

## SALES REPRESENTATIVE AGREEMENT

Agreement between The Real Insect Co., Inc. (Company) and

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(Sales Representative)

### **Sales Representative agrees to:**

1. Represent and sell the company's products specifically described as: jewelry, paperweights, and desktop decorations using real insect, flower and sea life specimens (except the seahorse and shark's teeth which are imitations). Sales are to all accounts opened by the Sale's Representative only and not the Company's existing customers.
2. Accurately represent and state Company policies to all potential and present customers.
3. Promptly mail in all leads and orders to the Company.
4. Inform the sales manager if the Sales Representative is representing, or plans to represent any other business firm. In no event shall Sales Representative represent a competitive company or product line either within or outside the designated sales area.
5. Maintain contact with the Company via telephone, e-mail, or other agreed upon means of communication with reasonable frequency to discuss sales activity within the territory.
6. Provide company 30-days' notice should the Representative intend to terminate this agreement.
7. Return promptly all materials and samples provided by the Company to the Representative, if either party terminates this agreement.

### **The Company agrees to:**

1. Pay the following commissions to the Sales Representative:
  - (a) 15 percent of all sales with combined total less than \$3,000 per calendar month.
  - (b) 20 percent of all sales with combined total between \$3,000 and \$9,999 per calendar month.
  - (c) 25 percent of all sales with combined total over \$10,000 per calendar month.

2. Negotiate in advance of sale the commission's percentage to be paid on all orders that the Company allows a quantity discount or other trade concession.
3. Provide the Sales Representative with reasonable quantities of brochures, catalogs, and any product samples required for sales purposes.
4. Grant Representative 30-days' notice should the Company wish to terminate this agreement.
5. Pay commissions to the Representative on sales from customers for a period of 30 days (one month) after this agreement is terminated by either party.

**In addition, both Parties agree:**

Commissions on refunds to customers or merchandise returned by the customer in which a commission has already been paid to the Representative shall be deducted from future commissions to be paid to the Representative by the Company.

This constitutes the entire agreement.

This agreement shall be binding upon the parties and their successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**COMPANY:**

**SALES REPRESENTATIVE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

THE REAL INSECT CO., INC.  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Print Name

Print Name

**ADDRESS:**

**ADDRESS:**

2860 SPRING STREET

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SUITE #3

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REDWOOD CITY, CA 94063

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650-261-9888 (office)  
650-261-9889 (fax)

Phone:  
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