EXCLUSIVE SALES REPRESENTATIVE AGREEMENT

This Exclusive Sales Representative Agreement ("Agreement") is made and entered into this [redacted]**eptember, 2025**,

BETWEEN:
Sail Shade World Pty Ltd
33 Haig Street
Netherby, SA 5062
Australia
Email: gov.sales@sailshadeworld.com
("Company")

AND:
[redacted]

(Hereinafter collectively referred to as the "Parties")

1. APPOINTMENT AND TERRITORY

The Company hereby appoints the Sales Representative as its exclusive Sales Representative to promote and solicit sales for the Company's products to government entities within the following assigned territory:
Territory: Austria

The Company commits to assigning only territories with a sufficient number of target market entities—such as municipalities, schools, parks, childcare centers, public recreation areas, and military installations—to ensure viable market potential. As the sole Sales Representative for this territory, the Sales Representative will receive a commission on every sale originating from within the territory through the gov.sailshadeworld.com website, regardless of how the sale originated. This includes direct sales from the Sales Representative's outreach, indirect sales from clients finding the website independently, and word-of-mouth sales.

2. DUTIES AND RESPONSIBILITIES OF SALES REPRESENTATIVE

The Sales Representative’s role is communication-focused and does not require travel, face-to-face contact, or holding inventory. The Sales Representative agrees to:

- Research and identify primary contacts within municipalities, cities, and other government bodies in the Territory.
- Make initial phone calls to identify and qualify decision-makers within departments responsible for procurement.
- Educate decision-makers about Sail Shade World's products and its "No-Tender Solution".
- Follow up on conversations using the provided professional SR@gov.sailshadeworld.com email address.
- Field incoming calls from potential clients and act as a knowledgeable liaison.
- Utilize the company’s web-based CRM system, if desired, for personal organization,

though its use is optional except for accessing commission statistics and submitting invoices.

3. RESPONSIBILITIES OF THE COMPANY

The Company agrees to:

- Provide the Sales Representative with a custom-built, web-based CRM system, optional for managing accounts, contacts, and activities, but required for accessing commission statistics and submitting invoices.
- Provide access to a custom Prospect List containing thousands of potential clients created from data aggregated by the company’s research team.
- Ensure the gov.sailshadeworld.com website automatically displays the Sales Representative's direct contact number to any visitor from within the Territory.
- Handle all order processing and financial transactions directly through the gov.sailshadeworld.com website.
- Assume all product liability, absolving the Sales Representative of the same.
- Provide a dedicated forum exclusively for Sales Representatives to share experiences, exchange tips, and collaborate.

4. FINANCIAL MODEL AND COMPENSATION

Initial Fee: The Sales Representative shall pay the Company a one-time, refundable setup and onboarding fee of $500 to secure the assigned territory, reimbursable through commissions.

Commission Structure:

- **Phase 1 (Payback):** The Sales Representative will earn a premium 30% commission on all sales placed within the territory through gov.sailshadeworld.com until 100% of the Initial Fee has been reimbursed.
- **Phase 2 (Lifetime Commission):** After the payback milestone is reached, the Sales Representative will earn a 20% commission on the total value of every order from the territory through gov.sailshadeworld.com, including shipping. This lifetime commission also applies to all repeat business from customers who placed their initial orders while this Agreement was in force, continuing even if the Agreement is terminated by either party.

Optional Retail & Corporate Commission Stream

In addition to government sales, you can opt-in to earn a **20% commission on the cost of the shade sail only<.strong> from our other Sail Shade World websites (e.g., retail and corporate) that originate from your territory.**

If you agree, your telephone number will also be displayed on these other sites for visitors within your territory. To be eligible for this commission, the Sales Representative must have spoken with the customer and logged a record of the conversation in the Customer Relationship

Management (CRM) system.

Commission Calculation:

- For primary government sales, the commission is calculated on the total sale price, including shipping.
- For optional retail and corporate sales, the commission is calculated on the cost of the shade sail before shipping or any other charges.

Payback Milestone: The Sales Representative will earn a premium 30% commission on all sales until 100% of the Initial Fee has been reimbursed. Once this milestone is reached, the commission structure will transition to the lifetime commission rates detailed above.

5. PERFORMANCE AND TARGETS

This Agreement is based on active engagement and performance. The Parties will work together to establish clear and achievable sales targets at the outset of this Agreement. Performance will be reviewed on a semi-annual basis. The continuation of territorial assignment is contingent upon a committed effort by the Sales Representative to develop the market and meet these mutually agreed-upon goals.

6. TERM AND TERMINATION

This Agreement shall commence on the date signed and continue until terminated by either Party with 30 days' written notice. Upon termination, the Sales Representative’s entitlement to lifetime commissions on repeat business from customers who placed initial orders during the Agreement’s active period shall remain unaffected.

7. INDEPENDENT CONTRACTOR STATUS

The Sales Representative is an independent contractor and not an employee of the Company. This Agreement shall not be construed to create any association, partnership, joint venture, or relationship of principal and agent between the Parties.

8. EARNINGS DISCLAIMER

The Sales Representative acknowledges that any earnings projections or illustrative examples provided by the Company are not a guarantee of income. Financial success depends entirely on the Sales Representative's own effort, skill, and persistence.

9. NOTICES

Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient when sent by email to the addresses listed for the Parties in this Agreement.

10. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of South Australia, Australia.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, and representations.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.



COMPANY: Sail Shade World Pty Ltd

[redacted]