

Agent Agreement

Between: SOPsubmissionwriter.com (hereinafter called "the Principal")

And: The Agent

It is agreed as follows:

1. The Principal agrees that the Agent may encourage the uptake of the Principal's service and will pay a commission of 25% of the subscription fee paid by any new subscriber who includes the Agent's identification code in the registration form at the time of registration.
2. The Agent is not an employee of the Principal but is an independent agent who may within the grounds of good conduct and compliance with the laws of Australia seek subscribers however the agent wishes. The agent will at no time hold itself out as an employee of the Principal.
3. The Agent will not make any representations about the service offered by the Principal except for the information contained in authorised marketing material.
4. The Agent will at no time represent itself as representing the Principal or having any authority to bind the Principal.
5. In carrying out their obligations under this agreement the parties will act in accordance with good faith and fair dealing and the provisions of this agreement. As well as any statements made by the parties in connection with this agreement shall be interpreted in good faith.
6. The Agent may engage others to act for him in relation to the obtaining of new subscribers but those others must agree to be bound by the terms of this agreement in regards to conduct. The Agent will indemnify the Principal against any liability, cost or expense that might arise due to any act or omission by a person engaged by the Agent.
7. The right to commission ONLY arises when the Agent's identification code is included in the subscription form by a new subscriber at the time of registering and paying for the subscription. The rate of commission will be 25% of the subscription fee. If the Agent's identification code is not included at such time as previously described no right to commission arises and no payment will be made to the Agent. It is the Agent's sole responsibility to ensure the Agent's identification code is included in the subscription form.
8. To receive the commission an Agent must have a valid operating PayPal account and to have provided the Principal with the correct Account identify. Failure to do so or to provide the correct account details will mean that no right to commission will arise and no payment will be made even if the Agent's identification code is included in the registration form.

9. Where the new subscriber elects to pay the subscription by monthly instalments the Agent will be entitled to 25% of the monthly payments once paid by the subscriber for the period of 12 months from the start of the subscription.
10. The Principal has set-up a system where the commission due on a subscription will be paid automatically into a specified PayPal account automatically at the end of each calendar month after payment by the new subscriber. If for any reason this automated system fails the Principal must pay the commission due to the Agent within 30 days of the liability arising. Payment will only be made into a valid PayPal account.
11. Payment of commission is automatic and no invoice or tax invoice is necessary from the Agent. The 25% commission rate is inclusive of GST if payable and the Agent is solely responsible for the accounting, liability and payment of any GST, taxes or duties that might arise from the payment of commission.
12. The Principal may with one week written notice terminate this agreement. Service of this notice will be by email to the email provided by the Agent at the time of applying to be an agent or to any email the Principal believes is an active email the Agent will have access to. The Agent will be entitled to any commission earned until the date of termination.
13. This agreement contains all the agreed terms between the parties and no other terms that are not in writing or expressly included by operation of legislation shall be included in this agreement.
14. The law of the state of Tasmania will apply to this agreement.
15. If any term of this agreement be found inoperative or valid it shall be severed from this agreement and the rest of the agreement will be read as though that term did not exist. In interpreting the agreement the parties or the court must do so to preserve the intention of the agreement.
16. The Agent acknowledges that it had available to it a copy of this agreement and read the agreement at the time of lodging its application to become an Agent and that by lodging that application agreed to be bound by the terms and conditions of this agreement.
17. The Agent agrees that as part of the consideration for being granted an Agent identification code it will not commence or participate in any legal action or claim against the Principal or any associates or employees of the Principal for any act or omission, whether intentional or not, arising out of or in connection to this agreement and to indemnify the Principal from any loss due to any such action or claim.

