



## **COMISSION PARTNER AGREEMENT**

This Commission Partner Agreement (“Agreement”) is entered into as of \_\_\_\_\_, (“Date”), by and between Security Lock Technologies (“Company”), with its principal place of business at 3855 County Farm Road, Hanover Park, IL 60133, and \_\_\_\_\_ (“Partner”), with its principal place of business at \_\_\_\_\_ (“Partner Address”). Collectively, the Company and the Partner may be referred to as the “Parties.”

### **SECTION 1: DEFINITIONS**

1.1 “**Commission**” means the compensation payable by the Company to the Partner for an Eligible Commission in accordance with Exhibit A.

1.1.2 “**Acknowledged Commission**” means a potential commissionable sale opportunity that the Company has confirmed in writing as originating from the Partner. The Company may, in its sole discretion, reject any opportunity that does not meet Company requirements, is already in process with the Company, or involves an existing customer.

1.2 “**Eligible Commission**” is defined as an Acknowledged Commission that fulfills the following

- Results in a Qualified Sale;
- The Company receives Collected Revenue from that sale;
- The opportunity was not already an existing customer or in active negotiations prior to the Partner’s involvement;
- The sale complies with all applicable laws and does not harm the reputation of the Company.

1.3 “**Qualified Sale**” means a customer transaction for the Company’s products or services in which the Partner materially assisted during the sales process, and which has resulted in Collected Revenue actually received by the Company.

1.4 “**Collected Revenue**” means funds actually received by the Company from a Qualified Sale, net of taxes, refunds, credits, or chargebacks.

### **SECTION 2: DUTIES AND OBLIGATIONS**

#### **2.1 Duties of the Partner**

- Actively promote and assist in securing sales of Company products and services in a professional and ethical manner;
- Provide introductions, demonstrations, or material support during the sales process;
- Submit opportunities in the form required by the Company.

#### **2.2 Duties of the Company**



- Provide Partner with training, product information, and marketing support as reasonably needed;
- Track Partner's activity and confirm in writing which sales qualify as "Qualified Sales" under this Agreement.
- Pay Partner commissions in accordance with Section 3 and Exhibit A.

### **SECTION 3: COMPENSATION**

**3.1 Commission** The Company agrees to pay the Partner a commission only on Qualified Sales that results in Gross Profit actually earned and Collected Revenue received by the Company from the client.

**3.2 Referred Client Payment Requirement** For a commission to become payable, the Referred Client must remit an initial payment to the Company equal to no less than fifty percent (50%) of the total contract value. The Company requires this initial payment before any commission accrual begins. Once the initial payment has been received, commissions will accrue and be calculated based on the gross profit actually earned and collected by the Company as subsequent client payments are received. The Partner acknowledges that the Company shall not be obligated to pay any commission until at least fifty percent (50%) of the Client's total payment obligation has been received.

#### **3.3 Payment Terms**

- **Commission Basis** Commissions are calculated as a percentage of monthly gross profit actually earned and collected from the client (not projected, estimated, or unpaid amounts). The Company's standard commission range is five to ten percent (5%–10%) of gross profit. Any commission above this standard range requires prior negotiation and approval by the Sales Team.
- **Commission Accrual** After initial submittal of payment from Client, the Commissions will not accrue until the Company has received concurring Collected Revenue and verified gross profit for the applicable month.
- **Payment Schedule** Payments shall be made to the Partner within thirty (30) days after the end of each calendar month, based on all Collected Revenue received by the Company during that month.
- **Payment method** All commission payments shall be made via ACH transfer to the Partner's designated bank account. It is the Partner's sole responsibility to maintain accurate and current ACH account information with the Company. Failure to update such information may result in delays in commission payouts, which the Partner expressly acknowledges and agrees shall not constitute a breach by the Company.
- **Refunds or Nonpayment** No commissions will be due on refunded, canceled, or unpaid contracts.
- **Scope of Contract** No commission shall be paid on services performed outside the scope of the executed contract.



## **SECTION 4: TERM & TERMINATION**

**4.1 Duration** This Agreement shall commence on the Effective Date and continue until terminated by either Party with thirty (30) days' written notice.

### **4.2 Termination**

- Either Party may terminate for convenience with 30 days' written notice;
- Either Party may terminate immediately for breach, insolvency, or unlawful conduct;
- Upon termination, Partner shall cease representing the Company, and commissions will only be paid on Qualified Sales closed and collected before the termination date.

## **SECTION 5: CONFIDENTIALITY**

**5.1 Definition:** "Confidential Information" means any information disclosed by one Party ("Disclosing Party") reveals to the other ("Receiving Party") that is either designated as confidential or should be reasonably understood as confidential given its nature. Confidential Information includes but is not limited to customer lists, financial information, non-public product or service information, and other proprietary information.

**5.2 Non-Disclosure:** The Receiving Party agrees to keep all Confidential Information strictly confidential, not disclose it to third parties without consent, and use it solely for purposes of fulfilling obligations under this Agreement.

**5.3 Exceptions** Confidential Information does not include information that:

- Was already lawfully known to the Receiving Party at the time of disclosure;
- Is disclosed by a third party with the right to do so;
- Becomes publicly available through no fault of the Receiving Party; or
- Is independently developed without use of the Disclosing Party's information.

**5.4 Required Disclosure:** If the Receiving Party is required by law to disclose Confidential Information, it shall provide prompt written notice to the Disclosing Party, where legally permitted, to allow the Disclosing Party to contest the disclosure.

**5.5 Return of Confidential Information:** Upon termination of this Agreement, or upon request, the Receiving Party shall return or destroy all Confidential Information, unless required by law to retain it.

**5.6 Continuing Obligations:** The obligations under the Section survive termination of the Agreement until the Confidential Information becomes public through no fault of the Receiving Party.

## **SECTION 6: INTELLECTUAL PROPERTY**

**6.1 Ownership:** Partner acknowledges that the Company owns all intellectual property rights in its services/products. No rights are transferred under this Agreement.

## **SECTION 7: GENERAL PROVISIONS**



**7.1 Governing Law:** This Agreement shall be governed by and in accordance with the laws of the state of Illinois.

**7.2 Entire Agreement:** This Agreement, including any exhibits, contains the entire agreement between the Parties and supersedes all prior agreements, understandings, and discussions whether oral or written, of the Parties with respect to the only subject matter hereof.

**7.3 Amendment Clause** This Agreement may be amended or modified only by a written document signed by both Parties.

**7.4 Waiver:** No waiver of any term of this Agreement shall be valid unless it is in writing and signed by the Party granting the waiver. A waiver of one breach or default shall not be considered waiver of any other or future breach or default.

**7.5 Indemnification:** Each Party agrees to indemnify and hold the other harmless from any claims, losses, liabilities, or expenses incurred because of the negligent or intentional acts or omissions of the indemnifying party.

**7.6 Severability:** If any term or provision of this Agreement is invalid or unenforceable in any jurisdiction, such unenforceability shall not affect any other terms or provision of this Agreement or invalidate such term or provision in any other jurisdiction.

**7.7 Notices** All notices under this Agreement must be in writing and delivered by personal delivery, overnight courier, fax or email. Notices become effective upon confirmed delivery, and a confirmed receipt must be sent to the Party's address in this agreement.

Company Address:

3855 County Farm Road  
Hanover Park, IL 60133

Partner Address:

\_\_\_\_\_  
\_\_\_\_\_

**7.8 Independent Contractor Relationship:** It is understood that the Partner is an independent contractor and not an agent, partner, or employee of the Company. The Partner shall not have any authority to enter into any agreements or obligations on behalf of the Company.



**By signing below, the Commission Partner acknowledges and agrees to the terms and conditions of the Security Lock Technologies Commission Program:**

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**Name**

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**Company Name**

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**Signature**

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**Date Signed**