall keep confidential all proprietary and business information of the Principal obtained during the course of this Agreement and shall not disclose such information to any third party except as required by law.

**Clause 7 – Compliance with Laws**

Both parties agree to comply with all applicable laws, regulations, and codes of conduct, including those related to anti-bribery, privacy, and consumer protection under Australian law.

**Clause 8 – Warranties and Representations**

Each party represents that it has the power and authority to enter into this Agreement. The Agent warrants that its services will be performed professionally and with due care.

**Clause 9 – Indemnity**

The Agent agrees to indemnify and hold the Principal harmless from any claims, damages, or losses arising from the Agent's breach of this Agreement or negligent acts.

**Clause 10 – Limitation of Liability**

Neither party shall be liable for any indirect, incidental, or consequential damages arising out of this Agreement to the extent permitted by law.

**Clause 11 – Dispute Resolution**

In the event of any dispute arising out of this Agreement, the parties shall attempt to resolve the matter amicably. If unresolved, disputes shall be subject to mediation, and if necessary, arbitration in accordance with the laws of Australia.

**Clause 12 – Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia and the State or Territory specified herein.

**Clause 13 – Entire Agreement**

This Agreement constitutes the entire agreement between the parties relating to the subject matter and supersedes all prior agreements, understandings, or representations.

**Clause 14 – Amendments**

Any amendment or modification of this Agreement must be in writing and signed by both parties.

**Clause 15 – Notices**

All notices required under this Agreement shall be in writing and delivered by hand, registered post, or electronic communication to the addresses provided.

**Clause 16 – Relationship of Parties**

Nothing in this Agreement creates a partnership, joint venture, or employment relationship between the parties. The Agent acts as an independent contractor.

**Clause 17 – Severability**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**Clause 18 – Counterparts**

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.

**PRINCIPAL'S SIGNATURE**

**AGENT'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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