

FRACTIONAL SALES LEADERSHIP ENGAGEMENT AGREEMENT

SERVICE AGREEMENT FOR FRACTIONAL HEAD OF SALES

United States Region

This Engagement Agreement ("Agreement") is entered into as of _____ (the "Effective Date")

BETWEEN:

[CLIENT ORGANIZATION NAME], a company incorporated/registered in USA with Registration No. _____ ("the Organization" or "Client")

AND:

[SALES AGENT NAME], [Individual / Sole Proprietor / Company Entity] [with Registration No. _____] ("the Sales Agent" or "Consultant")

RECITALS

WHEREAS, the Organization wishes to engage the Sales Agent to provide fractional sales leadership services for the United States region on a part-time, project-based basis;

AND WHEREAS, the Sales Agent wishes to provide such services on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

- **"Confidential Information"** means all non-public information disclosed by one party to the other, including but not limited to business plans, client lists, financial data, strategies, and technical information.
- **"Competing Products"** means [specify category, e.g., enterprise SaaS solutions in the sales automation, CRM, or revenue intelligence category].
- **"Deal"** means a signed customer contract with agreed commercial terms and a stated contract value, License, maintenance, renewal, and support-only arrangements unless otherwise specified in writing.
- **"Deal Value"** means the Total Contract Value (TCV) or Annual Recurring Revenue (ARR) for a new customer deal in the initial contract year, excluding renewal revenue, additional modules purchased post-signature, or professional services fees unless explicitly included in writing.
- **"Effective Date"** means the date first written above.
- **"Engagement"** means the provision of fractional sales leadership services by the Sales Agent to the Organisation.
- **"Force Majeure Event"** means any event beyond the reasonable control of either party, including but not limited to natural disasters, pandemics, war, governmental action, and telecommunications failure.
- **"Intellectual Property"** or **"IP"** means all patents, copyrights, trademarks, trade secrets, know-how, methodologies, frameworks, and other intellectual property rights.
- **"USA Region"** or **"United States Region"** means the territories specified in Section 8.1 of this Agreement.
- **"Services"** means the fractional sales leadership services described in Section 2 of this Agreement.

2. SERVICES & SCOPE OF ENGAGEMENT

2.1 Scope of Services

The Sales Agent agrees to provide the following services to the Organization on a fractional basis:

2.1.1 Market Expansion & Go-to-Market Strategy

- Develop and execute go-to-market strategy and business growth initiatives across USA geographies
- Identify high-potential markets and revenue opportunities tailored to the USA market context
- Conduct market and competitive analysis specific to USA to inform territory prioritization and segment focus
- Define regional sales strategy including Ideal Customer Profiles (ICPs), value propositions, territory design, and channel approach
- Prepare market entry plans for new geographies with pricing, positioning, and partner strategy recommendations

2.1.2 Enterprise Sales Leadership & Execution

- Own and execute end-to-end sales cycles for high-value enterprise deals (typically **>\$[] contract value**)
- Lead consultative selling engagements with C-level executives and senior stakeholders
- Develop and execute deal strategy, proposal positioning, and commercial negotiation frameworks for strategic opportunities
- Support key customer Quarterly Business Reviews (QBRs) and provide executive account sponsorship
- Represent the Organization in client presentations and steering committee meetings as required

2.1.3 Sales Process & Pipeline Management

- Design, document, and continuously refine the USA sales process including stages, qualification criteria, and exit criteria
- Establish and conduct weekly pipeline reviews and monthly forecasting cadence with sales team members
- Define leading indicators, Key Performance Indicators (KPIs), and Objectives & Key Results (OKRs) for USA sales performance
- Monitor, track, and report monthly on sales performance against targets
- Create and maintain sales playbooks, talk tracks, objection handling guides, and proposal templates customized for the USA market

2.1.4 Revenue & P&L Ownership

- Co-define annual, quarterly, and monthly revenue, pipeline, and activity targets for the USA business unit in collaboration with Finance and Leadership
- Drive revenue growth, optimize sales costs, and support long-term profitability targets for the USA region
- Exercise P&L accountability for the USA business unit in partnership with Finance and Executive Leadership
- Provide monthly P&L analysis, variance explanations, and forecasting updates

2.1.5 Sales Team Leadership & Enablement (if applicable)

- Lead, coach, and mentor USA sales team members including weekly 1:1 coaching sessions.
- Conduct quarterly performance reviews and provide development feedback to sales team members
- Support recruitment for USA sales roles: define talent profiles, participate in interviews, and advise on selections
- Develop and deliver structured onboarding and training programs for new sales hires
- Provide deal coaching, objection handling training, and skills development to the sales team
- Support performance management and capability assessment of sales team

2.1.6 Product Positioning & Cross-Functional Collaboration

- Translate technical product capabilities into compelling, customer-value-based solutions tailored for international enterprise clients
- Collaborate closely with Marketing, Product, Engineering, Legal, and Risk teams to ensure seamless market entry and customer success
- Provide input on localized messaging, positioning, and solution architecture for the USA market
- Support preparation of sales collateral, case studies, and customer success stories
- Advise on product-market fit and customer feedback to Product and Engineering teams

2.1.7 Channel & Partner Strategy

- Define and activate channel and partner strategy for core USA markets
- Identify, recruit, evaluate, onboard, and manage strategic channel partners and resellers
- Support joint go-to-market initiatives with partners and ecosystem players
- Conduct quarterly partner reviews, performance assessment, and relationship management
- Negotiate partner agreements and terms subject to approval by Organization's Legal and Finance teams

2.1.8 Stakeholder Management & Reporting

- Collaborate with internal and external stakeholders across multiple time zones and diverse cultural contexts
- Attend and actively contribute to key leadership meetings related to USA revenue, strategy, and business planning
- Provide weekly brief written updates detailing pipeline velocity, key wins, blockers, and market insights
- Deliver monthly performance reports covering revenue, pipeline, forecast, team performance, and strategic initiatives
- Present quarterly business reviews to leadership covering performance vs. targets, market insights, customer wins, and strategic recommendations

2.2 Service Delivery Model

- **Time Commitment:** The Sales Agent will dedicate approximately **2.5 days per week** (~24 hours/week) to the Services
- **Location:** Services will be delivered on a remote basis unless otherwise agreed in writing
- **Primary Time Zone:** US Timezone, with flexibility for occasional time zone accommodations as needed
- **Reporting Line:** [CEO / COO / VP Business Development / Other]
- **Start Date:** []

2.3 Best Efforts Commitment

The Sales Agent agrees to perform the Services with professional expertise, due diligence, and in accordance with industry best practices. The Sales Agent commits to:

- Regular communication with the Organization regarding progress, challenges, and strategic recommendations
- Proactive problem-solving and escalation of material issues
- Continuous learning about the Organization's products, markets, and competitive landscape
- Availability during agreed working hours and responsiveness to reasonable requests

2.4 Scope Limitations – No Guarantee of Results

- The Sales Agent is engaged on a **best-efforts basis** and does not guarantee specific revenue outcomes, deal closure, or market penetration targets
- The Engagement is structured around expertise application, activities performed, and market opportunity development rather than outcome guarantees
- Revenue generation depends on multiple factors including market conditions, product fit, pricing, brand reputation, and customer buying cycles—factors not solely within the Sales Agent's control

3. WHAT IS PROVIDED BY THE ORGANIZATION

The Organization will provide and maintain the following to enable the Sales Agent to perform the Services:

3.1 Workplace & Administrative Support

- Virtual office space access and collaboration platform accounts (e.g., Slack, Teams, Zoom)

- Email domain and business email account with appropriate storage and backup
- Access to Organization's systems, CRM platform, and internal documentation repositories
- Document storage and file-sharing systems (e.g., Google Drive, SharePoint, Dropbox)
- Calendar and scheduling system access
- Access to outreach tools (e.g., Apollo, Lusha, LinkedIn, and more)
- IT helpdesk support and technical troubleshooting for Organization-provided tools

3.2 Support Functions & Resources

- Technical and pre-sales support on client engagements as required
- Product marketing materials, case studies, and collateral for client presentations
- Legal review and input on commercial contracts and terms (with final approval authority retained by Organization)
- HR and administrative support for onboarding, compliance documentation, and contractor administration
- Executive sponsor and peer support from Organization leadership
- Access to sales enablement tools and training (where available to Organization)

3.3 Data & Information

- Access to historical sales data, pipeline information, and customer references
- Competitive intelligence and market research (where available to Organization)
- Customer feedback and success metrics
- Product training and technical documentation

3.4 Technology Tools & Subscriptions

The Organization is responsible for providing and funding the following (Sales Agent will not provide):

- CRM platform (e.g., Salesforce, HubSpot, Pipedrive) and related configuration, administration, and data management
- Demand generation and lead generation tools (e.g., Apollo, Lusha, LinkedIn Sales Navigator, ZoomInfo, Hunter.io)
- Email infrastructure, domains, and email management systems
- Call recording, meeting transcription, and note-taking tools (e.g., Gong, Chorus, Otter.ai, Fireflies)
- Sales intelligence and market research platforms
- Any third-party Software-as-a-Service (SaaS) subscriptions required for sales operations
- Customer data platform (CDP) or marketing automation platforms

3.5 Marketing Budgets & Materials

- Event, conference, and trade show marketing budgets and logistics
- Paid advertising campaigns and demand generation budgets
- Business cards, promotional materials, and marketing collateral design and printing
- Corporate branding, website updates, and digital marketing initiatives
- Content creation and copywriting beyond sales playbooks and customer proposals

3.6 Operational Execution

The Organization retains responsibility for:

- Routine Sales Development Representative (SDR) / Business Development Representative (BDR) execution including cold calling, mass outbound campaigns, and lead list building
- Day-to-day account management and customer support delivery
- CRM data entry, list building, data quality, and administrative sales operations
- Customer onboarding, implementation, and success management
- Billing, invoicing, and accounts receivable management

3.7 Strategic & Product Ownership (Outside Sales Scope)

- Product roadmap ownership, prioritization, or approval authority
- Detailed solution design, implementation management, or technical integration work
- Board-level fiduciary duties or formal company officer responsibilities
- Strategic business decisions beyond sales operations (e.g., M&A, corporate strategy, capital allocation)

3.8 Legal, HR & Compliance

- Employment contracts, payroll processing, tax withholding, and benefits administration
- Performance management documentation systems and disciplinary procedures
- Final contract approval and legal signature authority (Sales Agent provides input only)
- Credit risk assessment, customer collections, and accounts receivable decisions
- Tax, regulatory compliance, and legal liability management
- Employment law compliance and contractor classification determination

3.9 Geographic Markets Outside USA

- Markets and territories outside the defined USA region (Section 8.1) unless explicitly agreed in writing and reflected in an amendment

3.10 Availability & On-Call Support

- 24/7 on-call or standby support; availability is limited to agreed 2–3 days per week

- On-site presence, travel, or meetings beyond a mutually agreed number of travel days per quarter
- Participation in non-business-related company events or social activities

4. WHAT IS NOT PROVIDED BY THE ORGANIZATION

The following are the **not** Organization's responsibility, and the Organization will not be required to provision for the Sales Agent:

4.1 Hardware & Infrastructure

- Laptop computer or remote access to Organization's systems (including VPN, cloud applications, and collaboration tools)
- Mobile phone or mobile SIM card for business calls and communications
- Reliable internet connectivity at the Sales Agent's location or provision of mobile hotspot/connectivity allowance

4.2 Benefits & Protection

- Health insurance coverage for the Sales Agent as per Organization's policy for contractors/consultants (at Organization's sole discretion)
- Standard Mutual Non-Disclosure Agreement (NDA)
- Compliance and data protection policy documentation

5. COMMERCIAL TERMS & PAYMENT

5.1 Fees & Compensation Structure

5.1.1 Monthly Retainer

Amount: USD \$1 per month

Purpose: Covers Sales Agent's availability, strategic guidance, leadership, coaching, and time commitment of 2.5 days per week

Payment Schedule:

- First payment: Due upon signing of this Agreement

- Subsequent payments: Due on the 25th of each preceding month (i.e., 5 days before the start of each calendar month)
- Invoice Frequency: Monthly in arrears with invoice submitted by Sales Agent by the 20th of each month

Example: For the first month (January), retainer is due upon signing. For February, retainer is due on January 25th.

5.1.2 Commission Structure

Commission Rate: []% of Deal Value

Commission Applicability: Sales Agent earns commission on all qualifying deals sourced, influenced, or closed during the Engagement term or within [90 days] of termination

Commission Payment Terms:

- Commission is earned and becomes payable only upon **receipt of payment by the Organization from the customer**
- Example: If a customer signs a contract on January 15 but doesn't pay until March 1, commission is payable within [10] days of March 1
- Partial payments trigger proportional commission (e.g., if 50% of the contract value is paid, 50% of commission is due)
- Commission payments will be issued within [10] business days of customer payment receipt

Deal Definition Clarifications:

- **Included:** New customer contracts, expansion deals, and multi-year commitments, standard annual renewals, add-on modules to existing customers, Professional services-only arrangements - **Excluded:**

- Customer churn
- Deals sourced before Sales Agent engagement period

Commission Disputes:

- Any disputes regarding commission calculation or Deal Value must be raised by Sales Agent within [30 days] of the invoice date
- Organization will provide detailed Deal Value calculations and backup documentation upon request within [5] business days
- If no dispute is raised within [30 days], the invoice is deemed accepted

5.1.3 No Commission Cap or Maximum

Commission is uncapped; there is no maximum commission limit based on revenue achieved or number of deals closed.

5.2 Expenses & Reimbursements

5.2.1 Pre-Approved Travel & Business Expenses

- **Reasonable, pre-approved business travel and related expenses** (flights, accommodation, ground transportation, meals) will be reimbursed within **30 days** of invoice submission with original receipts
- Sales Agent must obtain approval from [CEO / designated approver] before incurring travel expenses >**USD \$[500]**
- Reimbursement requests must be submitted within **60 days** of expense incurrence with supporting documentation

5.2.2 Tools & Subscriptions

- The Organization is responsible for all SaaS subscriptions, software tools, and platform costs (see Section 4.1)
- Sales Agent will not be reimbursed for personal tool subscriptions or software purchases without prior written approval

5.3 Tax Responsibilities

- The Sales Agent is responsible for all personal income tax, GST/VAT, and statutory withholdings in their country of residence.

- The Organization will provide necessary documentation (e.g., invoices, payment records) to support the Sales Agent's tax filing.
- The Organization will **not withhold income tax** unless legally required by USA law or Sales Agent's country of residence.

5.4 Invoice & Payment Processing

- Sales Agent will submit invoices on a monthly basis by the 20th of each month for the retainer
- Commission invoices will be submitted within [10] business days of the customer payment receipt date
- Organization will process payment within **15 business days** of invoice receipt
- Invoices must include: [invoice number, date, services period, retainer amount, commission detail (if any), and bank details]
- Bank transfer to be processed to Sales Agent's registered business or personal account as provided in writing

5.5 Late Payment Terms

- If payment is more than **10 business days** overdue, Sales Agent may charge **1.5% monthly interest** (18% annually) on the outstanding amount
- If payment is more than **30 business days** overdue, Sales Agent may, at their discretion, suspend Services pending payment

6. TERM & TERMINATION

6.1 Initial Term & Renewal

Initial Term: This Agreement commences on the Effective Date and continues for an initial period of **[12] months** (the "Initial Term")

Automatic Renewal:

- This Agreement will automatically renew for successive periods of **[12] months** (each a "Renewal Term") unless either party provides written notice of non-renewal **at least 30 days prior to the expiration date**
- Renewal will be on the same terms and conditions unless modified by written amendment

6.2 Termination for Convenience (Standard)

Termination by Either Party:

Either party may terminate this Agreement **without cause** by providing **one (1) month's written notice** to the other party

- Termination notice should be sent via email to the addresses specified in the Signature Block
- Upon expiration of the one-month notice period, this Agreement automatically terminates

Effect of Termination:

- Upon termination, the Sales Agent will cease providing Services at the end of the notice period
- The Organization will pay all retainer fees and commission earned through the termination date
- Commission on deals signed before the termination date but paid after termination will be paid per the commission schedule (Section 5.1.2)

6.3 Termination for Cause

Immediate Termination by Organization:

The Organization may terminate this Agreement **immediately without notice** for:

1. **Material Breach:** Sales Agent materially breaches this Agreement (e.g., failure to maintain confidentiality, violation of non-compete, missing required deliverables for >2 weeks) and fails to cure such breach within **5 business days** of written notice
2. **Non-Compete Violation:** Sales Agent violates Section 7.1 (Non-Compete Clause) by representing competing products or services
3. **Gross Misconduct:** Sales Agent engages in dishonesty, fraud, criminal activity, or gross misconduct that damages the Organization's business or reputation
4. **IP Infringement:** Sales Agent infringes or misuses the Organization's Intellectual Property or Confidential Information
5. **Legal/Regulatory Violation:** Sales Agent violates applicable laws or regulations that impair their ability to serve the Organization

Effect of Immediate Termination by Organization:

- Sales Agent will cease all Services immediately upon notice
- Retainer fee for the current month (if any) will be **pro-rated** and paid through the termination date

- Any commission on deals not yet paid will be forfeited unless Organization's legal review determines otherwise
- Organization may pursue additional remedies at law

Immediate Termination by Sales Agent:

Sales Agent may terminate this Agreement immediately if:

- Organization fails to pay the retainer fee or invoice more than **30 days past the due date**, and fails to remedy within 10 days of written notice
- Organization materially breaches this Agreement and fails to cure within 10 business days of written notice
- Force Majeure Event prevents performance for >30 consecutive days

6.4 Effect of Termination – Survival & Transition Upon

termination for any reason:

6.4.1 Transition Support Obligation

- Sales Agent agrees to provide reasonable transition support for a period of up to **5 business days** post-termination (free of charge, not subject to additional fees)
- This includes: knowledge transfer, client relationship handover, documentation delivery, and briefing of successor personnel
- Sales Agent will continue to treat Confidential Information as confidential per Section 6 indefinitely

6.4.2 Survival of Obligations

The following sections survive termination indefinitely:

- Section 6 (Intellectual Property & Confidentiality)
- Section 7 (Conflict of Interest & Non-Compete)
- Section 9 (Limitation of Liability)
- Section 11 (Dispute Resolution & Governing Law)

6.4.3 Commission Payment Post-Termination

- Commission on deals signed **before the termination date** remains payable per the terms of Section 5.1.2, even if payment is received after termination
- Commission on deals signed **after the termination date** is forfeited
- Commission on deals where the Organization cannot establish clear Sales Agent contribution may be withheld pending review

6.4.4 Final Payment & Settlement

- Organization will remit final payment (pro-rated retainer + any earned commission) within **15 business days** of termination
- Sales Agent will return all Organization property, documents, and access credentials within **2 business days** of termination

7. INTELLECTUAL PROPERTY & CONFIDENTIALITY

7.1 IP Ownership

7.1.1 Work Product Created During Engagement

All sales materials, playbooks, templates, frameworks, methodologies, presentations, proposal documents, and other work product created **specifically for the Organization** during this Engagement remain the **exclusive intellectual property of the Organization**

This includes:

- Sales process documentation and stage definitions
- Playbooks, talk tracks, and objection handling guides
- Territory plans and market analysis
- Customer case studies and success stories
- Deal templates, proposal frameworks, and RFP responses
- Training materials and team enablement content
- KPI dashboards and reporting frameworks

7.1.2 Pre-Existing IP & Methodologies

Sales Agent retains ownership of pre-existing frameworks, methodologies, tools, and intellectual property brought into the Engagement. Sales Agent grants the Organization a **non-exclusive, royalty-free, perpetual license** to use such pre-existing IP solely for the USA sales operations during and after the Engagement term.

Pre-existing IP includes:

- Sales methodologies and frameworks (e.g., consultative selling approaches)
- Training content not specific to Organization's products
- General best practices and process templates
- Tools and utilities developed prior to Engagement

Restrictions:

- Organization may not sublicense pre-existing IP to third parties
- Organization may not transfer pre-existing IP as part of corporate transactions without Sales Agent's written consent

7.1.3 Joint IP

If IP is created jointly by Sales Agent and Organization employees, ownership and usage rights will be negotiated and documented in a separate written agreement.

7.2 Confidential Information

7.2.1 Definition & Scope

"Confidential Information" means all non-public, proprietary information disclosed by one party to the other, including but not limited to:

- Business plans, strategies, and market positioning
- Customer and prospect lists, contact information, and deal information
- Financial information, pricing, margins, and compensation structures
- Product roadmaps, technical specifications, and development plans
- Competitive analysis and market intelligence
- Sales forecasts, pipeline data, and performance metrics
- Internal policies, processes, and organizational structure
- Any information marked "Confidential" or reasonably understood to be confidential

Exceptions: Information that is: (a) publicly available through no breach by Sales Agent; (b) rightfully known prior to disclosure; (c) independently developed without use of Confidential Information; or (d) required to be disclosed by law.

7.2.2 Confidentiality Obligations

Sales Agent agrees to:

1. **Maintain strict confidentiality** regarding all Organization Confidential Information
2. **Limit access** to Organization employees and authorized third parties (e.g., customers, partners) who have a need to know
3. **Implement reasonable security measures** to protect Confidential Information
4. **Not disclose** Confidential Information to competitors, vendors, or unauthorized third parties
5. **Return or destroy** all Confidential Information upon termination (as instructed by Organization)
6. **Comply** with Organization's data protection, cybersecurity, and confidentiality policies

7.2.3 Organization's Reciprocal Obligations

Organization agrees to protect Sales Agent's personal information, including home address, banking details, and identity information, with the same confidentiality standards.

7.2.4 Duration of Confidentiality Obligation

This confidentiality obligation survives termination of the Agreement **indefinitely** or for the maximum period permitted under applicable law.

7.2.5 Required Legal Disclosure

If Sales Agent is legally compelled to disclose Confidential Information (e.g., by court order, regulatory request), Sales Agent will:

1. Promptly notify Organization in writing (unless legally prohibited)
2. Cooperate with Organization's efforts to seek protective orders
3. Disclose only the minimum information legally required

8. CONFLICT OF INTEREST & NON-COMPETE

8.1 Non-Compete Clause

Scope of Restriction: Sales Agent shall **not represent, advise, or sell any competing vendor products or services** to customers, prospects, or partners within the USA region during the following periods:

- **During the Engagement:** From the Effective Date through the termination date
- **Post-Engagement:** For **six (3) months** following termination (the "**Non-Compete Period**")

Definition of "Competing Products": Competing products are defined as: **[Specify category, e.g., enterprise SaaS solutions in the sales automation, CRM, lead intelligence, revenue intelligence, or sales engagement categories; specifically including but not limited to: [list competitors/product categories]]**

Permitted Activities: Sales Agent may:

- Provide general sales consulting services to non-competing organizations
- Work with customers on non-competing products (e.g., marketing automation if not competing with sales tools)
- Share industry knowledge and sales best practices with third parties (without disclosing Organization Confidential Information)

Prohibited Activities:

- Recruiting Organization customers to competing solutions

- Disparaging Organization products or services to prospective customers
- Using Organization Confidential Information to benefit competitors
- Soliciting Organization customers or employees to join competing organizations

8.2 Conflict of Interest Disclosure

8.2.1 Pre-Engagement Disclosure

Prior to commencement of Services, Sales Agent will **disclose in writing** any existing:

- Client relationships with Organization customers or competitors
- Advisory or consulting roles with competing vendors
- Equity stakes or financial interests in competing organizations
- Personal relationships (family, close friends) with Organization employees or customers

8.2.2 Ongoing Disclosure

During the Engagement, Sales Agent will promptly notify Organization in writing of any new conflicts of interest or competing engagements that arise.

8.2.3 Conflict Resolution

If Organization determines that a disclosed conflict materially impairs Sales Agent's ability to serve, parties will:

1. Discuss resolution options (e.g., Chinese wall, role adjustment, separation)
2. Document the resolution in writing
3. Proceed only if both parties agree the conflict is manageable

8.3 Misuse of Confidential Information & Relationships

Sales Agent **will not use** Confidential Information or customer relationships gained during this Engagement to compete with the Organization during or after the Non-Compete Period.

Prohibited conduct includes:

- Using customer lists or contact information to recruit clients to competitors
- Referencing Organization's pricing, terms, or deal structures to competitors
- Leveraging personal relationships formed during the Engagement to undermine Organization's competitive position
- Claiming credit for customer wins when representing competitors

9. INDEPENDENT CONTRACTOR STATUS & TAX TREATMENT

9.1 Independent Contractor Relationship

Sales Agent is engaged as an **independent contractor**, not as an employee of the Organization. This relationship is characterized by:

- Sales Agent's control over work methods and timing (subject to agreed 2–3 days/week commitment)
- Sales Agent's right to work for other non-competing clients
- Sales Agent's responsibility for own tools, insurance, and overhead (except where Organization provides per Section 3)
- No entitlement to employee benefits (health insurance offered at Organization's discretion per Section 4.2)
- No payroll tax withholding (unless required by law)

9.2 Tax & Regulatory Responsibilities

Sales Agent is responsible for:

- Self-assessment tax registration in their jurisdiction
- Income tax filing and payment
- Tax registration and compliance (if applicable)
- National insurance or social security contributions (if applicable in Sales Agent's country)
- Maintaining accurate business records and receipts

9.3 No Employee Benefits

Sales Agent is **not entitled to**:

- Employment insurance or unemployment benefits
- Paid leave, vacation, or sick leave (unless agreed upon in advance)
- Pension or retirement contributions (unless Organization has expressly offered)
- Worker's compensation
- Professional development allowances (unless separately approved)

9.4 Contractor Classification

Sales Agent acknowledges that their tax and legal classification as an independent contractor is subject to review by tax authorities in their jurisdiction. Sales Agent is solely responsible for ensuring compliance with their country's tax and employment laws. Organization makes no representation regarding Sales Agent's classification and assumes no liability for misclassification.

10. LIABILITY, INDEMNIFICATION & INSURANCE

10.1 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED UNDER USA LAW:

Neither party shall be liable to the other for **indirect, incidental, special, consequential, punitive, or exemplary damages**, including lost profits, lost revenue, lost data, or business interruption, even if advised of the possibility of such damages.

Aggregate Liability Cap: Each party's total liability under this Agreement shall **not exceed the 10% of the retainer fees paid by Organization to Sales Agent in the twelve (12) months preceding the claim.**

10.2 Indemnification

10.2.1 Sales Agent's Indemnity to Organization

Sales Agent will indemnify, defend, and hold harmless Organization, its officers, employees, and affiliates from any third-party claims, damages, and costs (including legal fees) arising from:

- Sales Agent's breach of confidentiality or non-compete obligations
- Sales Agent's misrepresentation of product features or customer success stories
- Sales Agent's unauthorized use or disclosure of customer information
- Sales Agent's violation of applicable laws in performing Services
- Sales Agent's infringement of third-party intellectual property rights
- Sales Agent's gross negligence or misconduct in client interactions

10.2.2 Organization's Indemnity to Sales Agent

Organization will indemnify, defend, and hold harmless Sales Agent from third-party claims arising from:

- Organization's products or services (provided Sales Agent did not misrepresent them)
- Organization's violation of third-party intellectual property rights
- Organization's non-payment of agreed fees
- Organization's breach of this Agreement

11. DISPUTE RESOLUTION & GOVERNING LAW

11.1 Governing Law & Jurisdiction

This Agreement is governed by and construed in accordance with the laws of the **United States of America**, without regard to its conflict of law principles. Both parties irrevocably submit to the **exclusive jurisdiction of the USA courts**.

11.2 Dispute Resolution Process

Step 1: Informal Resolution

If a dispute arises, the parties will attempt to resolve it amicably through good-faith discussion between the Sales Agent and Organization's designated representative ([CEO / CFO]) within **10 business days** of written notice of the dispute.

Step 2: Escalation

If unresolved, the parties will escalate to senior leadership (CEO and Sales Agent) for discussion within **15 business days**.

Step 3: Mediation (Optional)

If informal resolution fails, either party may propose **American Arbitration Association (AAA)** or **JAMS** to resolve the dispute before pursuing legal action. Both parties agree to participate in at least one mediation session in good faith.

Step 4: Arbitration / Litigation

If mediation does not resolve the dispute within **30 days**, either party may:

- **Pursue arbitration** under the American Arbitration Association (AAA) or JAMS Rules, OR
- **Pursue litigation** in the state or federal courts of the United States.

If Arbitration is Selected:

- Single arbitrator (or three arbitrators if claim value > \$1,000,000)
- Seated in United States (specific state to be mutually agreed or as determined by the administering body)
- Administered by AAA or JAMS
- Language: English
- Costs shared equally unless arbitrator awards costs to prevailing party

11.3 Legal Fees & Costs

Each party bears its own legal fees and costs unless a court or arbitrator awards costs to the prevailing party in a dispute proceeding.

11.4 Severability

If any provision of this Agreement is found to be invalid or unenforceable under USA law, that provision will be modified to the minimum extent necessary to make it enforceable, or if not possible, severed. The remaining provisions will continue in full force.

12. FORCE MAJEURE

12.1 Force Majeure Events

Neither party will be liable for failure to perform obligations under this Agreement due to **Force Majeure Events**, including:

- Natural disasters (earthquakes, floods, typhoons)
- Pandemics or epidemics (e.g., COVID-19)
- Wars, terrorism, or governmental action
- Strikes, labor disputes, or civil unrest
- Telecommunications or internet failures
- Utility failures (power outages)
- Other events beyond the reasonable control of either party

12.2 Notice & Mitigation

If a Force Majeure Event prevents performance:

1. The affected party will notify the other party **within 2 business days** with details
2. The affected party will use reasonable efforts to resume performance
3. Obligations are suspended, not cancelled, for the duration of the Force Majeure Event
4. If Force Majeure prevents performance for **>30 consecutive days**, either party may terminate this Agreement without penalty

12.3 Non-Performance During Force Majeure

Performance obligations (including reporting and meeting attendance) are suspended during a confirmed Force Majeure Event. Retainer fees will be **pro-rated** if Force Majeure prevents material performance for **>5 consecutive business days**.

13. GENERAL PROVISIONS

13.1 Entire Agreement

This Agreement, including all exhibits and appendices, constitutes the **entire agreement** between the parties and supersedes all prior negotiations, understandings, and agreements (written or oral) regarding the subject matter.

Prior agreements or letters of intent are cancelled and of no further force or effect.

13.2 Amendments & Modifications

Any amendment, modification, or waiver of this Agreement must be in **writing and signed by authorized representatives** of both parties. Electronic signatures (e.g., DocuSign) are acceptable.

Verbal agreements or side letters are not binding.

13.3 Notices

All formal notices required under this Agreement must be in writing and sent to:

For Organization: Address: _____

Email: _____

Attention: _____

For Sales Agent: Address: _____ Email: _____

Notices are effective when:

- Delivered personally
- Sent via registered mail (5 business days after posting)
- Sent via email with read receipt (same day)
- Sent via recognized courier (2 business days after dispatch)

13.4 Waiver

No waiver of any provision of this Agreement is effective unless in writing. Failure to enforce any right or remedy does not constitute a waiver of that right or remedy.

13.5 Assignment

Sales Agent may not assign this Agreement or any rights/obligations hereunder without prior written consent from Organization.

Organization may assign this Agreement to:

- An affiliate or subsidiary with notice to Sales Agent
- A successor entity in case of merger, acquisition, or sale of business (provided the successor assumes all obligations)

13.6 Counterparts & Electronic Execution

This Agreement may be signed in counterparts (each an original, all collectively one document). Electronic signatures and PDF scans are acceptable and have the same legal effect as original signatures.

13.7 Relationship of Parties

This Agreement creates an independent contractor relationship only. No partnership, joint venture, agency, or employment relationship is created. Sales Agent may not bind Organization to any contract or representation without prior written authorization.

13.8 Publicity & References

Sales Agent grants Organization the right to:

- List Sales Agent's name and role in Organization's client case studies and marketing materials
- Reference the Engagement as a customer reference (with discretion on deal details shared)
- Identify Sales Agent as a fractional sales leader engaged by Organization

Sales Agent may reference Organization's engagement as a reference in Sales Agent's portfolio, subject to confidentiality of specific financial terms and customer information.

14. APPENDICES & SCHEDULES

Appendix A: Glossary & Key Definitions

Commission Trigger Event: The calendar date on which Organization receives payment from a customer for a Deal.

Deal Close Date: The date on which a customer signs a contract with Organization establishing binding commercial terms.

Deal Value Calculation:

- For one-time deals: Total contract value stated in the customer contract
- For recurring deals: Annual Recurring Revenue (ARR) for the total contract term
- Includes renewal revenue, implementation services, professional services and customer-paid success fees or variable incentives
- Excludes all fees paid to any type of channel partners that may support the deal and approved in writing by the organization

Engagement Period: From Effective Date through the termination date of this Agreement.

Fractional Engagement: Part-time advisory and execution services limited to 2.5 days per week on a project basis (not full-time employment).

Ideal Customer Profile (ICP): Market segment and customer characteristics that Organization targets, defined in collaboration with Sales Agent.

Leading Indicators: Activities and metrics that predict future revenue (e.g., demos scheduled, proposals sent, pipeline velocity).

Qualified Opportunity: A prospective customer engagement that meets Organization's qualification criteria (e.g., ICP fit, budget, decision timeline).

Quarterly Business Review (QBR): Executive customer meeting typically held quarterly to review performance, discuss strategy, and plan next steps.

USA / United States of America: [Includes all states of the United States of America]

Appendix B: Success Metrics & KPIs (To Be Finalized Jointly)

The parties will jointly define the following KPIs within **[10] days** of the Effective Date:

Metric	Target	Frequency	Owner
Annual Revenue (USA)	\$[]	Quarterly	Sales Agent & Finance
Qualified Pipeline	\$[]	Monthly	Sales Agent

Sales Cycle Length (avg)	[__] days	Monthly	Sales Agent
Win Rate	[__]%	Quarterly	Sales Agent
New Customer Acquisition	[__] customers	Quarterly	Sales Agent
Customer Retention	[__]%	Annually	Customer Success
[Other agreed KPI]	[Target]	[Frequency]	[Owner]

Appendix C: Onboarding Checklist & Timeline

Due Dates (within 5 business days of Effective Date):

- CRM and system access provisioned (credentials provided)
- Product training and market briefing scheduled
- Key customer and partner introductions made
- Sales process documentation provided
- Organization structure and reporting lines clarified
- Team member introductions (if applicable)

Due Dates (within 10 business days of Effective Date):

- Initial 30-day plan developed and agreed
- Weekly meeting schedule locked in (calendar invites sent)
- KPIs and targets defined (Appendix B completed)
- Communication protocols established (email cadence, escalation process)
- Travel expectations and meeting frequency confirmed
- First week deliverables agreed (e.g., market assessment, team interviews, process documentation)

Ongoing (Monthly):

- Weekly pipeline review meetings (day/time: _____)
- Monthly performance report submitted by [date each month]
- Monthly invoicing and retainer payment processed
- Quarterly business review with leadership

Appendix D: Sales Process Documentation (To Be Provided by Organization)

Organization will provide the following within 5 business days of Effective Date:

- Current sales process flowchart or documentation
- CRM stage definitions and qualification criteria
- Historical pipeline data and close rates by stage -
- Customer success metrics and satisfaction data
- Competitive landscape summary
- Current sales team structure and performance metrics
- Recent win and loss analysis
- Marketing funnel and lead generation data

15. SIGNATURES & ACCEPTANCE

THIS AGREEMENT IS BINDING UPON EXECUTION.

For the Organization:

[ORGANIZATION NAME]

By: _____

Name: _____

Title: _____

Date: _____

Email: _____

Phone: _____

For the Sales Agent:

[SALES AGENT NAME / ENTITY]

By: _____

Name: _____

Title / Capacity: _____

Date: _____

Email: _____

Phone: _____

Bank Account for Payment:

Bank Name: _____

Account Holder: _____

Account Number: _____

SWIFT/BIC Code: _____

EXHIBIT A: FIRST 30-DAY PLAN (To Be Completed Within 10 Days of Effective Date)

Week 1 – Foundation & Assessment

- Product and competitive deep-dive
- Team meetings and introduction calls
- Current pipeline review and opportunity assessment
- Initial market analysis and segment prioritization

Week 2–3 – Strategy Development

- Sales process review and optimization recommendations
- ICP definition and target account list development
- Go-to-market strategy outline
- Channel and partnership assessment

Week 4 – Execution & Alignment

- Sales playbook draft and team enablement plan
- Pipeline acceleration and opportunity prioritization
- First month KPI review and target confirmation

- Ongoing meeting cadence and reporting structure finalized

END OF AGREEMENT