



Sales Commission Agreement

A Sales Commission Agreement is a contract between an employer and an employee/consultant for work paid on commission.

The Agreement is helpful for both employer and employee/consultant as it outlines the details of the work relationship. Terms include a definition of the expected commission percentages.

This Sales Commission Agreement covers Mellow Parenting Trainers, whether employed or consultants, when they sell Going Mellow, Mellow Bumps, Mellow Ready, Mellow Ability or Mellow Foundations training programmes. A percentage of the profit of each training will be paid to the Mellow Trainer who sells the training.

This Sales Commission Agreement (Agreement) is made and effective from (current date)

Between Mellow Parenting Trainer (name) (MP Agent), of
(address)

And Mellow Parenting Organisation, a Registered Scottish Charity with its
head office being located at Unit 4, Six Harmony Row, Glasgow G51 3BA

Whereas the Organisation wishes to market Mellow Parenting training described under The Products of Mellow Parenting Training:

Whereas the MP Agent is prepared to sell Mellow Parenting Training on behalf of the Organisation in return for a commission:

It is agreed as follows:

1. Selling Rights

- A] The Organisation grants the MP Agent the right to sell Mellow Parenting Training on behalf on the organisation through the United Kingdom for a period commencing 1st August 2019.
- B] The MP Agent may not sell or attempt to sell the Products outside of the UK.
- C] The MP Agent shall use his/her best efforts to sell Mellow Parenting training For the duration of the Selling Rights. At the request from time to time of the Organisation, the MP Agent shall furnish the Organisation with a reasonably details written report on his/her efforts to sell Mellow Training Programmes in the period specified by the Organisation.
- D] The MP Agent shall clearly identify him/herself as a duly authorised sales agent of the Organisation in the course of their efforts to sell training on behalf of Mellow parenting and may not see the training in his/her own name.

2. Training Fees

The Organisation shall fix the training programme fee and the MP Agent may only sell the training programme at the fee fixed by the Organisation.

3. Orders

- A] The MP Agent shall obtain written orders for the programme training from buyers, signed by or on behalf of the buyers, and remit the order to the organisation
- B] The Organisation shall use its best efforts to fill orders duly remitted by the MP Agent in accordance with this agreement as expeditiously as possible.

4. Commission

- A] The Organisation shall pay the MP Agent a commission of 5% for one day trainings, and 7.5% for three day trainings of the total profit, i.e. once all income and expenditure has been settled and presuming the training is not postponed or cancelled.
- B] The MP Agent is not entitled to any compensation for services performed or expenses incurred in connection with this agreement.

5. Advertising and Information Materials

For the duration of the selling rights, the Organisation shall furnish the MP Agent, at the Organisations cost, with reasonable quantities of advertising and user information materials, including research evidence, to aid the MP agent in selling the training.

6 Product Image

The MP Agent shall not do or permit anything to be done to prejudice the market image of the Mellow Programmes or the Organisation.

7 Restraint of Competition

The MP Agent shall not sell or in any way assist anyone else to sell, any products that compete with the Mellow Parenting Training within the UK for the duration of the Selling Rights and for the calendar year following termination of the Selling Rights.

8 Confidentiality

The MP Agent shall keep the Organisations business secrets, including but not limited to customer, supplier, logistical, financial, research and development information, confidential and shall not disclose them to any third party during and after termination of the Selling Rights.

9. Summary Termination of Selling Rights

If the MP Agent breaks any term of this agreement, the Organisation may summarily terminate the Selling Rights on notice in writing to the MP Agent.

10. Termination Consequences

On termination of the Selling Rights, for any reason, the MP Agent shall immediately cease to describe him/herself as an authorised sales agent of the Organisation and cease selling Mellow Parenting Training. There may be consequences on their position as a Mellow Trainer.

11. Assignment

The MP Agent shall not assign the benefit of this agreement or subcontract his obligations under this agreement without the consent in writing of the Organisation, for which consent may be withheld without good reason.

12. Fiduciary Relationship

The MP Agent accepts and acknowledges that the terms of this agreement are in addition to and do not detract from the ordinary fiduciary duties owed by the MP Agent to the Organisation.

13. Miscellaneous

- A] the capitalised headings in this agreement are only for convenience of reference and do not form part of or affect the interpretation of his agreement
- B] If any provision or part of any provision in this agreement for any reason, it shall be severed without affecting the validity of the balance of the agreement.
- C] Time is of the essence of this agreement
- D] There are no representations, warranties, conditions, terms or collateral contracts affecting the transaction contemplated in this agreement except as set out in the agreement.
- E] Nothing in this agreement is intended to constitute a partnership or a master and servant relationship between the parties.
- F] This agreement binds and benefits the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.
- G] This agreement is governed by Scots Law.

14. Legal Advice

The parties acknowledge that in reaching the terms of this Agreement, they have had the opportunity to seek separate legal advice in relation to its' terms and also in relation to the implications of signing the Agreement.

The Parties each hereby execute this Agreement as of (date)

Organisation

MP Agent

Authorised Signature

Signature

Print name and title

Print name and title

Witness to Organisation

Witness to MP Agent

Date of signing

Date of signing