

Commission Agreement

This Commission Agreement (this "Agreement") is made effective as of September 27, 2013, by and between White Enterprises, of 5000 Main St, Atlanta, Georgia, 30123 and

_____, of _____, _____, _____,
_____.

- A. White Enterprises is engaged in the business of Plastics production.
- B. _____ will primarily perform the job duties at the following location:
5000 Main St, Atlanta, Georgia.
- C. White Enterprises desires to have the services of _____.
- D. _____ is willing to be employed by White Enterprises.

Therefore, the parties agree as follows:

EMPLOYMENT.

White Enterprises shall employ _____ as a(n) Supervisor. _____ shall provide to White Enterprises the following services: Monitoring, disciplining and training of assigned sales team _____ accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction of White Enterprises and White Enterprises's supervisory personnel. _____ shall also perform (i) such other duties as are customarily performed by an employee in a similar position, and (ii) such other and unrelated services and duties as may be assigned to _____ from time to time by White Enterprises.

BEST EFFORTS OF EMPLOYEE.

_____ agrees to perform faithfully, industriously, and to the best of _____'s ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Agreement, to the reasonable satisfaction of White Enterprises. Such duties shall be provided at such place(s) as the needs, business, or opportunities of White Enterprises may require from time to time.

COMPENSATION OF EMPLOYEE.

As compensation for the services provided by _____ under this Agreement, White Enterprises will pay _____ an annual salary of \$60,000.00 payable in accordance with White Enterprises's usual payroll procedures. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that _____ shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which _____ has not yet been paid, and for any commission earned in accordance with White Enterprises's customary procedures, if applicable. Accrued vacation will be paid in accordance with state law and White Enterprises's customary procedures. This section of the Agreement is included only for accounting and payroll purposes and should not be construed as establishing a minimum or definite term of employment.

COMMISSION PAYMENTS.

In addition to the payments under the preceding paragraph, White Enterprises will make commission payments to _____ at the rate of 3% of total sales based on accomplishing sales goals of _____. This commission will be paid monthly on the first day of the following month.

Right to Inspect. _____, or _____'s agent, shall have the right to inspect White Enterprises's records for the limited purpose of verifying the calculation of the commission payments, subject to such restrictions as White Enterprises may reasonably impose to protect the confidentiality of the records. Such inspections shall be made during reasonable business hours as may be set by White Enterprises.

RECOMMENDATIONS FOR IMPROVING OPERATIONS.

_____ shall provide White Enterprises with all information, suggestions, and recommendations regarding White Enterprises's business, of which _____ has knowledge, that will be of benefit to White Enterprises.

CONFIDENTIALITY.

_____ recognizes that White Enterprises has and will have information regarding the following:

- inventions
- product design
- processes
- copyrights
- customer lists
- discounts
- business affairs
- future plans

and other vital information items (collectively, "Information") which are valuable, special and unique assets of White Enterprises. _____ agrees that _____ will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any Information to any third party without the prior written consent of White Enterprises.

_____ will protect the Information and treat it as strictly confidential. A violation by _____ of this paragraph shall be a material violation of this Agreement and will justify legal and/or equitable relief.

UNAUTHORIZED DISCLOSURE OF INFORMATION.

If it appears that _____ has disclosed (or has threatened to disclose) Information in violation of this Agreement, White Enterprises shall be entitled to an injunction to restrain _____ from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. White Enterprises shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

CONFIDENTIALITY AFTER TERMINATION OF EMPLOYMENT. The confidentiality provisions of this Agreement shall remain in full force and effect for a 3-year period after the termination of _____'s employment.

BENEFITS.

_____ shall be entitled to employment benefits, including personal leave, sick leave, vacation, health insurance and disability insurance as provided by White Enterprises's policies in effect from time to time.

TERM/TERMINATION.

_____ 's employment under this Agreement shall be for an unspecified term on an "at will" basis. This Agreement may be terminated by White Enterprises upon 14 days written notice, and by _____ upon 14 days written notice. If White Enterprises shall so terminate this Agreement, _____ shall be entitled to compensation for 10 days beyond the termination date of such termination, unless _____ is in violation of this Agreement. If _____ is in violation of this Agreement, White Enterprises may terminate employment without notice and with compensation to _____ only to the date of such termination. The compensation paid under this Agreement shall be _____'s exclusive remedy.

TERMINATION FOR DISABILITY.

White Enterprises shall have the option to terminate this Agreement, if _____ becomes permanently disabled and is no longer able to perform the essential functions of the position with reasonable accommodation. White Enterprises shall exercise this option by giving 30 day written notice to _____.

COMPLIANCE WITH EMPLOYER'S RULES.

_____ agrees to comply with all of the rules and regulations of White Enterprises.

RETURN OF PROPERTY.

Upon termination of this Agreement, _____ shall deliver to White Enterprises all property which is White Enterprises's property or related to White Enterprises's business (including keys, records, notes, data, memoranda, models, and equipment) that is in _____'s possession or under _____'s control. Such obligation shall be governed by any separate confidentiality or proprietary rights agreement signed by _____.

NOTICES.

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

Employer:

White Enterprises
Megan Smith
Human Resources Manager
5000 main st
Atlanta, Georgia 30123

Employee:

_____, _____

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT.

This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

SEVERABILITY.

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

APPLICABLE LAW.

This Agreement shall be governed by the laws of the State of Georgia.

SIGNATORIES.

This Agreement shall be signed by Megan Smith, Human Resources Manager on behalf of White Enterprises and by _____ in an individual capacity. This Agreement is effective as of the date first above written.

EMPLOYER:
White Enterprises

By: _____
Megan Smith
Human Resources Manager

Date: _____

AGREED TO AND ACCEPTED.

EMPLOYEE:

Date: _____

SAMPLE