

## CONTRACT OFFER TO SALES REPRESENTATIVE (EMPLOYEE)

[on company letterhead]

February 20, 2009

[name of sales rep]  
[address]

Dear Sir/Madam:

Please consider this letter our formal offer to employ you in the position of sales representative in our [insert location] office commencing [insert start date], on a [full/part]-time basis (minimum of ## hours per week). Your initial duties will be directed to obtaining sales for the products and services outlined in this letter in the territory noted below, and you will report to [insert name of department head or other contact to whom sales rep will report].

### Sales Issues

You will be contracted as a non-exclusive sales representative for the following products, services and territory:

**Product:** All products and services as offered by [Name of Company] from time to time.

**Territory:** [set out the province(s) which comprise the territory] and such other jurisdictions we may agree on in writing from time to time.

**General Terms and Conditions of Sale:** All purchases, sales or other transactions shall be completed in the name of the Company and shall require prior approval and authorization. You will not be entitled to accept any orders or contract the Company to complete the sale of any products or services without our express approval. All order and sales documentation shall be on such forms and pursuant to such procedures as the Company may establish from time to time. The Company shall be entitled to reject any orders or proposals as we see fit in our absolute discretion, and are not obligated to accept any orders or proposals presented to you or which you present to the Company. You shall not make any product or service claims or offer any warranties, discounts or return policies which have not been approved by the Company in writing, and you shall be fully responsible to the Company and to our customers for any damages suffered as a result of any breach by you of your obligations under this provision.

**Sales Quota:** You acknowledge and agree that your targeted sales are as follows: [set out sales quota(s) to be met]. Failure to achieve these results could lead to termination of your employment for default pursuant to the termination provision set out below.

**Sales Commission:** In addition to any other compensation or benefits called for in this agreement, you shall be paid commission on completed sales and projects achieved through your efforts as follows: [set out commission details].

If more than one of our sales representatives or employees or combination of them works on a sales transaction, the total commission payable to all such persons shall be limited to the percentages set out above, and shall be split among all such persons in such proportion as our President may determine in his or her absolute discretion.

Commission shall only be paid upon receipt of the proceeds in question from our customer, and shall be subject to bad debts, charge backs, returns and related credits.

In addition, we shall be entitled to offset any sums due or payable by the Company to you against any sums you owe the Company for any reason and at any time.

**Draws:** You shall have the option to a draw against commissions (“Draw”) of \$###.## per month on the \_\_\_ day of each month, to an aggregate maximum of \$###.## outstanding at any given time. All Draws shall be deemed to be a debt owing from you to the Company and shall be offset against any commissions to be paid by the Company to you from time to time or against any other sums at any time and for any reason owing from the Company to you. All Draws shall be refundable; if this Agreement is terminated for any reason and at any time with a Draw balance still owing which will not be covered by outstanding commissions, then you will immediately pay the deficiency balance to the Company. Draws will be subject to such source deductions and statutory remittances as may be required by law.

**Expenses:** The Company shall pay or reimburse you for all reasonable and legitimate sales, marketing, travel and entertainment expenses reasonably incurred by you in the course of your employment, provided such expenses are approved in advance, comply with all our policies in that regard, and are in accordance with any budget we may agree on from time to time. You shall provide receipts and an explanation for all expenses for which you are claiming reimbursement. In the event of any conflict as to the quantum or appropriateness of any such expenses, the decision of our President will be final and binding.

### Other Compensation and Benefits Issues

In addition to the commissions and Draws allowed for above, your other compensation and benefits will include the following:

**Base Salary:** A base salary of \$###.## per [month/year], subject to the usual statutory deductions. Your base salary will be reviewed after \_\_\_ months, and thereafter not more often than once per year. Any further increases will be in the discretion of the Company.

**[if applicable - Annual Bonus:]** In addition to the basic compensation package, you will be entitled to an annual bonus calculated as follows: *[set out details of how bonus is calculated]*

**Company Program:** **Benefits** You will also be entitled to participate in any benefits program that the Company establishes from time to time, and shall be required to participate in any mandatory programs required by the Company’s insurers. However, by accepting this offer, you agree that the Company may modify or reduce its benefits programs as it deems necessary or appropriate from time to time without such changes constituting constructive dismissal.

**THIS IS A 6-PAGE DOCUMENT.**