



## **COMISSION PARTNER AGREEMENT**

This Commission Partner Agreement (“Agreement”) is entered into as of \_\_\_\_\_, (“Date”), by and between Valexity Technologies (“Company”), with its principal place of business at 3855 County Farm Road, Hanover Park, IL 60133, and \_\_\_\_\_ (“Partner”), with its principal place of business at \_\_\_\_\_ (“Partner Address”). Collectively, the Company and the Partner may be referred to as the “Parties.”

### **SECTION 1: DEFINITIONS**

- 1.1 **“Commission”** means the compensation payable by the Company to the Partner for an Eligible Commission in accordance with Exhibit A.
- 1.1.2 **“Acknowledged Commission”** means a potential commissionable sale opportunity that the Company has confirmed in writing as originating from the Partner. The Company may, in its sole discretion, reject any opportunity that does not meet Company requirements, is already in process with the Company, or involves an existing customer.
- 1.2 **“Eligible Commission”** is defined as an Acknowledged Commission that fulfills the following
- Results in a Qualified Sale;
  - The Company receives Collected Revenue from that sale;
  - The opportunity was not already an existing customer or in active negotiations prior to the Partner’s involvement;
  - The sale complies with all applicable laws and does not harm the reputation of the Company.
- 1.3 **“Qualified Sale”** means a customer transaction for the Company’s products or services in which the Partner materially assisted during the sales process, and which has resulted in Collected Revenue actually received by the Company.
- 1.4 **“Collected Revenue”** means funds actually received by the Company from a Qualified Sale, net of taxes, refunds, credits, or chargebacks.
- 1.5 **“Referred Client”** means any potential customer or client that has been directly introduced to the Company by the Partner and accepted by the Company as an Acknowledged Commission opportunity.

### **SECTION 2: DUTIES AND OBLIGATIONS**

#### **2.1 Duties of the Partner**

- Actively promote and assist in securing sales of Company products and services in a professional and ethical manner;
- Provide introductions, demonstrations, or material support during the sales process;
- Submit opportunities in the form required by the Company.

#### **2.2 Duties of the Company**

- Provide Partner with training, product information, and marketing support as reasonably needed;
- Track Partner’s activity and confirm in writing which sales qualify as “Qualified Sales” under this Agreement.



- Pay Partner commissions in accordance with Section 3 and Exhibit A.

### **SECTION 3: COMPENSATION**

3.1 **Commission** agrees to pay the Partner a commission only on Qualified Sales based on Collected Revenue received by the Company from the client. No commission shall be deemed earned, accrued, or payable unless and until the applicable revenue has been collected.

#### **3.2 Referred Client Payment Requirement**

- **Initial Payment** For a commission to become payable, the Referred Client must remit an initial payment to the Company equal to no less than fifty percent (50%) of the total contract value. This initial payment does not itself trigger a commission payout and is required solely to establish commission eligibility.
- **One-time/Project-based Engagement** For one-time or project-based engagements, commissions shall be calculated and paid only upon completion of the project and after the Company has received the applicable Collected Revenue.
- **Recurring/Multi-year Contract** For recurring or multi-year contracts, commissions shall be calculated solely on recurring monthly fees actually collected and shall accrue only as such monthly payments are received by the Company.
- **Acknowledgment** The Partner acknowledges that the Company shall not be obligated to pay any commission unless and until the foregoing conditions are satisfied.

#### **3.3 Payment Terms**

- **Commission Basis** Commissions are calculated as a percentage of monthly Collected Revenue (not projected, estimated, or unpaid amounts). The Company's standard commission range is five to ten percent (5%–10%) of Collected Revenue. Any commission above this standard range requires prior negotiation and approval by the Sales Team.
- **Commission Accrual** Commissions shall not accrue unless and until the Company has received the applicable Collected Revenue for the applicable month.
- **Payment Schedule** Commission payments, if any, shall be made within thirty (30) days following the end of each calendar month, based solely on Collected Revenue during that month.
- **Payment Method** All commission payments shall be made via ACH transfer to the Partner's designated bank account. The Partner is solely responsible for maintaining accurate and current ACH account information. Failure to update such information may result in delays in commission payouts, which the Partner expressly acknowledges, and agrees shall not constitute a breach of this agreement by the Company.
- **Refunds or Nonpayment** No commissions will be due on refunded, canceled, or unpaid contracts.
- **Scope of Contract** No commission shall be paid on services performed outside the scope of the executed client contract.
- **Monthly Reports** The Company's Operations team shall be responsible for preparing and administering monthly commission reports. Such reports shall summarize referred customers and applicable recurring amounts based on Collected Revenue.



3.4 **Dispute** Any disagreement about commission amounts shall be addressed in good faith between the Parties. If the dispute is not resolved informally, the Parties agree to submit the matter to arbitration in the state of Illinois. Each Party shall be responsible for its own costs and fees, including any arbitration or litigation fees, regardless of the outcome. The arbitration decisions shall be final and binding on both Parties.

#### **SECTION 4: TERM & TERMINATION**

4.1 **Duration** This Agreement shall commence on the Effective Date and continue until terminated in accordance with this Section 4.

#### **4.2 Termination**

- Either Party may terminate this Agreement for convenience upon thirty (30) days' written notice, or immediately upon written notice in the event of breach, insolvency, or unlawful conduct by the other Party. Such notice shall be delivered via electronic mail or U.S. certified mail to the contact information on file for the Receiving Party.
- Upon termination for any reason, the Partner shall immediately cease representing the Company. No commission shall accrue, be earned, or be payable after the effective date of termination. Commissions, if any, shall be paid only for Qualified Sales that have been fully completed prior to the termination date.
- For the avoidance of doubt, no commissions shall be paid for any client contracts, recurring fees, or services performed after the termination date, even if such client contracts remain in effect after termination.

#### **SECTION 5: CONFIDENTIALITY**

5.1 **Definition:** "Confidential Information" means any information disclosed by one Party ("Disclosing Party") reveals to the other ("Receiving Party") that is either designated as confidential or should be reasonably understood as confidential given its nature. Confidential Information includes but is not limited to customer lists, financial information, non-public product or service information, and other proprietary information.

5.2 **Non-Disclosure:** The Receiving Party agrees to keep all Confidential Information strictly confidential, not disclose it to third parties without consent, and use it solely for purposes of fulfilling obligations under this Agreement.

5.3 **Exceptions** Confidential Information does not include information that:

- Was already lawfully known to the Receiving Party at the time of disclosure;
- Is disclosed by a third party with the right to do so;
- Becomes publicly available through no fault of the Receiving Party; or
- Is independently developed without use of the Disclosing Party's information.

5.4 **Required Disclosure:** If the Receiving Party is required by law to disclose Confidential Information, it shall provide prompt written notice to the Disclosing Party, where legally permitted, to allow the Disclosing Party to contest the disclosure.



**5.5 Return of Confidential Information:** Upon termination of this Agreement, or upon request, the Receiving Party shall return or destroy all Confidential Information, unless required by law to retain it.

**5.6 Continuing Obligations:** The obligations under the Section survive termination of the Agreement until the Confidential Information becomes public through no fault of the Receiving Party.

## **SECTION 6: INTELLECTUAL PROPERTY**

**6.1 Ownership:** Partner acknowledges that the Company owns all intellectual property rights in its services/products. No rights are transferred under this Agreement.

## **SECTION 7: GENERAL PROVISIONS**

**7.1 Governing Law:** This Agreement shall be governed by and in accordance with the laws of the state of Illinois.

**7.2 Entire Agreement:** This Agreement, including any exhibits, contains the entire agreement between the Parties and supersedes all prior agreements, understandings, and discussions whether oral or written, of the Parties with respect to the only subject matter hereof.

**7.3 Amendment Clause** This Agreement may be amended or modified only by a written document signed by both Parties.

**7.4 Waiver:** No waiver of any term of this Agreement shall be valid unless it is in writing and signed by the Party granting the waiver. A waiver of one breach or default shall not be considered waiver of any other or future breach of default.

**7.5 Indemnification:** Each Party agrees to indemnify and hold the other harmless from any claims, losses, liabilities, or expenses incurred because of the negligent or intentional acts or omissions of the indemnifying party.

**7.6 Severability:** If any term or provision of this Agreement is invalid or unenforceable in any jurisdiction, such unenforceability shall not affect any other terms or provision of this Agreement or invalidate such term or provision in any other jurisdiction.

**7.7 Notices** All notices under this Agreement must be in writing and delivered by personal delivery, overnight courier, fax or email. Notices become effective upon confirmed delivery, and a confirmed receipt must be sent to the Party's address in this agreement.

Company Address:

3855 County Farm Road



Hanover Park, IL 60133

Partner Address:

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**7.8 Independent Contractor Relationship:** It is understood that the Partner is an independent contractor and not an agent, partner, or employee of the Company. The Partner shall not have any authority to enter into any agreements or obligations on behalf of the Company.



**By signing below, the Commission Partner acknowledges and agrees to the terms and conditions of Valexity Technologies Commission Program:**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date Signed**