**COMMISSION SALES**

This commission sales agreement is made between: -

**Peter Baldwin** (director) of The Devon Fudge Company, Unit 19 Matchmill Business Park, Newnham Road, Plymouth, PL7 4AW

**Selling Rights**

The Director grants the agent exclusive rights to sell the products on behalf of The Devon Fudge Company

The Agent will use his best efforts to see the products, as well as at the request of the director, supplying reports on his efforts.

The agent should clearly advise himself as an authorised seller for The Devon Fudge Company, and not sell on behave of himself.

**Product Prices**

The director shall fix the selling prices of the products and the agent may sell the products at those prices.

**Orders**

Orders taken should be advised by phone or email to the director or office manager in order to complete that commission.

**Commission**

The Director with pay the agent 20% commission of the net value for the first two orders received by a business then a further 10% commission on all net orders received in the following 2 years.

**Advertising and Promotional material**

For the duration of the contact the director shall supply the agent with reasonable quantities of materials and products to support the marketing process.

**Product image**

The Agent shall not do anything to prejudice the market image of the products or the director.

**Restraint of competition**

The agent shall not sell or in any way assist someone to sell any products that compete with the products.

**Confidentiality**

The agent shall keep the director’s business secrets, including but not limited to customer, supplier, logistical, financial data and shall not disclose them to any third party during or after the time of working with them.

**Termination**

Either the director or the agent can terminate the agreement with a 30 day period.