

SAMPLE PERFORMANCE-BASED E-COMMERCE GROWTH AGREEMENT

SAMPLE TEMPLATE ONLY — NOT READY FOR SIGNATURE. Review and adapt before signing.

1. PARTIES AND EFFECTIVE DATE

This Sample Performance-Based E-commerce Growth Agreement (“Agreement”) is proposed between:

Service Provider: Benalux Digital, legal entity/registration details: [insert], address: [insert], email: [insert] (“Provider”).

Client: [Client’s legal name], legal entity/registration details: [insert], address: [insert], email: [insert] (“Client”).

Effective date: [insert]. Store/website: [insert URL]. Confirm the legal names and signing authority before execution.

2. PURPOSE AND SCOPE

The Provider will support the Client’s e-commerce growth through services agreed in a written scope of work (“Scope”). The Scope should identify deliverables, priorities, access required, timelines, exclusions, and the sales-attribution method. Services may include store review and optimisation, search engine optimisation, conversion improvements, analytics, email/retention setup, campaign preparation, and other expressly agreed activities.

No work outside the agreed Scope is included unless both parties approve it in writing. The Provider does not promise a particular sales, profit, ranking, traffic, or conversion outcome.

3. INITIAL SALES MILESTONE AND FUTURE GOALS

The initial milestone is US\$30,000 in cumulative Eligible Sales during the measurement period agreed here: [start date] to [end date / until milestone is reached]. This is a target, not a guarantee or a monthly target.

Once the milestone has been reached and verified using the agreed records, the parties will discuss and record the next sales target, measurement period, and any changes to the Scope in writing before treating the next target as agreed.

Eligible Sales must be measured consistently and exclude cancelled orders, refunds, chargebacks, fraudulent transactions, and separately stated taxes collected and remitted. The parties must select the attribution method before work begins: [all store sales / sales attributable to agreed activities / other: insert]. Each sale may be counted only once.

4. PERFORMANCE COMPENSATION — 5% OF VERIFIED NET PROFIT

No upfront agency service fee is payable for services under this performance-based arrangement, unless the parties later agree otherwise in writing. The Client will pay the Provider 5% of Verified Net Profit for each agreed reporting period, subject to this Agreement.

“Verified Net Profit” means Eligible Sales for the reporting period minus the documented deductions expressly agreed below. Complete this list before signing: cost of goods sold [include/exclude and method]; discounts and refunds [method]; payment processing fees [include/exclude]; shipping/fulfilment costs [include/exclude]; advertising spend [include/exclude]; platform/app/tool fees [include/exclude]; taxes [treatment]; other approved direct costs [list]. A cost must not be deducted twice.

Only actual, documented costs expressly agreed as deductible may be subtracted. General overhead, owner draws, unrelated expenses, and unapproved spending are excluded unless specifically agreed in writing. Apply the calculation consistently and support it with store and accounting records.

Illustration only: if Verified Net Profit for an agreed period is US\$4,000, the 5% performance compensation would be US\$200. This is not a forecast or promise of results.

5. MARKETING BUDGETS, TOOLS AND EXPENSES

The Client separately funds marketing spend, paid applications, subscriptions, third-party tools, product costs, shipping, and other business expenses approved in writing. These are not included in the Provider’s performance compensation.

The Provider must obtain written approval before committing the Client to paid spend or purchasing anything on the Client’s behalf. Unless separately agreed, the Client pays platforms and vendors directly. No expense is deductible from Verified Net Profit unless the parties have agreed in writing that it is deductible under Section 4.

6. CLIENT RESPONSIBILITIES, ACCESS AND APPROVALS

The Client will provide accurate and timely information, product and fulfilment details, brand assets, relevant store/analytics access, and reasonable cooperation. The Client remains responsible for product quality, stock, pricing, fulfilment, customer service, legal compliance, and the accuracy of product claims.

The Provider will request only access reasonably necessary for the agreed work. Use individual accounts and least-privilege access where available; do not share passwords in plain text. The Client retains ownership and control of its store and accounts.

The Provider must obtain written approval before material changes to pricing, product claims, policies, live-site changes with material impact, paid campaigns, or expenses. Delays in access, content, decisions, inventory, fulfilment, or approvals may affect timelines and outcomes.

7. REPORTING, VERIFICATION AND PAYMENT

The Provider will send a report [monthly / every 30 days] showing agreed sales figures, work completed, key metrics, Verified Net Profit calculation, and the 5% amount due. The Client will provide reasonable supporting records, such as order exports, refunds, payment fees, and agreed cost records, while protecting customer personal data.

The Client may raise a specific, good-faith written dispute within [10] calendar days of receiving a report, identifying the disputed item and supporting information. The parties will promptly reconcile records. Any undisputed amount remains payable.

The Provider will invoice the amount due. Payment is due within [7/14] calendar days after invoice or final reconciliation, as selected by the parties. Payment currency, transfer fees, applicable taxes, and withholding obligations: [insert]. No payment is due on unverified or disputed amounts until resolved.

8. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

Each party retains ownership of materials, methods, trademarks, systems, and information it owned before the engagement. Once all amounts due are paid, the Client may use final client-specific deliverables created under the Scope, subject to third-party licence terms. The Provider retains its pre-existing know-how, templates, and general methods.

Each party will protect the other party's non-public business, financial, customer, technical, and strategic information; use it only for this engagement; and disclose it only to people who need it and are bound by confidentiality obligations, or where legally required. This duty does not cover information public without breach, already lawfully known, independently developed, or lawfully received from another source.

Each party will handle personal data in accordance with applicable data-protection law and use it only as necessary for the agreed services. On termination, access should be removed and confidential information returned or securely deleted where reasonably possible, subject to lawful retention requirements.

9. TERM, TERMINATION AND HANDOVER

This Agreement begins on the Effective Date and continues until ended under this section. Either party may terminate for convenience with [14/30] days' written notice. Either party may terminate for material breach if not remedied within [14] days after written notice. Immediate termination may be available for serious unlawful conduct, fraud, or material security risk, subject to applicable law.

On termination, the Client will pay undisputed performance compensation earned on Verified Net Profit for periods ending on or before termination, plus other amounts expressly agreed and lawfully due. The parties must specify whether compensation applies to later sales attributable to work performed before termination: [insert an agreed, time-limited rule or "no post-termination attribution"]. No future commission or continuing entitlement is assumed unless expressly written here.

The Provider will reasonably cooperate with handover of completed deliverables and revoke its access when appropriate. The Client should revoke access that is no longer needed.

10. LIMITATION OF RESPONSIBILITY

The Provider will perform the agreed services with reasonable care and skill. E-commerce results depend on factors outside the Provider's control, including market demand, competition, product pricing, stock, fulfilment, platform changes, advertising auctions, and the Client's operations. The Provider does not guarantee the \$30,000 milestone or any specific result.

To the extent permitted by applicable law, neither party is liable to the other for indirect or consequential loss. Any financial cap on liability and any exclusions that cannot legally be limited must be reviewed and completed by the parties with appropriate legal advice: [insert cap or agreed rule]. Nothing excludes liability that cannot be excluded by law.

11. DISPUTES AND GOVERNING LAW

The parties will first attempt to resolve a dispute through good-faith discussions between authorised representatives. If unresolved within [30] days after written notice, the parties may attempt mediation with a mutually agreed mediator before court proceedings, unless urgent relief is needed.

Governing law: [insert country/state]. Courts or agreed dispute forum with jurisdiction: [insert]. Obtain local legal advice to ensure these terms are appropriate and enforceable.

12. GENERAL TERMS AND SIGNATURES

Changes to this Agreement or the Scope must be made in writing and approved by both parties. This Agreement and its agreed Scope are the entire agreement on this subject and replace prior discussions about it. Neither party may transfer this Agreement without the other party's written consent, except as agreed in writing. If a provision is unenforceable, the remaining provisions continue to the extent permitted by law. Electronic signatures and counterparts may be used where legally valid.

By signing, each party confirms that it has read and understood the final agreed terms and has had the opportunity to seek independent legal advice.

SIGNATURES

PROVIDER — Benalux Digital

Name: [insert] Title: [insert]

Signature: _____ Date: _____

CLIENT

Legal name: [insert] Name/title of signatory: [insert]

Signature: _____ Date: _____

