

COMMISSIONED SALES AGENT AGREEMENT

Between :

Smith Consulting Group
3292 Thompson Bridge Road
Suite 360
Gainesville, Georgia, 30506
USA
Herein referred to as “SCG”

And :

[Commissioned Sales Agent Name]
[Address]
Herein referred to as “[Abbreviated Name]”

The following outlines the general terms and conditions according to which SCG appoints [Abbreviated Name] as its Commissioned Sales Agent for the promotion of SCG’s Products and Services (herein called the “Products”) identified at Appendix A of this Agreement.

1. MANDATE:

The country(ies) (hereinafter called the “Territory”) in which [Abbreviated Name] shall undertake the mandate specified in this Agreement is(are) identified in Appendix B of this Agreement. Appendix B will be revised from time to time to reflect the agreement between the Parties on the Territory.

The incorporation of any given country in the Territory shall be based on the submission by [Abbreviated Name] and approval by SCG of a detailed specific marketing plan.

The deletion of any given country from the Territory shall be based on the default by [Abbreviated Name] to implement the previously approved marketing plan for that country.

In the execution of its mandate, [Abbreviated Name] shall:

- i. Make its best efforts to promote the Products, secure orders or contracts for the Products and generally to enhance business interests of SCG in the Territory.

- ii. Identify and recommend to SCG the best suited in-country agents and/or negotiate the appropriate agency agreements under the instruction of SCG.
- iii. Keep SCG informed of all request(s) received for the Products originating from Customers established in the Territory.
- iv. Supply to SCG all information related to the procurement methods that could influence the sales and provide guidance and advice to SCG on the strategy to be adopted to obtain orders/contracts for the Products.
- v. Obtain all necessary information required for the qualification and registration of SCG into the supplier's database of the customers. [Abbreviated Name] will assist and facilitate during that process.
- vi. Supply to SCG any historical background information and all relevant intelligence about past acquisition contracts passed by the customers for similar or equivalent Products including, whenever possible, prices paid, supplier, conditions.
- vii. Assist SCG in the RFP review process and in the preparation of the offers.
- viii. Submit offers to the Customers.
- ix. Participate actively with orders/contracts negotiation under the instructions from SCG.
- x. Assist SCG in the execution of orders/contracts by granting its support in activities such as, but not limited to: shipping, customs clearance, export/import regulations, Products acceptance, payments.
- xi. Conform with other provisions included in the Notice of Marketing Plan Requirements signed on [Date Signed] and incorporated to the present agreement under Appendix C.

- i. **Specifically:** Never have direct contact with any of SCG's clients. All communication must be directly with SCG's project manager.

For the duration of this agreement, [Abbreviated Name] commits to provide its services at the best of its capabilities and in accordance with the highest standards of the industry.

2. REMUNERATION

In consideration for the services rendered, SCG shall pay to [Abbreviated Name] a commission calculated as a percentage of the Sales Price for each individual order/contract for the Products on the Territory secured by SCG with the assistance of

[Abbreviated Name]. Unless otherwise agreed to by the Parties prior to the submission of the offer to the Customer, the rate of commission will be ____ Percent

The commission will be due and payable pro-rata the corresponding payment received by SCG from the Customer and upon receipt of [Abbreviated Name] invoice.

Moreover if the agreement between SCG and [Abbreviated Name] is not renewed or is terminated in accordance with paragraph 4 below, [Abbreviated Name] will be entitled to all commissions due for all individual orders/contracts received by SCG before the date of termination of the agreement and for a period of six month after that date.

3. EXPENSES

[Abbreviated Name] shall conduct its business in its own name, maintain appropriate facilities, and be responsible for the entire cost of its own operations (including personnel) and all other expenses related to the performance of its responsibilities under this Agreement, including, but not limited to, travel, telephone, facsimile, postage, and entertainment expenses.

4. DURATION

Appendix B will state the validity of this Agreement for any given country included in the Territory. The Parties may agree to extend the validity at any time.

Each Party will have the right to terminate the agreement on any given country at any time with a ninety (90) days written notice to the other Party.

5. EXCLUSIVITY

[Abbreviated Name] commits that for the duration of the agreement, it will not accept any mandate from a company that offers products directly in competition with SCG Products covered by this Agreement; and, unless otherwise agreed to by [Abbreviated Name] which agreement shall not be unreasonably withheld, SCG commits to collaborate exclusively with [Abbreviated Name] for the sales and marketing of the Products in the Territory.


6. CONFIDENTIALITY

[Abbreviated Name] commits to keep confidential for the duration of the agreement and after its expiration, all confidential information it may obtain from or on behalf of SCG in the frame of the Agreement; unless it has received prior authorization from SCG to release the confidential information or if the said information is or falls into the public domain.

7. OTHER PROVISIONS

- i. [Abbreviated Name] will take its instruction from Billy P. Smith, and/or from the person he will designate.
- ii. Unless confirmed otherwise in writing, [Abbreviated Name] shall not act as legal representative or agent or employee of SCG and shall have no right or authority to assume or create, in writing or otherwise, any obligation of any kind, expressed or implied, on behalf and/or in place of SCG.
- iii. [Abbreviated Name] shall be allowed to make use of the SCG logo on its business cards and a letter confirming its mandate shall be issued by SCG for presentation to Customers whenever required.


8. SIGNATURES

 _____
[Name]
[Commissioned Sales Agent Name]
Tel: _____
Mobile: _____
Fax: _____
Email: _____

Date: _____

 _____
Billy P. Smith
Smith Consulting Group
Tel: +1(770) 509-0708
Fax: +1(678) 921-2173
Email : consultbps@smithTandL.com

Date: _____

 _____
[Name]
[Commissioned Sales Agent Name]
Tel: _____
Mobile: _____
Fax: _____
Email: _____

APPENDIX A

LIST OF PRODUCTS AND SERVICES

1. Armoured vehicles (M113, M548, M577, M578 & M109 self propelled Howitzer)

APPENDIX B
TERRITORY

<u>Country</u>	<u>Period of Validity</u>

APPENDIX C

NOTICE OF MARKETING PLAN REQUIREMENT