

# **Commission Agent Agreement**

**Between The 5%ers Company and Commission Agent**

**The 5%ers Company**

Name:

**Commission Agent**

Name:

# 1. Purpose

The Company appoints the Commission Agent as its independent partner to promote, refer, and introduce clients or agents to the Company's trading programs and investment opportunities. The Commission Agent accepts such appointment under the terms and conditions stated herein.

## 2. Scope of Responsibilities

The Commission Agent shall carry out the following duties:

### 1. Client and Agent Referrals

- Promote the Company's services using official referral codes, promotional materials, and guidelines provided.
- Ensure accurate representation of the Company's policies, avoiding misleading claims.

### 2. Account Handling

- Assist clients in account setup and guide them using signals or tools provided by the Company.
- Submit required data for login credentials, which will be generated by the Company.

### 3. Client Engagement

- Encourage clients to participate in **long-term investment strategies** for better results and mutual growth.
- Provide after-referral support to ensure client retention.

### 4. Professional Conduct

- Adhere strictly to the Company's branding, marketing ethics, and regional regulations.

- Protect sensitive data, including referral records, financials, and client information.

### 3. Commission & Payment Structure

#### 1. Base Commission

- Commission Agent will earn commissions on the earnings generated by their referred clients/agents in accordance with the Company's official commission structure.

#### 2. Level 1 Commission (Multi-Tier Earnings)

- If a Commission Agent successfully refers another agent (Level 0 Agent) through their referral code, they will be promoted to **Level 1 Commission Agent**.
- Level 1 Agents receive **15% commission** from the earnings generated by their referred Level 0 Agents.

#### 3. Example:

- If a Level 1 Agent refers **5 Level 0 Agents**, and each Level 0 Agent earns **\$1,000 commission per month**,
- Total Earnings of Level 0 Agents = \$5,000
- Level 1 Agent receives **15% = \$750** as additional commission.

#### 4. Payouts

- Payments shall be made **monthly** to the bank account or payment wallet registered by the Commission Agent.
- Minimum payout threshold: **[Insert amount]**.

#### 5. Adjustments

- The Company reserves the right to withhold or deduct commissions in cases of fraudulent activity, chargebacks, or policy violations.

## 4. Term & Termination

### 1. Commencement

This Agreement becomes effective upon signature and shall continue unless terminated as outlined below.

### 2. Termination by Company

The Company may terminate this Agreement immediately if:

- The Agent engages in fraud, unethical practices, or misrepresentation.
- The Agent fails to maintain active participation or violates Company policies.

### 3. Termination by Agent

The Agent may terminate this Agreement by giving **30 days written notice** to the Company.

## 5. Confidentiality

- The Commission Agent agrees to keep all business information of the Company strictly confidential. This includes client details, trading signals, financial data, commission structures, and any strategies or tools provided by the Company.
- The Agent shall not share, disclose, or use this information for personal benefit or to assist any competitor. Confidentiality must be maintained during the Agreement and for **two (2) years after termination**.
- In case of a breach of confidentiality, the Company reserves the right to terminate this Agreement immediately and may take legal action to recover any losses.

## 6. Independent Contractor Status

1. The Commission Agent is an **independent contractor** and not an employee of the Company.
2. No salary, allowances, insurance, or employment benefits apply.

3. The Agent is solely responsible for compliance with taxation and financial reporting obligations.

## 7. Dispute Resolution

1. Parties shall attempt to resolve disputes through negotiation and mutual understanding.
2. If unresolved, disputes shall be referred to **arbitration** under the laws of **[Jurisdiction/Region]**.
3. The decision of the arbitrator shall be final and binding.

## 8. Governing Law

This Agreement shall be governed by and construed under the laws of Pakistan.

## 9. Entire Agreement

This Agreement constitutes the full and complete understanding between The Company and the Commission Agent.

- No verbal promises or external representations shall be binding unless included in this Agreement.
- Any amendments must be made in writing and signed by both parties.

## Signatures

### Commission Agent

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_