COMMISSION AGREEMENT

Detailed Sales Commission Plan — Tiered Rates, Territory, Payouts & Clawbacks

Agreement No.: [REF-0000] Effective Date: [MM/DD/YYYY]

SECTION 1 — PARTIES

COMPANY	REPRESENTATIVE / AGENT
Legal Name: [LEGAL NAME]	**Name / Business:** [NAME / BUSINESS]
Address: [ADDRESS]	**Address:** [ADDRESS]
Authorized Signatory: [AUTHORIZED SIGNATORY]	**Email:** [EMAIL]
Email: [EMAIL]	**Tax ID (if applicable):** [TAX ID (IF APPLICABLE)]

SECTION 2 — RELATIONSHIP TYPE

- ☐ Employee — commission in addition to base salary of **[AMOUNT]**
- ☐ Independent sales agent / contractor (commission only)
- ☐ Referral partner — fee per qualified referral
- ☐ Exclusive in the territory below ☐ Non-exclusive

SECTION 3 — PRODUCTS, SERVICES & TERRITORY

Product / Service	Territory / Segment	Exclusive (Y/N)	Notes

SECTION 4 — COMMISSION RATE TIERS

Tier	Sales in Period (From – To)	Commission Rate	Applies To
1	**[AMOUNT]** – **[AMOUNT]**	**[%]**	**[MARGINAL / ALL SALES]**
2	**[AMOUNT]** – **[AMOUNT]**	**[%]**	
3	Above **[AMOUNT]**	**[%]**	

SECTION 5 — CALCULATION & PAYOUT

Commission base	☐ Gross sales ☐ Net sales ☐ Gross profit
Deductions from base	**[TAXES, SHIPPING, DISCOUNTS, RETURNS, BAD DEBT]**
Earned when	☐ Order accepted ☐ Goods delivered ☐ Customer payment received
Tier period	☐ Monthly ☐ Quarterly ☐ Annually
Payout schedule	By the **[DAY]** of the month following **[EARNING EVENT]**
Statements	Itemized commission statement with each payment

SECTION 6 — DRAW, CLAWBACK & EXPENSES

Draw against commission	**[AMOUNT]** per **[MONTH]** — ☐ recoverable ☐ non-recoverable

Clawback window	**[NUMBER]** days after sale for cancellations, refunds or non-payment
Split deals	**[RULE FOR SHARING COMMISSION]**
Reimbursed expenses	**[NONE / LIST — PRE-APPROVED ONLY]**

SECTION 7 — OBLIGATIONS & TERMINATION

7.1 Representative duties. The Representative will promote the products professionally, follow the Company's pricing and policies, and not make unauthorized promises to customers.

7.2 Company duties. The Company will provide product information and sales materials, process orders promptly and supply accurate commission statements.

7.3 Records and audit. The Representative may request reasonable access to records supporting commission calculations **[NUMBER]** times per year.

7.4 Termination. Either party may terminate with **[NUMBER]** days' written notice, or immediately for material breach.

7.5 Post-termination. Commission is paid on orders accepted before termination where customer payment is received within **[NUMBER]** days afterward; unrecovered draws are **[WAIVED / REPAYABLE]**.

7.6 Changes and law. Changes to this plan must be in writing and signed by both parties. Governing law: **[STATE/COUNTRY]**.

SECTION 8 — SIGNATURES

By signing below, the parties confirm they have read, understood and agree to every section of this Agreement.

Party	Signature	Printed Name & Date
Company		[NAME] · [DATE]
Representative / Agent		[NAME] · [DATE]