



## COMMISSION SALES AGREEMENT

For an Independent Sales Representative (ISR) operating as a 1099 contractor

This Commission sales agreement is made in two original copies between **United Electronic Recycling, LLC (UER)** and [REDACTED] (the ISR).

Whereas UER wishes to market the products and services as described in Schedule A (the products)

And whereas the ISR is prepared to sell the Products on behalf of UER in return for a commission and other compensation listed in Schedule C (compensation)

It is agreed as follows:

### SELLING RIGHTS

1.01 UER grants the ISR the right to sell the Products on behalf of UER within the territory and for the period described in Schedule B (selling rights)

Commencing the date of [REDACTED]

1.02 The ISR may not sell or attempt to sell the Products outside of the territory described in Schedule B. Inquiries coming from an outside territory will be referred to the proper person within UER.

1.03 The ISR shall use his or her best efforts to sell the Products for the duration of the Selling Rights. At the request of UER, the ISR shall attend meetings, maintain office hours, and furnish UER with a reasonably detailed written report on his/her efforts to sell the Products in the period specified by UER.

1.04 The ISR shall clearly identify themselves as a representative of UER in the course of their efforts to sell the Products on behalf of UER and may not sell the Products in their own name.



## **PRODUCT PRICES**

2.01 UER shall fix the selling prices and permissible discount levels (if any) of the Products and the ISR may only sell the Products at the selling prices fixed by the Principal.

## **ORDERS**

3.01 The ISR shall obtain written list for the Products from customers, signed by or on behalf of the customer, and remit the list to UER.

3.02 UER shall use its best efforts to complete processing when duly remitted list by the ISR in accordance with this agreement as expeditiously as possible.

## **COMMISSION**

4.01 UER shall pay the ISR a commission based on the conditions set forth in Schedule C (compensation), exclusive of any sales taxes or shipping of the list or part of each list of Products duly remitted by the ISR in accordance with this agreement which is paid for in full, inclusive of any sales taxes, and which is not subsequently returned for a refund.

4.02 UER may accept the return of Products for a refund or partial refund in its sole desecration.

## **TRAINING**

5.01 At the request of the ISR, UER shall train the ISR in the proper selling process while representing UER.

## **ADVERTISING AND INFORMATION MATERIALS**

6.01 For the duration of the Selling Rights, UER shall furnish the ISR with reasonable quantities of collateral and customer information materials to aid the ISR in selling the Products.

## **PRODUCT IMAGE**

7.01 The ISR shall not do or permit anything to be done to prejudice the market image of UER.



## **RESTRAINT OF COMPETITION**

8.01 The ISR shall not sell, or in any way assist anyone else to sell, any products that compete with the Products UER within the territory described in Schedule B for the duration of the Selling Rights without the written consent of UER.

## **CONFIDENTIALITY**

9.01 The ISR shall keep UER 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 without the written consent of UER.

## **SUMMARY TERMINATION OF THE SELLING RIGHTS**

10.01 If the ISR breaks any term of this agreement, UER may summarily terminate the Selling Rights on notice in writing to ISR.

## **TERMINATION CONSEQUENCES**

11.01 On termination of the Selling Rights for any reason, the ISR shall immediately cease to describe themselves as a representative of UER and cease selling the Products.

## **ASSIGNMENT**

12.01 The ISR shall not assign the benefit of this agreement or sub contract these obligations under this agreement without the consent in writing of UER, which consent may be withheld without good reason.

## **MISCELLANEOUS**

13.01 If any provision or part of any provision in this agreement is void for any reason, it shall be severed without affecting the validity of the balance of the agreement.

13.03 This agreement binds and benefits the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.

13.04 This Agreement is governed by the laws of the State of Texas.



Executed on the date of \_\_\_\_\_

Signed by:

\_\_\_\_\_ (Signature of UER)

\_\_\_\_\_ (Print Name of UER)

\_\_\_\_\_ (Signature of ISR)

\_\_\_\_\_ (Print name of ISR)



## Schedule A

### The "Products"

The "Products" of United Electronic Recycling consist of the following items and services.

- 1.) Electronic Recycling/Disposal
- 2.) Data Destruction Services
- 3.) Asset Recovery – refurbishes and resells

Executed on the date of \_\_\_\_\_

Signed by:

\_\_\_\_\_ (Signature of UER)

\_\_\_\_\_ (Print Name of UER)

\_\_\_\_\_ (Signature of ISR)

\_\_\_\_\_ (Print name of ISR)



## Schedule B

### The "Selling Rights"

Whereas UER joins in an engagement with an Independent Sales Representative as a commissioned sales person

\_\_\_\_\_ (name of ISR)

under the terms of the accompanying Commission Sales Agreement for a period of one year commencing on \_\_\_\_\_ (enter start date) depending on the Agreement date, or until such a time when either party decides to terminate engagement.

The ISR territory for this program includes and is limited to:

**United States of America**

Executed on the date of \_\_\_\_\_

Signed by:

\_\_\_\_\_ (Signature of UER)

\_\_\_\_\_ (Print Name of UER)

\_\_\_\_\_ (Signature of ISR)

\_\_\_\_\_ (Print name of ISR)



United Electronic Recycling, LLC

## Schedule C

### "Compensation"

Compensation is based on performance and performance only. There is no base pay. Commissions will be paid after the goods are received and sorted. Commissions are paid on either the 10<sup>th</sup> and/or 25<sup>th</sup> of each month.

#### General Sales

- 30% Commission for the first 90 days per customer
- 10% Residual after 91 days
  - For as long as you are an ISR for UER

#### Bonus

- 3 New Customers within first 30 days
- Addition 5% for those customers first 90 days

Executed on the date of \_\_\_\_\_

Signed by:

\_\_\_\_\_ (Signature of UER)

\_\_\_\_\_ (Print Name of UER)

\_\_\_\_\_ (Signature of ISR)

\_\_\_\_\_ (Print name of ISR)