

SALES REPRESENTATIVE AGREEMENT

TABLE OF CONTENTS

	PAGE
RECITALS	7
0.00 INTERPRETATION	7
0.01 Terminology	7
0.01.01 Activities	7
0.01.02 Agreement	7
0.01.03 Best Efforts	8
0.01.04 Breach	8
0.01.05 Change in Control	8
0.01.06 Clients	9
0.01.07 Code of Conduct	9
0.01.08 Confidential Information	9
0.01.09 Duties	9
0.01.10 Eligible Expense	10
0.01.11 Force Majeure	10
0.01.12 Intellectual Property	10
0.01.13 Law	10
0.01.14 Legal Representatives	11
0.01.15 PARTY	11
0.01.16 Person	11
0.01.17 Prime Rate	11
0.01.18 Products	11
0.01.19 Promotional Materials	11
0.01.20 Purchase Order	12
0.01.21 Related Person	12
0.01.22 Services	12
0.01.23 Term	12
0.01.24 Territory	12
0.01.25 Warranty	12
0.02 Entire Agreement	13
0.03 Applicable Law	13
0.04 Non-Compliance	13
0.04.01 Severability	13
0.04.02 Substitute Provision	13
0.05 Miscellaneous	13
0.05.01 Cumulative Rights	13
0.05.02 No Waiver	13
0.05.03 Time and Days	14
a) Time of the Essence	14
b) Computation of Time	14

SALES REPRESENTATIVE AGREEMENT

c) Delays	14
0.05.04 Financial References	15
0.05.05 Cross-References	15
0.05.06 Gender and Number	15
0.05.07 Headings	15
0.05.08 Presumptions	15
0.05.09 Knowledge.....	16
0.05.10 Approval.....	16
0.05.11 Accounting Standards.....	16
1.00 PURPOSE	16
1.01 Description of Position	16
1.02 Duties	16
1.03 Reporting	17
1.04 Obligation	17
2.00 CONSIDERATION.....	17
2.01 Base Salary	17
2.02 Deductions	17
2.03 Expenses	18
2.04 Commissions.....	18
2.04.01 Table of Commissions.....	18
2.04.02 Entitlement	18
2.05 Adjustments.....	18
3.00 TERMS OF PAYMENT.....	19
3.01 Payment of Base Salary	19
3.02 Commission.....	19
3.02.01 Calculation.....	19
3.02.02 Payment.....	19
3.02.03 Adjustments.....	19
a) Order Refused.....	19
b) Late Payment	20
c) Outstanding Account	20
3.02.04 Upon Termination	20
a) Calculation.....	20
b) Payment.....	20
3.03 Interest	20
3.04 Waiver of Compensation	21
3.05 Acceleration.....	21
4.00 SECURITY.....	21
5.00 MUTUAL REPRESENTATIONS AND WARRANTIES.....	21
5.01 Authority	21

SALES REPRESENTATIVE AGREEMENT

5.02	Binding Agreement.....	22
5.03	Canadian Resident	22
5.04	Commission	22
6.00	REPRESENTATIONS AND WARRANTIES OF CORPORATION	22
6.01	Status.....	22
7.00	REPRESENTATIONS AND WARRANTIES OF REPRESENTATIVE	22
7.01	Status.....	22
7.02	Disclosure	23
8.00	MUTUAL DUTIES AND OBLIGATIONS	23
8.01	Continuation of Representations and Warranties	23
9.00	DUTIES AND OBLIGATIONS OF CORPORATION	23
9.01	Promotional Materiel	23
9.02	Expenses	23
9.03	Territory	23
9.04	Filling Purchase Orders	23
9.05	Effective Date	23
9.06	Group Insurance.....	24
9.07	Retirement Plan	24
9.08	Employee Wellness Program.....	24
9.09	Vacations	24
9.10	Professional Fees	24
9.11	Workplace.....	25
9.12	Working Hours	25
9.13	Paid Holidays (<i>Ontario</i>)	25
9.14	Cell Phone.....	25
9.15	Company Vehicle	25
9.16	Personal Information	26
10.00	DUTIES AND OBLIGATIONS OF REPRESENTATIVE.....	26
10.01	Exclusivity	26
10.02	Best Efforts	26
10.03	Sale Price	26
10.04	Warranties.....	27
10.05	Promotional Material	27
10.06	Code of Conduct	27
10.07	Confidential Information	27
	10.07.01 Undertaking.....	27
	10.07.02 Duration of Undertaking	28
	10.07.03 End of Agreement	28
	a) Request for Return.....	28

SALES REPRESENTATIVE AGREEMENT

	b) Destruction.....	28
	10.07.04 Penalty	28
10.08	Intellectual Property	29
	10.08.01 Assignment and Waiver	29
	10.08.02 Use.....	29
	10.08.03 Property of EMPLOYER	29
10.09	Non-Competition	29
	10.09.01 Scope of Undertaking.....	29
	10.09.02 Breach of Undertaking	29
	a) Penalty	29
	b) Payment	30
	c) Protective Measures	30
	10.09.03 Reasonableness of Clause	30
10.10	Non-Solicitation of Clients	30
	10.10.01 Scope of Undertaking.....	30
	10.10.02 Breach of Undertaking	30
	a) Penalty	30
	b) Payment	30
	c) Protective Measures	31
10.11	Conflict of Interest	31
11.00	SPECIAL PROVISIONS.....	31
	11.01 Assignment	31
12.00	GENERAL PROVISIONS	31
	12.01 Notice	31
	12.02 Choice of Forum	31
	12.03 Counterparts.....	31
	12.04 Amendment.....	31
	12.05 No Waiver of Rights	32
	12.06 Electronic Transmission and Signature	32
	12.07 Language.....	32
13.00	TERMINATION	32
	13.01 By Mutual Consent.....	32
	13.02 By the CORPORATION	33
	13.02.01 Without Notice	33
	13.02.02 With Prior Notice	33
	13.03 By the REPRESENTATIVE	33
	13.04 Departure	33
14.00	EFFECTIVE DATE	33
15.00	DURATION	34
	15.01 Indefinite Duration.....	34

**SALES REPRESENTATIVE
AGREEMENT**

15.02 Probation Period 34
15.03 Survival..... 34
16.00 SCOPE 34

SCHEDULES

PAGE

SCHEDULE A – EXCERPT OF A RESOLUTION OF CORPORATION 36
SCHEDULE 0.01.09 – DUTIES 37
SCHEDULE 0.01.18 – PRODUCT LIST 37
SCHEDULE 0.01.22 – SERVICES 37
SCHEDULE 0.01.25 – WARRANTY 37
SCHEDULE 2.04.01 – TABLE OF COMMISSIONS 38
SCHEDULE 10.09.01 – NON-COMPETITION (PRODUCTS AND SERVICES) 38
SCHEDULE 10.10.01 – NON-SOLICITATION OF CLIENTS 38

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SALES REPRESENTATIVE AGREEMENT

EMPLOYMENT AGREEMENT (Sales Representative), entered into in the City of,
Province of, Canada.

BETWEEN: (*corporate name*), a legal person duly incorporated under the
..... *Act (name of statute under which the corporation was incorporated)*,
having its principal place of business at (*civic number and street name*), in
the City of (*name of city*), Province of (*name of province*),
....., (*postal code*), and duly registered under the designating
number in accordance with the *Act (name of the applicable statute governing the legal registration of the corporation)*, represented by
..... (*name of representative*), its (*title of representative*),
duly authorized for the purposes hereof as indicated in the resolution of the sole director
[OR board of directors], attached hereto as Schedule A;

(Authorized Representative) (if applicable, to be added after clause above)
, represented by (*name of representative*), its (*title of representative*),
duly authorized for the purposes hereof, as he/she so declares;

OR

(Authorized Representative by Resolution) (if applicable, to be added after clause above)
, represented by (*name of representative*), its (*title of representative*),
duly authorized for the purposes hereof as indicated in the resolution of the
sole director [OR board of directors], attached hereto as Schedule A;

HEREINAFTER REFERRED TO AS THE “CORPORATION”;

AND: (*name of sales representative*), (*occupation*),
domiciled and residing at (*civic number and street name*), in the City of
..... (*name of city*), Province of (*name of province*),
..... (*postal code*), doing business as (*business name*);

HEREINAFTER REFERRED TO AS THE “REPRESENTATIVE”;

HEREINAFTER COLLECTIVELY REFERRED TO AS THE PARTIES”.

CORPORATION	REPRESENTATIVE

SALES REPRESENTATIVE AGREEMENT

RECITALS

THE PARTIES DECLARE AS FOLLOWS:

- A) The CORPORATION carries on business in the sale and distribution of (describe products and services sold by corporation);
- B) The CORPORATION wishes to retain the REPRESENTATIVE as an employee of the CORPORATION as a sales representative for the purpose of selling its products and services;
- C) The REPRESENTATIVE declares that he¹ finds the salary and terms of employment offered by the CORPORATION to be satisfactory;
- D) Accordingly, the PARTIES wish to record the terms of their agreement regarding such purpose in a private instrument;
- E) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

0.00

INTERPRETATION

0.01 Terminology

Unless otherwise indicated herein or inconsistent with the context, capitalized words and expressions appearing in this agreement [and in any ancillary or subordinate documentation] will be interpreted as follows:

0.01.01 Activities

means, with regard to the CORPORATION, (describe its principal business activities);

0.01.02 Agreement

¹ Rather than making reference to both genders (e.g. "he/she" or he[she]), this template has been drafted in the masculine form and the drafter should make the appropriate modifications if the employee is a woman.

CORPORATION	REPRESENTATIVE

SALES REPRESENTATIVE AGREEMENT

means this agreement including its recitals and schedules, any related or ancillary documentation identified therein, as well as any amendments thereto that the PARTIES may make from time to time in accordance with Section 12.04 herein;

0.01.03 Best Efforts

means the efforts that a Person, including a PARTY, desirous of achieving a result and acting prudently and diligently would use in similar circumstances to maximize, to the extent reasonably practicable, the probability that a result will occur and includes the generally recognized or common trade practices of any trade or profession as well as the generally acknowledged best practices in a field of activity;

0.01.04 Breach

means, with respect to any representation or warranty, obligation or other provision of the Agreement:

- a) any misrepresentation, inaccuracy, error, or failure to disclose;
- b) any non-compliant performance or failure to perform an obligation; or
- c) any non-compliance, infringement, default or failure to satisfy any other provision;

0.01.05 Change in Control

means, regarding the CORPORATION, any of the following events:

- a) the direct or indirect acquisition by a Person, other than a Person already holding shares in that PARTY, of more than FIFTY PERCENT (50%) of the CORPORATION's voting rights by any Person;
- b) the acquisition by any Person, other than a Person holding shares in the CORPORATION, of the right to elect or appoint a majority of the directors in the CORPORATION;
- c) an agreement for the sale or disposition of all or substantially all of the CORPORATION's assets;
- d) a restructuring of the CORPORATION leading to an assignment of its rights under the Agreement of the CORPORATION to a Related Person;
- e) an amalgamation involving the CORPORATION; or

CORPORATION	REPRESENTATIVE

SALES REPRESENTATIVE AGREEMENT

- f)* the approval by the shareholders of the CORPORATION of a plan for its complete liquidation;

0.01.06 Clients

means any Person, served by the REPRESENTATIVE and situated in the Territory, that acquires Products and Services from the CORPORATION during the term of the Agreement;

0.01.07 Code of Conduct

refers to the employee manual, which sets out the CORPORATION's internal policy that applies to the REPRESENTATIVE, as may be revised from time to time;

0.01.08 Confidential Information

means any information (commercial, technical, scientific, financial, legal, personal or other information) that a PARTY discloses [before and] during the term of the Agreement and that the receiving PARTY, exercising reasonable business judgment, understands to be confidential, including, in particular, any information related to its Activities, business strategies and opportunities, finances, Intellectual Property, suppliers, clients or employees, but excludes:

- a)* information known to the receiving PARTY prior to the date of its disclosure;
- b)* information known by or available to the public prior to the date of its disclosure;
- c)* information that becomes known by or available to the public after the date of its disclosure and that does not result from a breach of the confidentiality undertaking by the receiving PARTY;
- d)* information received at any time by a Person who is not bound to one of the PARTIES by a confidentiality undertaking with regard to that information;
- e)* information independently produced by the receiving PARTY;
- f)* personal information provided by an individual when such information is being used for the purpose for which it was previously disclosed or any other purpose permitted by Law;

0.01.09 Duties

means, individually or collectively, all the main duties of the REPRESENTATIVE as an employee of the CORPORATION, which duties are described in detail in Schedule 0.01.09

CORPORATION	REPRESENTATIVE