



LEGAL DOCUMENT

# Agent Agreement

*Residual commission agreement for sales agents*

Version 1.0 · May 2026 · 365Agents, Inc.

# 365 AGENTS

## AGENT AGREEMENT

---

This Agent Agreement (this “**Agreement**”) is dated [insert date] (the “**Effective Date**”) and entered into between **365Agents, Inc.**, a Nevada corporation, with offices at 18291 North Pima Road Suite 110, #273, Scottsdale, AZ 85255 (“**365Agents**,” “**we**,” or “**us**”), and [insert Agent name], a [insert state] [corporation OR limited liability company], with offices at the address set forth on the signature page (“**Agent**” or “**you**”).

### RECITALS

A. 365Agents provides an online service that uses artificial intelligence (“**AI**”), including large language models and other technology, to allow customers to deploy voice agents that manage phone calls and text messaging for businesses (the “**365Agents Platform**” or “**Platform**”).

B. Agent is a master agent, technology advisor, MSP, telecommunications carrier, UCaaS or CCaaS provider, or other agent that markets, refers, and supports communications and AI solutions to its end customers.

C. Agent desires to refer prospective customers to 365Agents and earn ongoing commissions on the resulting subscriptions, and 365Agents desires to compensate Agent on the terms set forth in this Agreement.

D. The parties acknowledge that this Agreement governs the **Agent** track only. If Agent wishes to resell the Platform under its own brand or with margin-based pricing, Agent must enter into a separate Reseller / White-Label Agreement with 365Agents.

In consideration of the foregoing recitals (which are incorporated into this Agreement) and for other good and valuable consideration, the parties agree as follows:

---

### 1. DEFINITIONS

In addition to capitalized terms defined elsewhere in this Agreement, the following terms have the following meanings (and any term not defined here has the meaning given in 365Agents’ then-current Terms of Service available at <https://365agents.com/terms-of-service/> (the “**ToS**”)):

“**Affiliate**” has the meaning given in the ToS.

“**Approved Customer**” means a prospect that Agent has registered through the Agent Portal in accordance with Section 3 and that 365Agents has accepted in writing (including by Portal acceptance, e-signature, or first invoice) into a direct subscription with 365Agents.

**“Customer Agreement”** means the Master Services Agreement, Order Form, ToS, Service Levels & Support Policy (“**SLA**”), Data & InfoSec Policy, and any other 365Agents customer-facing terms executed by or accepted by an Approved Customer.

**“End Customer”** means an Approved Customer (and only an Approved Customer) for which Agent is entitled to commissions under this Agreement.

**“Net Collected Revenue”** means amounts actually received by 365Agents in U.S. dollars from an End Customer for subscription Fees and usage Fees under the Customer Agreement during the applicable calendar month, **less** (a) refunds, credits, chargebacks, and write-offs; (b) sales, use, value-added, telecommunications, regulatory recovery, and similar pass-through taxes and fees; (c) third-party telecom, SMS, and AI-provider pass-through charges separately broken out on the invoice; and (d) any amounts collected and remitted to a third party (e.g., 911, USF, e911 cost recovery). Net Collected Revenue does not include one-time professional services, onboarding, set-up, or implementation fees unless expressly added by an Order or addendum.

**“Order”** means an order document executed between 365Agents and an Approved Customer that incorporates the Customer Agreement and sets forth the Fees for the Services.

**“Agent Portal”** means the online portal made available by 365Agents at which Agent may register prospects, track Approved Customers, view monthly statements, and manage the Agent relationship.

**“Services”** means access to and use of the Platform and any related professional services offered by 365Agents under a Customer Agreement.

**“Term”** has the meaning given in Section 11.

---

## 2. APPOINTMENT AND ROLE

**2.1 Non-exclusive appointment.** Subject to the terms of this Agreement, 365Agents appoints Agent as a non-exclusive, worldwide agent authorized to (a) market and promote the Services, (b) refer prospects to 365Agents, and (c) provide pre-sales support to prospects, in each case in the manner permitted by this Agreement.

**2.2 Independent contractor.** Agent is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, employment, agency, or fiduciary relationship between the parties. Neither party has authority to bind the other or to make any representation, warranty, or commitment on the other’s behalf, and neither party will hold itself out as having such authority.

**2.3 365Agents owns the customer relationship.** Approved Customers are direct customers of 365Agents. 365Agents will (a) contract directly with each Approved Customer under the Customer Agreement, (b) invoice and collect Fees directly from each Approved Customer, (c) provide all support to each Approved Customer in accordance with the SLA, and (d) own all customer data, billing records, and

account-management responsibilities. Agent has no ownership interest in any Approved Customer account, billing history, or data.

**2.4 No reseller authority under this Agreement.** Agent is not authorized under this Agreement to (a) resell the Services, (b) bill any End Customer for the Services, (c) bundle the Services into an Agent-branded product, (d) receive a wholesale discount, or (e) take title to the Services. Any of the foregoing requires a separate, executed Reseller / White-Label Agreement with 365Agents.

---

### 3. DEAL REGISTRATION AND APPROVED CUSTOMERS

**3.1 Registration.** To qualify for commissions on a prospect, Agent must register that prospect through the Agent Portal **before** the prospect has (a) initiated contact with 365Agents through any other channel, (b) been registered by another agent of 365Agents, or (c) appeared in 365Agents' active sales pipeline. Each registration must include the prospect's legal name, primary contact, estimated seat count, and reasonable detail describing the active opportunity.

**3.2 Acceptance.** 365Agents will, within [10] business days of registration, either (a) accept the registration in writing in the Portal, (b) reject it and state the reason, or (c) request additional information. An accepted registration creates a "**Protected Opportunity**" in Agent's name for ninety (90) days, renewable upon documented active sales activity.

**3.3 Approved Customer status.** A Protected Opportunity becomes an "**Approved Customer**" when 365Agents and the prospect execute (or the prospect electronically accepts) a Customer Agreement and the first invoice is issued. Approved Customer status, once established, persists for the duration of the End Customer's paying relationship with 365Agents, subject to the survival rules in Section 11.4.

**3.4 No double-crediting.** A given End Customer may have only one Agent of record at any time. If multiple Agents assert a claim, 365Agents will resolve in favor of (a) the Agent with the earliest accepted registration, then (b) the Agent with documented material sales involvement, in 365Agents' reasonable discretion. 365Agents' written determination is final.

---

### 4. COMMISSIONS

**4.1 Residual commission rate.** 365Agents will pay Agent a commission equal to **twenty percent (20%)** of Net Collected Revenue from each End Customer for the lifetime of the End Customer's paying relationship with 365Agents (the "**Commission**").

**4.2 Lifetime payment.** The Commission is payable for as long as the End Customer remains a paying customer of 365Agents under a Customer Agreement, subject only to (a) Section 11.4 (survival upon termination), and (b) Section 4.7 (clawbacks).

**4.3 Pay cadence — month after collection.** 365Agents bills End Customers in arrears for usage-based Services. For each calendar month, 365Agents will pay Agent the Commission on Net Collected Revenue

**received** during that month no later than the **last business day of the following month** (e.g., Net Collected Revenue received in March is paid to Agent by the last business day of April). 365Agents will not advance Commission on amounts that have not yet been collected.

**4.4 Statements.** Each Commission payment will be accompanied by a statement showing, for each End Customer: gross invoiced Fees, deductions taken to reach Net Collected Revenue, the applicable Commission rate, and the Commission paid. Statements will be available in the Agent Portal.

**4.5 Payment method.** Commissions will be paid by ACH to a U.S. bank account designated by Agent in the Agent Portal. Agent is responsible for keeping its banking information current. 365Agents is not liable for failed transfers caused by stale banking information.

**4.6 Taxes.** Commissions are gross of any income or self-employment taxes owed by Agent. Agent is responsible for all such taxes. 365Agents will issue an annual IRS Form 1099 (or applicable equivalent) reflecting Commissions paid.

**4.7 Clawbacks and offsets.** 365Agents may withhold, recoup, or offset against future Commissions any amounts that are (a) refunded, credited, or charged back to an End Customer; (b) attributable to fraudulent or knowingly inaccurate registration or sales activity by Agent; (c) duplicate payments; or (d) overpayments. Clawbacks are limited to the affected amounts.

**4.8 No commission on certain revenue.** No Commission is payable on (a) one-time set-up, onboarding, professional-services, or training fees unless expressly included in an Order; (b) hardware or third-party-resold items; (c) revenue collected during any period in which Agent is in material breach of this Agreement; or (d) revenue from customers acquired by 365Agents independent of Agent's referral and not registered as a Protected Opportunity.

**4.9 Rate changes for new customers.** 365Agents may change the Commission rate for **new** Approved Customers registered after a notice date with at least sixty (60) days' prior written notice to Agent. Commission rates for then-existing End Customers will not be reduced during their paying lifetime under this Agreement, except as expressly permitted in Section 11.4.

---

## 5. AGENT PRODUCTION COMMITMENT

**5.1 Annual minimum production.** Within twelve (12) months of the Effective Date, and in each subsequent rolling twelve-month period, Agent must achieve and maintain at least **two thousand U.S. dollars (\$2,000)** in aggregate monthly recurring revenue from Approved Customers ("**Minimum MRR**").

**5.2 Cure period.** If Agent fails to meet the Minimum MRR, 365Agents will give Agent written notice and a ninety (90) day cure period. If Agent does not cure, 365Agents may, in its sole discretion, (a) terminate this Agreement under Section 11.2, (b) reduce Agent's prospective Commission rate by up to fifty percent (50%) on new Approved Customers registered after the cure period (existing End Customers unaffected), or (c) waive the requirement.

**5.3 Existing End Customers protected.** Failure to meet Minimum MRR will not cause forfeiture of Commissions on then-existing End Customers, except as set forth in Section 11.4.

---

## 6. AGENT OBLIGATIONS

**6.1 Marketing.** Agent will market and represent the Services accurately and only as described in 365Agents' then-current marketing materials, ToS, Documentation, and approved messaging. Agent will not (a) make any false, misleading, or unauthorized claims about the Services or 365Agents, (b) make any guarantees or warranties on 365Agents' behalf, or (c) commit 365Agents to any non-standard pricing, contract terms, SLAs, or feature delivery.

**6.2 Compliance.** Agent will comply with all applicable laws and regulations in connection with its activities under this Agreement, including the Telephone Consumer Protection Act, the Telemarketing Sales Rule, CAN-SPAM, anti-bribery laws, U.S. and foreign export and sanctions laws, and applicable state telemarketing and AI-disclosure laws.

**6.3 Trademark license.** Subject to 365Agents' then-current Brand & Co-Marketing Guidelines, 365Agents grants Agent a non-exclusive, non-transferable, royalty-free, revocable license during the Term to use the 365Agents name, logo, and approved trademarks solely to identify Agent as a 365Agents Agent. Agent will not register, use, or seek rights in any 365Agents trademark, domain, or social handle.

**6.4 No solicitation away.** During the Term and for twelve (12) months thereafter, Agent will not knowingly direct an Approved Customer to discontinue Services and migrate to a competing AI voice agent or AI receptionist offering. Nothing in this Section restricts Agent's ability to advise an Approved Customer in good faith on adjacent telecom, UCaaS, or CCaaS services.

---

## 7. PROPRIETARY RIGHTS

**7.1 365Agents IP.** All right, title, and interest in and to the Platform, Services, Software, Documentation, and any improvements, enhancements, or derivative works thereof, including all Intellectual Property Rights, are and remain the exclusive property of 365Agents and its licensors. Except for the limited trademark license in Section 6.3, no rights are granted to Agent by implication, estoppel, or otherwise.

**7.2 Agent brand.** Agent retains all rights in its own name, logo, and trademarks. Nothing in this Agreement grants 365Agents any ownership in Agent's brand, except that 365Agents may identify Agent as a 365Agents Agent in customer-facing agent directories, sales materials, and case studies on prior approval (not to be unreasonably withheld).

**7.3 Customer data.** Agent has no rights in any customer data, account data, or billing data of any End Customer. Agent will not collect, store, transmit, or process any End Customer personal data except (a)

contact information voluntarily provided to Agent during the sales cycle, and (b) as needed to provide pre-sales support.

---

## 8. CONFIDENTIALITY

The parties' confidentiality obligations are governed by the same terms set forth in Section 9 ("Confidentiality") of the 365Agents Master Services Agreement (as published at <https://365agents.com/legal/msa>), which are incorporated by reference. For the avoidance of doubt, commission rates, Agent Portal data, registered prospects, and End Customer lists are 365Agents Confidential Information.

---

## 9. WARRANTIES; DISCLAIMER

**9.1 Mutual.** Each party represents and warrants that (a) it has full power and authority to enter into and perform this Agreement and (b) its performance does not conflict with any other obligation.

**9.2 Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, AND EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING. 365AGENTS MAKES NO COMMITMENT TO AGENT REGARDING SALES VOLUME, COMMISSION AMOUNTS, OR THE FUTURE AVAILABILITY OF ANY FEATURE OR SERVICE.

---

## 10. LIMITATION OF LIABILITY

**10.1 Exclusion of indirect damages.** EXCEPT FOR A PARTY'S BREACH OF SECTION 8 (CONFIDENTIALITY), SECTION 6.2 (COMPLIANCE), OR ITS INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST DATA, OR COSTS OF SUBSTITUTE GOODS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10.2 Cap.** EXCEPT FOR THE EXCLUDED CATEGORIES IN SECTION 10.3, EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE GREATER OF (A) THE TOTAL COMMISSIONS PAID OR PAYABLE TO AGENT UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) FIVE THOUSAND U.S. DOLLARS (\$5,000).

**10.3 Exclusions from cap.** The cap in Section 10.2 does not apply to (a) Agent's payment obligations or 365Agents' obligation to pay earned Commissions; (b) breach of Section 8 (Confidentiality); (c) breach of Section 6.2 (Compliance); (d) infringement, misappropriation, or violation of the other party's IP; (e) gross negligence, willful misconduct, or fraud; or (f) indemnification obligations under Section 12.

---

## 11. TERM AND TERMINATION

**11.1 Term.** This Agreement begins on the Effective Date and continues for one (1) year (the “**Initial Term**”), automatically renewing for successive one-year terms (each a “**Renewal Term**,” and together with the Initial Term, the “**Term**”) unless either party gives sixty (60) days’ written notice of non-renewal.

**11.2 Termination for cause.** Either party may terminate this Agreement immediately upon written notice if the other party (a) materially breaches this Agreement and fails to cure within thirty (30) days of written notice; (b) becomes insolvent, files for bankruptcy, or has a receiver appointed; or (c) ceases ordinary business operations.

**11.3 Termination for convenience.** 365Agents may terminate this Agreement for convenience on ninety (90) days’ written notice to Agent. Agent may terminate this Agreement for convenience on thirty (30) days’ written notice to 365Agents.

**11.4 Survival of Commissions on existing End Customers.** Upon termination of this Agreement, the following rules apply:

- (a) **Termination by 365Agents for cause** based on Agent’s material uncured breach, fraud, willful misconduct, or violation of Section 6.2 (Compliance) or Section 6.4 (No solicitation away): Commissions on all End Customers cease as of the termination date.
- (b) **Termination for convenience by either party, or termination for cause by Agent:** Commissions on **then-existing End Customers as of the termination date** continue at the rate set forth in Section 4.1 for so long as those End Customers remain paying customers of 365Agents under a Customer Agreement, subject to the same clawback, offset, and statement provisions in Section 4. No new Approved Customers may be registered after termination.
- (c) **Non-renewal:** same treatment as (b).

**11.5 Effect of termination.** Upon termination, (a) Agent will cease all marketing of the Services and use of 365Agents trademarks; (b) all Protected Opportunities not yet converted to Approved Customers expire; (c) outstanding earned Commissions will be paid in the normal cycle; and (d) Sections 4 (to the extent of accrued Commissions and Section 11.4 survival), 7, 8, 9.2, 10, 11.4, 11.5, and 13 survive.

---

## 12. INDEMNIFICATION

**12.1 By Agent.** Agent will defend, indemnify, and hold harmless 365Agents and its Affiliates, officers, directors, employees, and agents from and against any third-party claims, losses, damages, liabilities, and expenses (including reasonable attorneys’ fees) arising from or related to (a) Agent’s breach of Section 6 (Agent Obligations); (b) Agent’s representations to prospects or End Customers that exceed or

contradict the ToS, the Customer Agreement, or 365Agents' approved marketing materials; (c) Agent's violation of applicable law; or (d) Agent's gross negligence, willful misconduct, or fraud.

**12.2 By 365Agents.** 365Agents will defend, indemnify, and hold harmless Agent from and against any third-party claims that the Services, as provided by 365Agents and used in accordance with the Customer Agreement, infringe a third party's U.S. registered patent, copyright, or trademark. The remedies in this Section 12.2 are subject to the customary IP-infringement carve-outs (combination, modification, unauthorized use) and remedy options (procure rights, replace, modify, refund) set forth in Section 9 of the Master Services Agreement, which are incorporated by reference.

**12.3 Procedure.** The indemnified party must (a) promptly notify the indemnifying party in writing of the claim, (b) give the indemnifying party sole control of the defense and settlement (provided no settlement imposes obligations on the indemnified party without consent), and (c) reasonably cooperate at the indemnifying party's expense.

---

## 13. GENERAL

**13.1 Governing law.** This Agreement is governed by the laws of the State of Nevada, without regard to its conflict-of-laws principles.

**13.2 Dispute resolution.** Except for actions seeking injunctive or equitable relief to protect Confidential Information or Intellectual Property, and except for collection of past-due, undisputed Commissions or other amounts (which may be brought in any court of competent jurisdiction), the parties will resolve any dispute under this Agreement by final and binding arbitration administered by the **American Arbitration Association** under its **Commercial Arbitration Rules**, conducted in **Clark County, Nevada**, before a single arbitrator, with judgment on the award entered in any court of competent jurisdiction. The parties waive any right to a class, collective, or representative action.

**13.3 Notices.** Notices must be in writing and delivered by (a) personal delivery, (b) nationally recognized overnight courier, or (c) certified mail (return receipt requested) to the address on the signature page (with email copy to [legal@365agents.com](mailto:legal@365agents.com) for notices to 365Agents). Routine operational communications may be by email.

**13.4 Assignment.** Neither party may assign this Agreement without the other's prior written consent, except either party may assign without consent to (a) an Affiliate, or (b) any successor by merger, acquisition, or sale of all or substantially all of its assets.

**13.5 Force majeure.** Except for payment obligations, neither party is liable for delay or failure to perform caused by events beyond its reasonable control.

**13.6 Entire agreement.** This Agreement, together with any Order or Addendum executed under it and the documents incorporated by reference, constitutes the entire agreement between the parties

regarding the Agent relationship and supersedes all prior agreements and understandings on that subject. Amendments must be in writing and signed by both parties.

**13.7 Severability.** If any provision is held unenforceable, it will be modified to the minimum extent necessary to be enforceable, and the remaining provisions will continue in effect.

**13.8 Counterparts; e-signature.** This Agreement may be executed in counterparts, including by electronic signature, each of which is an original.

---

---

## SIGNATURE PAGE

The parties have executed this Agent Agreement as of the Effective Date.

**365Agents, Inc.**

**[Agent legal name]**

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

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

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Notice address: 18291 North Pima Road Suite 110, #273,  
Scottsdale, AZ 85255

Notice address:  
\_\_\_\_\_

Email: legal@365agents.com

Email: \_\_\_\_\_