



# Sales Agent Commission Agreement

## Services:

The primary service rendered by this Agent is to sell the services of the Company in the form of advertising and production contracts.

## Covid Compliance

All sales activity to be carried out in compliance with current Covid recommendations and restrictions.

## Terms of Agency Agreement (Agent):

The Agent is engaged on a self-employed and voluntary basis, as such, is personally responsible for liability regarding personal taxation, National Insurance and also personal and professional liability cover.

The Agent will be responsible for all out-of-pocket expenses (e.g. travel, calls, stationery, utilities) unless agreed in advance with a member of the board.

The Agent will not offer clients and potential clients, rates, packages or bundles which differ from the current Rate Card without the prior approval of the Commercial Team and at least one board member.

The Agent is not contracted to fixed hours or a minimum number of attendance hours nor to any targets regarding numbers of potential customers visited or revenue secured. The Agent is not legally obliged to provide the Company with work schedules and/ or information on absences however, as a courtesy, best practice would be for the Agent to inform the Company of any anticipated prolonged absences to allow client expectations and relationships to be effectively managed.

The Agent is not restricted from carrying out sales, marketing or other work on behalf of other organisations including those within the broadcast industry. However, it would be expected that, when the Agent is representing Belfast 89FM, the Company will have exclusivity within that engagement. The Agent may not 'bundle' Belfast 89FM products and services with those of other organisations without prior agreement of the Commercial Team and at least one board member.

The Agent will have no entitlement to holiday or sick pay.

The Agent shall indemnify the Company against any loss or damage incurred by the Company due to Agent's gross negligence or misrepresentation during the duration of this agreement.

The Agent will adhere to Health, Safety and Security requirements within the Company premises, on clients' premises and locations and at any other location (e.g. Outside



Broadcasts, media events and promotional events) at which the Agent is representing the Company.

The Agent shall use the most ethical practices while engaging in any sales activity.

The Agent agrees to protect all confidential material including prospect data, sales data, and client information belonging to the Company and shall take all reasonable care in making sure that such confidential material is not disbursed to anyone outside the Company. Agents are therefore required to enter into a separate Confidentiality Agreement with the Company.

### Terms of Agency Agreement (Company):

This incentive pays commissions on new and renewed contracts acquired by the Agent subsequent to the date of this agreement. This commission is paid monthly on the third Friday for payments received by the Company in the previous month subject to payment having been received from the client and cleared through the banking system.

If payment is on a scheduled monthly or similar budget arrangement, commission will also be made on a pro-rata basis.

The Agent will submit an invoice to Billy Howe (billy@belfast89.com) on or before the last Friday of every month. This incentive pays commissions on new and renewed contracts acquired by the Agent subsequent to the date of this agreement. This commission is paid monthly on the third Friday for payments received by the Company in the previous month up to the last Friday of the previous month subject to payment having been received from the client and cleared through the banking system.

Any Contracts that are due to the Agent's primary efforts are eligible for this commission.

Commissionable transactions are signed contracts from a customer which has been approved as meeting the station's criteria in terms of broadcast clearance compliance and client approval.

The Company, through the commercial team, will endeavor at all times to provide a pipeline of potential leads.

The Company will provide support in respect of advertising and promotional materials and, as required, resource.

### Commission Rate (New Contracts and Renewals):

Advertising and sponsorship sales - 30% commission based on base rate before VAT and less a production cost of £60.00 (where applicable) in respect of radio advertising and sponsorship sales relating to Belfast FM Ltd t/a Belfast 89FM.

A rate of 20% will apply to contract renewals based on base rate before VAT



### Splits:

Commissions can be split with other Agents, on a deal-by-deal basis with prior agreement from the Company.

A split can be made between one or more Agents playing the same role. In either case, a split percentage would apply indicating the Agent's share based on involvement. The split percentage is to be agreed between the Agents concerned.

### Termination of Engagement:

On voluntary or involuntary termination of Agent's engagement with the Company, commissions will be paid on transactions dated prior to the termination date only.