Sales Commission Agreement

This agreement is made between the Company and the Salesperson named below and takes effect on the date of the last signature.

Company

LEGAL NAME

EMAIL

PHONE

GSTIN

ADDRESS

Salesperson

LEGAL NAME

EMAIL

PHONE

GSTIN

ADDRESS

Purpose

This agreement sets the commission plan for the Salesperson for the plan period below.

Plan

PLAN START

PLAN END

QUOTA (₹)

BASE RATE (%)

RATE ABOVE QUOTA (%)

CLAWBACK WINDOW (DAYS)

Payout

Payout frequency

◯ Monthly ◯ Quarterly

Specific terms

- Credit. A deal is credited when the customer signs and pays the first invoice.
- Clawback. Commission on a deal refunded or cancelled within the clawback window is recovered from future payouts.
- Disputes. Commission disputes are raised within 30 days of the statement.

Standard commercial terms

- Confidentiality. Prices, customer data and business plans shared under this agreement are kept confidential during it and for two years after.
- Liability. Neither party is liable for indirect or lost-profit losses. Each party's total liability is capped at the amount paid or payable in the 12 months before the claim, except for fraud or breach of confidentiality.
- Termination. Either party may end this agreement by written notice of the period below, or at once for a material breach not fixed within 15 days. Orders already accepted are completed.
- Force majeure. Neither party is liable for delay caused by events beyond its reasonable control, such as natural disasters, epidemics or government action.

Notice period to terminate

◯ Ends with plan period ◯ 30 days

Initials

General terms

- Governing law. This document is governed by the laws of India.
- Entire agreement. This document is the whole agreement between the parties on its subject and replaces earlier discussions.
- Amendments. Changes are valid only in writing signed by both parties.
- Severability. If a clause is unenforceable, the rest of the document still applies.
- Notices. Notices may be sent to the email addresses given above and take effect on delivery.
- Electronic signatures. The parties agree to sign electronically; electronic signatures and records are valid under the Information Technology Act, 2000.

Company

SIGNATURE

PRINTED NAME

DATE

Salesperson

SIGNATURE

PRINTED NAME

DATE