

## PROFIT SHARING CONTRACTUAL AGREEMENT

### PARTIES

- This Investment Contractual Agreement (hereinafter referred to as the **“Agreement”**) is entered into on \_\_\_\_\_ (the **“Effective Date”**), by and between \_\_\_\_\_, with an address of \_\_\_\_\_ (hereinafter referred to as the **“Company”**) and \_\_\_\_\_ with an address of \_\_\_\_\_ (hereinafter referred to as the **“Representative”**) (collectively referred to as the **“Parties”**).

### TERM

- This Agreement is valid from the day of its signing until \_\_\_\_\_.

### PROFIT SHARING

- The Parties hereby agree that the Representative is entitled to \_\_\_\_\_ % of the product profits. This is based on the direct result of the Representative’s efforts.
- The Parties agree that a “direct result” is defined as any contact made with a customer that led to a sale.
- The Parties further agree that profits are calculated as follows  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### RESPONSIBILITIES

- The Parties agree that the Representative is entitled to perform the research and any other duties required regarding potential customers, to complete paperwork (if any), and to perform any other tasks that may or may not be assigned by the Company.

### RELATIONSHIP OF THE PARTIES

- The Parties agree that the relationship between them will be as independent contractors.

### CONFIDENTIALITY

- During the Term and for a period of \_\_\_\_\_ years thereafter, the Representative agrees to maintain in confidence all the Company’s information disclosed that is identified as, or acknowledged to be, confidential at the time of disclosure (the **“Confidential Information”**), and shall not use, disclose or grant the use of the Confidential Information.

### **EFFECT OF TERMINATION**

Upon termination, the Parties agree on the following:

- The Representative will continue to receive his/her profit share resulting from the continuation of sales directing resulting from his/her effort.
- The Representative will be obliged to direct to the Company any inquiries or questions related to the product.
- The Representative will destroy/return any information that belongs to the Company that is in his/her possession.

### **AMENDMENTS**

- The Parties agree that any amendments made to this Agreement must be in writing where they must be signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

### **SEVERABILITY**

- In an event where a provision of this Agreement is found to be void and/or unenforceable by a court of competent jurisdiction, then the provisions remaining will continue to be enforced.

### **DISPUTE RESOLUTION**

- Any dispute and/or difference arising out of or related to this Agreement will be submitted to \_\_\_\_\_ (Arbitration/mediation/negotiation) according to, and subject to the laws of \_\_\_\_\_.

### **GOVERNING LAW**

- This Agreement will be governed by and construed according to the laws of \_\_\_\_\_.

### **ENTIRE AGREEMENT**

- This Agreement is complete and with respect to the subject matter herein, supersedes all and any prior agreements, understandings, and conditions, expressed or implied, written or oral, of any nature with respect to the subject matter herein.
- The expressed terms control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms herein.

**SIGNATURE AND DATE**

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout their signatures below:

COMPANY

REPRESENTATIVE

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DATE

DATE

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