## **Sales Representative Contract**

This Sales Representative Contract ("Contract") is made effective	as of see date below, by and between Cppi
Inc, of 64-22 Madison St, Ridgewood NY, New York 11385, and	, of
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In this Contract, the party who is contracting to receive services shall be referred to as "Cppi Inc", and the party who will be providing the services shall be referred to as "Independent sales agent".

Independent sales agent has a background in Sales and is willing to provide services to Cppi Inc based on this background.

Cppi Inc desires to have services provided by Independent sales agent to market and sell Consumer product. in any area where they wish to. (the "Territory").

Cppi Inc hereby appoints Independent sales agent as Cppi Inc's sales representative within the Territory as described above, to solicit orders for the Cppi Inc's Products upon the terms and subject to the conditions set forth herein.

Therefore, the parties agree as follows:

**DESCRIPTION OF SERVICES.** Beginning on July 02, 2023, Independent sales agent will provide the following services (collectively, the "Services"):

The sale's of the Condiment Packet Piercer.

**PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by Independent sales agent and shall be determined by Independent sales agent. Cppi Inc will rely on Independent sales agent to work as many hours as may be reasonably necessary to fulfill Cppi Inc's obligations under this Contract.

**COMMISSION PAYMENTS.** Cppi Inc will make commission payments to Independent sales agent based on the independent sales contractor will receive a15% commission of total sales every two weeks. For the purposes of this Contract, means Independent sales agent will receive 15% of total sales from the time of sale ending that two week period of sales.

*Payment Schedule*. The commission payments shall be payable weekly, no later than 14 days days after the end of each applicable week during which Services were performed.

Accounting. Cppi Inc shall maintain records in sufficient detail for purposes of determining the amount of the commission. Cppi Inc shall provide to Independent sales agent a written accounting that sets forth the manner in which the commission payment was calculated.

*Death.* If Independent sales agent dies during the term of this Contract, Independent sales agent shall be entitled to payments or partial commission payments for the period ending with the date of Independent sales agent's death.

**EXPENSE REIMBURSEMENT.** Independent sales agent shall pay all "out-of-pocket" expenses, and shall not be entitled to reimbursement from Cppi Inc.

**SUPPORT SERVICES.** Cppi Inc will provide the following support services for the benefit of Independent sales agent:

- Marketing material.

**NEW PROJECT APPROVAL.** Independent sales agent and Cppi Inc recognize that Independent sales agent 's services may include working on various projects for Cppi Inc. Independent sales agent shall obtain the approval from Cppi Inc prior to the commencement of a new project.

**TERM/TERMINATION.** This Contract may be terminated by either party upon 1 days written notice to the other party.

**RELATIONSHIP OF PARTIES.** It is understood by the parties that Independent sales agent is an independent agent with respect to Cppi Inc, and is not an employee of Cppi Inc. Cppi Inc will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Independent sales agent.

**DISCLOSURE**. Independent sales agent is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of Cppi Inc. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly to the Cppi Inc product of the Condement Packet piercer.

Disclosure of any activity that Independent sales agent may be involved with or on behalf of Cppi Inc

**ARBITRATION.** Any controversy or claim arising out of or relating to this Contract, or any breach thereof, including, without limitation, any claim that this Contract, or any part thereof, is invalid, illegal or otherwise voidable or void, shall be submitted exclusively to final and binding arbitration before, and in accordance with, the Commercial Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof; provided, however, that this clause shall not be construed to limit any rights which Cppi Inc may have to apply to any court of competent jurisdiction for injunctive or other provisional relief. The arbitrator agrees to determine the arbitrability of any dispute. This arbitration provision shall be deemed self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear. Such arbitration shall be conducted by the American Arbitration Association, at its offices and shall be governed by the rules of the American Arbitration Association then in force and effect. The parties agree that the arbitrator shall not have the power to award punitive damages against any party.

**EMPLOYEES.** Independent sales agent's employees, if any, who perform services for Cppi Inc or Independent sales agent under this Contract shall also be bound by the provisions of this Contract. At the request of Cppi Inc, Independent sales agent shall provide adequate evidence that such persons are Independent sales agent's employees.

**INDEMNIFICATION.** Independent sales agent agrees to indemnify and hold harmless Cppi Inc from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Cppi Inc that result from the acts or omissions of Independent sales agent, Independent sales agent's employees, if any.

**ASSIGNMENT.** Independent sales agent's obligations under this Contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of Cppi Inc.

**NOTICES.** All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Cppi Inc:
Cppi Inc Leonard Cascia CEO 64-22 Madison St Ridgewood NY, New York 11385
IF for Independent sales agent's name and address below.
Such address may be changed from time to time by either party by providing written notice to the other in
the manner set forth above.
<b>ENTIRE CONTRACT.</b> This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.
<b>AMENDMENT.</b> This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.
<b>SEVERABILITY.</b> If any provision of this Contract 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 Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
<b>WAIVER OF CONTRACTUAL RIGHT.</b> The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right's to subsequently enforce and compel strict compliance with every provision of this Contract.
Payouts are paid once your commission amount due reaches \$100.00 or more.
<b>APPLICABLE LAW.</b> This Contract shall be governed by the laws of the State of New York.
<b>SIGNATURES.</b> This Contract shall be signed on behalf of Cppi Inc by Leonard Cascia and by Independent sales agent name and effective as of the date listed below.
Date signed

Print / Sign and mail back to us at Cppi Inc 64-22 Madison St, Ridgewood, N.Y. 11385

Company: Cppi Inc	
By: Leonard Cascia C.E.O of Cppi Inc	
Independent sales agent.	
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Ву:	Date: