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| **Prepared for:**  Client Name [Client. Company] |

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| **Prepared by:**  Sender Name [Sender. Company] |

This Profit-Sharing Agreement (the “Agreement”) is entered into as of date by and between [Sender. Company] having its principal place of business located at address (the “Company”) and [Representative] having its principal place of business located at address (the “Representative”), both of whom agree to be bound by this Agreement.

WHEREAS, the Company has developed product (the “Product”) and holds ownership of all intellectual property rights in the Product;

WHEREAS, the Company desires to hire the Representative to market the Product for sale; and

WHEREAS, the Company and the Representative desire to enter into an arrangement whereby partners will share the profits realized from the sale of the Product due to the efforts of the Representative according to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Company and the Representative (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

1. **TERM.** This Agreement shall last from the date of execution until terminated by thirty (30) days’ written notice by either party.

2. **EFFECT OF TERMINATION.** Upon termination according to section 1, the following shall occur:

1. The Representative shall continue to receive the profit share described herein from any continuing sales as a direct result of the Representative’s efforts;
2. The Representative shall direct all further inquiries regarding the Product back to the Company;

The Representative shall return or destroy any physical or digital copies of the Company’s proprietary information in its possession including (but not limited to) marketing material, business plans, customer lists, and pricing information.

3. **RESPONSIBILITIES OF REPRESENTATIVE.** In consideration for the profit share granted herein, the Representative shall perform the following duties:

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1. Performing research and other prospecting duties with regard to potential customers;
2. Completing paperwork as needed; and
3. Performing other such duties and services as may be assigned by the Company to accomplish the aims of this Agreement in the time, place, and manner deemed appropriate by the Representative.

4. **PROFIT SHARE.** In consideration for the duties performed hereunder, the Representative shall be entitled to percent of the profits earned for sales of the Product that are a direct result of the Representative’s efforts.

1. To be considered a “direct result” of the Representative’s efforts, substantially all of the contact with a customer that leads to a sale must have been made by the Representative. Although initial contact and contact at the sale point shall be factors to consider, they are not determinative of such sale being a “direct result” of the Representative’s efforts.

1. “Profits” are deemed to be calculated by the sale price less any expenses by the Company paid on behalf of the Representative in furtherance of the sale and the cost of goods sold.
2. INDEPENDENT CONTRACTOR. The Parties agree that the Parties shall be considered independent contractors and not agents or employees of the other Party. Neither Party shall have authority to make any statements, representations or commitments of any kind, nor to take any action which shall be binding on the other Party, except as may be expressly provided for herein or authorized in writing.

Tip: Even with this clause, the instruction to consult with an attorney still applies as this is not determinative by itself. It always depends on the actual circumstances of the Parties.

1. CONFIDENTIALITY. The Representative shall not, in any fashion, form, or manner, either directly or indirectly:
2. Disclose or communicate to any party any information relating to the Company’s business or the Product including (but not limited to) customer lists, price points, or marketing plans (the “Confidential Information”);
3. Duplicate any Confidential information;
4. Use any Confidential Information other than solely for the benefit of the Company; or
5. Assist a third party in using any Confidential Information in any manner but solely for the benefit of the Company.
6. APPROVAL OF MARKETING MATERIAL. The Representative shall receive written confirmation from the Company in using any marketing materials related to the Product that were not directly provided by the Company.

Tip: This is important to maintain consistency in the message being delivered to the Company’s customers by the Representative.

1. EXPENSES. The Representative shall not be entitled to reimbursement for any expenses except those that have been previously approved in writing by the Company. Should the Company require travel by the Representative, the Company shall reimburse the Employee for such travel expenses, along with reasonable lodging and meal expenses upon presentation of receipts of such expenses.

Tip: This section can be tweaked to reflect a different arrangement but as it stands, the Representative is responsible for all expenses other than required travel unless receiving written confirmation from the Company.

1. INDEMNIFICATION. The Representative agrees to defend, indemnify, and hold harmless the Company from and against any all-third-party claims (or other actions that could lead to losses by the Company) that are based upon the Representatives (a) violation of the law, (b) violation of this Agreement, or (c) violation of any third party’s rights.

Tip: This section of the Profit-Sharing Agreement is to protect the Company from the Representative acting illegally or harmfully on its behalf. In other words, the Representative will have to cover all costs related to lawsuits that stem from the Representative’s bad acts.

1. NO MODIFICATION UNLESS IN WRITING. No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.
2. ENTIRE AGREEMENT. This Agreement represents the full understanding of the Parties and shall supersede all previous oral or written agreements regarding the subject matter herein.
3. APPLICABLE LAW. This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of state and subject to the exclusive jurisdiction of the federal and state courts located in county, state.

IN WITNESS WHEREOF, each of the Parties has executed this Consulting Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

## 1. PURPOSE & SCOPE.

The purpose of this Memorandum of Agreement is to set forth the terms and conditions, scope of work and responsibilities of the parties associated with their collaboration on describe project.

Specifically, both parties will cooperate to develop specifics and objectives related to product.

## 2. BACKGROUND.

Both parties see the benefits of this project, have a desire to pursue the project and have determined that each brings unique expertise and experience necessary to accomplish the objectives outlined above.

[Client. Company] has unique expertise and experience in the following areas:

[Sender. Company] has unique expertise and experience in the following areas:

## 3. [Client. Company] RESPONSIBILITIES.

[Client. Company] shall undertake the following activities under this MOA:

## 4. [Sender. Company] RESPONSIBILITIES.

[Sender. Company] shall undertake the following activities under this MOA:

## 5. TERMS AND CONDITIONS.

It is mutually understood and agreed by and between the parties that:

1. Each party takes legal and financial responsibility for the actions of its respective employees, officers, agents, representatives and volunteers. Each party agrees to indemnify, defend and hold harmless the other to the fullest extent permitted by law from and against any and all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney’s fees, arising out of or resulting from the indemnifying party’s acts or omissions related to its participation under this Memorandum of Agreement, and each party shall bear the proportionate cost of any damages attributable to the fault of such party, its officers, agents, employees and independent contractors.  It is the intention of the parties that, where fault is determined to have been contributory, principles of comparative fault will be applied.
2. Each party, at its sole cost and expense, shall carry insurance or self-insure to cover its activities in connection with this MOA, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder.
3. This MOA may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.
4. This MOA may be terminated by mutual agreement of the parties, and shall automatically terminate upon completion of all responsibilities as stated herein, unless otherwise amended.

## 6. FUNDING; COSTS.

The parties shall each be solely responsible for any and all costs associated with their responsibilities under this MOA.

## 7. EFFECTIVE DATE AND SIGNATURE.

This Memorandum of Agreement shall be effective upon the date of the last party to sign this MOA below. The parties indicate agreement with this Memorandum of Agreement by their signatures below.

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| [Sender. Company] | [Client. Company] |