

Sales Agent Agreement

This Sales Agent Agreement (the "Agreement") is made and entered into as of _____/_____/2023 by and between Pacific Software Publishing, Inc. ("PSP"), a corporation organized under the laws of the State of Washington with its headquarters located at 1404 140th PL NE, Bellevue, WA 98007, and _____ ("Agent"), an individual with a mailing address at _____.

WHEREAS, PSP desires to engage Agent as an independent contractor to promote and sell PSP's web hosting, email hosting, domain registration, and SSL certificate services (collectively, the "Services") to customers in Agent's territory; and

WHEREAS, Agent desires to promote and sell the Services on behalf of PSP.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PSP and Agent agree as follows:

SCOPE OF SERVICES

(a) The Agent shall be responsible for promoting and selling PSP's Services to customers within their designated territory.

(b) In consideration of the Agent's efforts, PSP agrees to pay the Agent a commission of 30% of the ordered amount for a period of three (3) years from the date of the initial payment made by the customer. PSP shall initiate commission payments to the Agent by check or bank wire transfer on the last day of the month following the month in which the payment is made by the customer to PSP for the ordered service.

(c) The Agent shall provide PSP with the contact person's name, company name, address, email, and phone number of any customer to whom they sell PSP's services within two (2) weeks of the purchase.

SALES TARGETS

(a) The Agent shall use its best efforts to promote and sell the Services.

(b) PSP may set sales targets for the Agent from time to time. The Agent agrees to use commercially reasonable efforts to meet these sales targets.

TERM AND TERMINATION

This Sales Agent Agreement (the "Agreement") shall commence on the date of its execution by both parties and shall continue until terminated by either party upon thirty (30) days' written notice or in accordance with this Agreement.

Either party may terminate this Agreement upon written notice if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the breach.

In addition, PSP may terminate this Agreement if there is no sale registered by Agent for a period of three (3) consecutive months.

This Agreement shall become void if the Agent goes out of business or is unable to perform its obligations under this Agreement for any reason.

Upon termination of this Agreement, PSP shall continue to pay Agent a commission of 30% on sales made during the term of this Agreement, but not exceeding three (3) years from the date of termination.

This Agreement is not transferable without the prior written consent of both parties.

CONFIDENTIALITY

The Agent shall keep confidential all non-public information of PSP, including but not limited to customer lists, pricing information, marketing plans, and other proprietary information. The Agent shall not disclose such information to any third party without PSP's prior written consent.

INDEMNIFICATION

The Agent shall indemnify and hold PSP harmless from any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with the Agent's promotion or sale of the Services.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflict of laws provisions. The parties agree that any disputes arising out of or in connection with this Agreement shall be resolved by the King County Court in the State of Washington.

AMENDMENT

This Agreement may not be amended except in writing signed by both parties.

ASSIGNMENT

The Agent may not assign this Agreement or any of its rights or obligations hereunder without the PSP's prior written consent. Any attempt to assign this Agreement or any of its rights or obligations without such consent shall be null and void. Notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

NOTICES

All notices, requests, demands, and other communications related to this Agreement may be delivered via email and shall be deemed to have been duly given: (i) when sent to the designated email address provided below or (ii) when confirmed as successfully delivered by the email service provider. The email addresses for each party shall be as follows:

PSP:

Email: Ken.uchikura@pspinc.com

Agent:

Email: _____

Alternatively, if either party wishes to deliver notices through traditional written means, the following provisions apply:

Notices delivered by hand shall be deemed duly given upon delivery.

Notices deposited with an overnight courier service shall be deemed duly given one (1) business day after deposit.

Notices deposited in the mail, postage prepaid, certified or registered, return receipt requested, shall be deemed duly given five (5) business days after deposit.

The address for PSP is:

Pacific Software Publishing, Inc.

1404 140th PL NE, Bellevue, WA 98007, USA

For the Agent, please provide the relevant address details

ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral. This Agreement may not be amended or modified except in writing signed by both parties.

COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Sales Agent Agreement as of the date first written above.

Pacific Software Publishing, Inc.:

_____ Date ____/____/2023
Authorized Signatory

Agent:

_____ Date ____/____/2023
Authorized Signatory