



SOELDNER CONSULTING LLC
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Florida-Registered | Veteran-Owned | Founded 2019

Value-Added Representation Agreement

THIS AGREEMENT is made and entered into as of _____ (the "Effective Date") by and between:

SOELDNER CONSULTING LLC ("Representative"), a Florida Limited Liability Company having its principal place of business at 7901 4th Street N, Suite 300, St. Petersburg, FL 33702 USA

AND

[PRINCIPAL COMPANY NAME] ("Principal"), a [STATE/COUNTRY] [ENTITY TYPE] having its principal place of business at [ADDRESS]

Representative and Principal may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Principal is engaged in the business of providing defense products, services, and/or technology solutions to government and commercial customers;

WHEREAS, Representative possesses specialized expertise, relationships, and market access within the U.S. Department of Defense, NATO, allied defense organizations, and related defense industry sectors;

WHEREAS, Principal desires to appoint Representative as a non-exclusive value-added representative to promote, market, and facilitate sales of Principal's products and services within the defined Territory; and

WHEREAS, Representative is willing to accept such appointment on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

1.1 "Applicable Laws and Regulations" means all applicable U.S. federal, state, and local laws and regulations, including but not limited to: the Foreign Corrupt Practices Act (FCPA), the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), the UK Bribery Act, anti-money laundering laws, anti-terrorism laws, economic sanctions, and all other laws governing defense trade, export controls, and commercial conduct.

1.2 "Commission" means the compensation payable to Representative as specified in Exhibit A for sales facilitated or referred by Representative.

1.3 "Confidential Information" means all proprietary, technical, business, financial, or strategic information disclosed by one Party to the other, whether in written, oral, electronic, or visual form, and marked or identified as confidential, or which should reasonably be understood to be confidential given the nature of the information and circumstances of disclosure.

1.4 "Customer" means any U.S. government entity, NATO organization, allied defense ministry, defense contractor, integrator, or other end user to whom Principal's Products or Services are sold or licensed.

1.5 "End User" means the final purchaser or licensee of Products or Services for its own internal use and not for resale or further distribution.

1.6 "Gross Contract Value" means the total value of a contract or purchase order issued by a Customer to Principal for Products or Services, excluding taxes, duties, and shipping costs.

1.7 "Products" means the defense products, systems, equipment, software, and/or technology solutions offered by Principal and identified in Exhibit A or as otherwise agreed in writing.

1.8 "Services" means technical support, training, maintenance, consulting, or other professional services offered by Principal.

1.9 "Territory" means the geographic regions and/or specific Customer accounts identified in Exhibit A, or as otherwise agreed in writing by the Parties.

2. APPOINTMENT OF REPRESENTATIVE

2.1 Non-Exclusive Appointment. Subject to the terms and conditions of this Agreement, Principal hereby appoints Representative, and Representative accepts such appointment, as a non-exclusive value-added representative to promote, market, and facilitate sales of the Products and Services within the Territory.

2.2 Value-Added Representation. Representative shall act as Principal's authorized representative to:

- (a) Identify and develop sales opportunities with Customers in the Territory;
- (b) Provide market intelligence and strategic guidance to Principal;
- (c) Facilitate introductions, meetings, and negotiations between Principal and Customers;
- (d) Support proposal development, contract negotiations, and program integration activities;
- (e) Coordinate with Principal's sales, engineering, and program management teams;
- (f) Provide post-sale liaison and customer relationship management as agreed.

2.3 Limitations on Authority. Representative is not authorized to and shall not:

- (a) Execute contracts or binding commitments on behalf of Principal;
- (b) Make warranties, guarantees, or representations beyond those approved in writing by Principal;
- (c) Incur expenses or obligations chargeable to Principal without prior written authorization;
- (d) Modify pricing, terms, or conditions without Principal's express written approval;
- (e) Engage in activities outside the Territory without Principal's prior written consent.

2.4 Independent Contractor Status. Representative is an independent contractor and not an employee, agent, partner, or joint venturer of Principal. Representative has no authority to bind Principal except as expressly authorized in writing.

3. REPRESENTATIVE'S OBLIGATIONS

3.1 Diligent Efforts. Representative shall use commercially reasonable and diligent efforts to promote, market, and facilitate sales of the Products and Services within the Territory.

3.2 Business Plan and Reporting. Representative shall:

- (a) Provide Principal with a business plan within sixty (60) days of the Effective Date, outlining sales targets, marketing activities, and organizational structure;
- (b) Submit quarterly written reports detailing activities, Customer contacts, opportunities, and forecasts;
- (c) Maintain accurate records of all promotional, marketing, and sales activities under this Agreement;
- (d) Provide Principal with timely notification of all significant Customer interactions and opportunities.

3.3 Professional Standards. Representative shall conduct all activities in a professional, ethical, and competent manner consistent with industry best practices and in compliance with all Applicable Laws and Regulations.

3.4 Marketing Materials. Representative shall use only marketing materials, product literature, and technical documentation provided or approved in writing by Principal. Representative shall not modify, alter, or create derivative works of Principal's materials without prior written consent.

3.5 Customer Information. Representative shall provide Principal with the names, addresses, and contact information of all Customers and prospective Customers with whom Representative engages on behalf of Principal.

3.6 Cooperation. Representative shall cooperate fully with Principal's sales, engineering, legal, and compliance personnel in all matters related to this Agreement.

4. PRINCIPAL'S OBLIGATIONS

4.1 Product Information and Support. Principal shall provide Representative with:

- (a) Current product specifications, pricing, and technical documentation;
- (b) Marketing materials and sales support tools;
- (c) Reasonable training on Products and Services;
- (d) Timely responses to technical and commercial inquiries;
- (e) Access to appropriate personnel for customer meetings and presentations.

4.2 Order Processing. Principal shall use commercially reasonable efforts to:

- (a) Respond promptly to inquiries and quote requests;
- (b) Process orders in a timely and professional manner;
- (c) Fulfill orders in accordance with agreed delivery schedules;
- (d) Provide post-sale support and warranty services as specified.

4.3 Commission Payment. Principal shall pay Representative the Commission as specified in Exhibit A and in accordance with Section 5 of this Agreement.

5. COMPENSATION AND PAYMENT

5.1 Commission Structure. Representative shall receive a Commission equal to ten percent (10%) of the Gross Contract Value for all sales of Products and Services to Customers in the Territory that are:

- (a) Directly facilitated, referred, or introduced by Representative; or
- (b) Result from Representative's promotional, marketing, or development activities.

5.2 Commission Payment Terms. Principal shall pay the Commission to Representative within thirty (30) days after Principal receives payment from the Customer. If Principal receives partial payments, Representative shall be paid a proportional Commission based on the payment received.

5.3 Payment Method. All Commission payments shall be made in U.S. Dollars via electronic wire transfer to the account specified in Exhibit A, or by such other method as the Parties may agree in writing.

5.4 Commission Exclusions. No Commission shall be payable for:

- (a) Sales to Customers outside the Territory;
- (b) Sales for which Representative had no involvement or contribution;

- (c) Sales expressly excluded in writing by Principal prior to order acceptance;
- (d) Products or Services returned, rejected, or for which Principal does not receive payment;
- (e) Taxes, duties, shipping, or other pass-through costs.

5.5 Commission Adjustments. If a Customer returns Products, cancels an order, or Principal issues a credit or refund, Representative shall promptly refund to Principal any Commission previously paid for such transaction.

5.6 Records and Audit. Representative shall maintain accurate records of all activities and transactions under this Agreement for a period of three (3) years. Principal shall have the right, upon reasonable notice and during normal business hours, to audit Representative's records to verify compliance with this Agreement.

5.7 Taxes. Representative shall be responsible for all taxes on Commission payments, including income taxes, self-employment taxes, and any other taxes imposed on Representative's compensation. Representative shall indemnify and hold Principal harmless from any such taxes.

6. CONFIDENTIALITY

6.1 Confidential Information. Each Party acknowledges that it may receive or have access to the other Party's Confidential Information. The receiving Party shall:

- (a) Maintain all Confidential Information in strict confidence;
- (b) Use Confidential Information solely for purposes of this Agreement;
- (c) Not disclose Confidential Information to third parties without the disclosing Party's prior written consent;
- (d) Protect Confidential Information using at least the same degree of care used to protect its own confidential information, but in no event less than reasonable care;
- (e) Limit access to Confidential Information to employees, contractors, and advisors who have a need to know and are bound by confidentiality obligations at least as restrictive as those herein.

6.2 Exceptions. Confidential Information does not include information that:

- (a) Is or becomes publicly available through no breach of this Agreement;
- (b) Was rightfully known to the receiving Party prior to disclosure;
- (c) Is rightfully received from a third party without breach of confidentiality obligations;
- (d) Is independently developed by the receiving Party without use of or reference to Confidential Information;
- (e) Is required to be disclosed by law, court order, or governmental authority, provided the receiving Party gives prompt notice to allow the disclosing Party to seek protective measures.

6.3 Return of Information. Upon termination of this Agreement or upon request, each Party shall promptly return or destroy all Confidential Information of the other Party and certify such destruction in writing.

6.4 Survival. The obligations under this Section 6 shall survive termination of this Agreement for a period of five (5) years.

7. INTELLECTUAL PROPERTY

7.1 Ownership. Representative acknowledges that Principal owns all right, title, and interest in and to the Products, Services, trademarks, service marks, trade names, logos, copyrights, patents, trade secrets, and all other intellectual property rights related thereto ("Intellectual Property"). No license or rights are granted to Representative except as expressly set forth in this Agreement.

7.2 Limited License. Principal grants Representative a non-exclusive, non-transferable, revocable license during the Term to use Principal's trademarks, logos, and marketing materials solely for the purpose of promoting the Products and Services in accordance with this Agreement and Principal's brand guidelines.

7.3 Restrictions. Representative shall not:

- (a) Register, attempt to register, or claim ownership of any of Principal's Intellectual Property;
- (b) Use Principal's Intellectual Property in any manner that disparages or harms Principal's reputation;
- (c) Modify, alter, or create derivative works of Principal's Intellectual Property;
- (d) Use Principal's Intellectual Property after termination of this Agreement.

7.4 Infringement. Representative shall promptly notify Principal of any actual or suspected infringement of Principal's Intellectual Property and shall cooperate with Principal in protecting and enforcing such rights.

8. COMPLIANCE WITH LAWS

8.1 General Compliance. Both Parties shall comply with all Applicable Laws and Regulations in performing their obligations under this Agreement.

8.2 FCPA and Anti-Corruption. Representative represents, warrants, and covenants that:

- (a) Representative is familiar with and shall comply with the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act, and all applicable anti-corruption laws;
- (b) Representative has not and shall not, directly or indirectly, offer, promise, authorize, or make any payment or transfer of anything of value to any government official, political party, party official, candidate for political office, or any person while knowing or having reason to believe that all or any portion will be offered, given, or promised to any such person, for the purpose of influencing any act or decision, inducing any such person to use their influence, securing any improper advantage, or obtaining or retaining business;
- (c) Representative shall maintain accurate books and records regarding all activities under this Agreement;
- (d) Representative shall cooperate fully with any audit or investigation related to compliance with anti-corruption laws.

8.3 Export Controls. Representative acknowledges that the Products and Services may be subject to U.S. export control laws, including ITAR and EAR. Representative shall:

- (a) Comply with all applicable export control laws and regulations;
- (b) Not export, re-export, or transfer any Products, Services, or technical data without required licenses and authorizations;
- (c) Provide Principal with all information necessary to obtain export licenses;
- (d) Not engage with parties listed on U.S. government restricted party lists.

8.4 Sanctions Compliance. Representative shall not engage in any transaction or activity involving:

- (a) Any country, government, or entity subject to U.S. economic sanctions or embargoes;
- (b) Any person or entity designated on OFAC's Specially Designated Nationals and Blocked Persons List;
- (c) Any person or entity designated on the BIS Denied Persons List or Entity List;
- (d) Any person or entity designated on the State Department's Debarred Parties List.

8.5 Certifications. Representative shall, upon request, provide Principal with written certifications, questionnaires, or other documentation regarding compliance with Applicable Laws and Regulations.

8.6 Third-Party Due Diligence. Representative agrees to complete any due diligence questionnaires, background checks, or compliance training required by Principal or its compliance vendors.

9. REPRESENTATIONS AND WARRANTIES

9.1 Mutual Representations. Each Party represents and warrants that:

- (a) It is duly organized, validly existing, and in good standing under the laws of its jurisdiction;
- (b) It has full power and authority to enter into and perform this Agreement;
- (c) This Agreement constitutes a legal, valid, and binding obligation;
- (d) Its execution and performance of this Agreement does not violate any law, regulation, court order, or contractual obligation.

9.2 Representative's Representations. Representative further represents and warrants that:

- (a) It possesses the necessary expertise, qualifications, and resources to perform its obligations;
- (b) It holds all necessary licenses, permits, and authorizations required to conduct business in the Territory;
- (c) It is not subject to any debarment, suspension, or exclusion from government contracting;
- (d) It has no conflicts of interest that would impair its performance under this Agreement;
- (e) It does not represent or promote products or services that directly compete with Principal's Products or Services without Principal's prior written consent.

9.3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PRINCIPAL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PRODUCTS AND SERVICES ARE PROVIDED "AS IS."

10. INDEMNIFICATION

10.1 Indemnification by Representative. Representative shall indemnify, defend, and hold harmless Principal, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to:

- (a) Representative's breach of this Agreement;
- (b) Representative's negligence, willful misconduct, or violation of law;
- (c) Representative's violation of any third party's rights;
- (d) Any act or omission of Representative in connection with this Agreement.

10.2 Indemnification by Principal. Principal shall indemnify, defend, and hold harmless Representative from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to:

- (a) Any claim that Products or Services, as delivered by Principal, infringe any third party's intellectual property rights;
- (b) Principal's breach of this Agreement;
- (c) Product liability claims related to defects in Products or Services provided by Principal.

10.3 Indemnification Procedures. The indemnified party shall:

- (a) Promptly notify the indemnifying party of any claim;
- (b) Provide reasonable cooperation in the defense of the claim;
- (c) Allow the indemnifying party to control the defense and settlement of the claim, provided that no settlement requiring the indemnified party to admit liability or incur financial obligation may be made without the indemnified party's consent.

11. LIMITATION OF LIABILITY

11.1 Exclusion of Consequential Damages. EXCEPT FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS, VIOLATIONS OF INTELLECTUAL PROPERTY RIGHTS, OR VIOLATIONS OF APPLICABLE LAWS AND REGULATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOST DATA, OR LOSS OF BUSINESS OPPORTUNITY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 Cap on Liability. EXCEPT FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS, VIOLATIONS OF INTELLECTUAL PROPERTY RIGHTS, VIOLATIONS OF APPLICABLE LAWS AND REGULATIONS, OR INDEMNIFICATION OBLIGATIONS, EACH PARTY'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL COMMISSIONS PAID OR PAYABLE TO REPRESENTATIVE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

12. TERM AND TERMINATION

12.1 Initial Term. This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year (the "Initial Term"), unless earlier terminated in accordance with this Section 12.

12.2 Renewal. This Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term") unless either Party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

12.3 Termination for Convenience. Either Party may terminate this Agreement for any reason or no reason upon sixty (60) days' prior written notice to the other Party.

12.4 Termination for Cause. Either Party may terminate this Agreement immediately upon written notice if:

- (a) The other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice;
- (b) The other Party becomes insolvent, files for bankruptcy, or makes an assignment for the benefit of creditors;
- (c) The other Party violates any Applicable Law or Regulation;
- (d) The other Party engages in fraud, willful misconduct, or gross negligence.

12.5 Effect of Termination. Upon termination or expiration of this Agreement:

- (a) All rights and licenses granted hereunder shall immediately terminate;
- (b) Representative shall immediately cease all promotional and marketing activities;
- (c) Representative shall immediately cease use of Principal's Intellectual Property;
- (d) Each Party shall return or destroy all Confidential Information of the other Party;
- (e) Representative shall submit a final report and accounting of all pending opportunities;
- (f) All amounts owed to either Party shall become immediately due and payable.

12.6 Post-Termination Commissions. Representative shall be entitled to receive Commissions for:

- (a) Orders accepted by Principal prior to the effective date of termination;
- (b) Orders resulting from Representative's efforts that are accepted by Principal within ninety (90) days after the effective date of termination, provided Representative submits a written list of such pending opportunities within thirty (30) days after termination.

12.7 Survival. The following provisions shall survive termination or expiration of this Agreement: Sections 5.5 (Commission Adjustments), 5.6 (Records and Audit), 6 (Confidentiality), 7 (Intellectual Property), 8 (Compliance with Laws), 10 (Indemnification), 11 (Limitation of Liability), 12.6 (Post-Termination Commissions), 12.7 (Survival), and 15 (Dispute Resolution).

13. FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performance under this Agreement due to causes beyond its reasonable control, including acts of God, war, terrorism, civil unrest, labor strikes, government actions, pandemics, natural disasters, or failures of telecommunications or transportation infrastructure, provided that the affected Party:

- (a) Promptly notifies the other Party of the force majeure event;
- (b) Uses commercially reasonable efforts to mitigate the effects of the event;
- (c) Resumes performance as soon as reasonably practicable.

If a force majeure event continues for more than ninety (90) days, either Party may terminate this Agreement upon written notice.

14. GENERAL PROVISIONS

14.1 Entire Agreement. This Agreement, including all Exhibits, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral, relating to the subject matter hereof.

14.2 Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties.

14.3 Assignment. Representative may not assign, transfer, or delegate this Agreement or any rights or obligations hereunder without Principal's prior written consent. Principal may assign this Agreement to an affiliate or in connection with a merger, acquisition, or sale of substantially all of its assets. Any attempted assignment in violation of this Section shall be void.

14.4 Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered:

- (a) Upon personal delivery;
- (b) One (1) business day after transmission by email with confirmation of receipt;
- (c) One (1) business day after deposit with a reputable overnight courier;
- (d) Five (5) business days after mailing by certified mail, return receipt requested.

Notices shall be sent to the addresses set forth below or to such other address as a Party may designate in writing:

If to Representative:

Soeldner Consulting LLC
7901 4th Street N, Suite 300
St. Petersburg, FL 33702 USA
Attention: Warren D. Soeldner, CEO
Email: info@soeldner.com
Phone: +1 (813) 391-3541

If to Principal:

[PRINCIPAL COMPANY NAME]
[ADDRESS]
Attention: [NAME/TITLE]
Email: [EMAIL]
Phone: [PHONE]

14.5 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party. No waiver shall constitute a continuing waiver or a waiver of any other provision.

14.6 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

14.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of law principles.

14.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall have the same force and effect as original signatures.

14.9 Relationship of Parties. The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, employment, or fiduciary relationship between the Parties.

14.10 Publicity. Neither Party shall issue any press release or public announcement concerning this Agreement or the relationship between the Parties without the other Party's prior written consent, except as required by law.

14.11 Further Assurances. Each Party shall execute and deliver such additional documents and take such additional actions as may be reasonably necessary to effectuate the purposes of this Agreement.

15. DISPUTE RESOLUTION

15.1 Negotiation. In the event of any dispute arising out of or relating to this Agreement, the Parties shall first attempt to resolve the dispute through good faith negotiations between senior executives of each Party.

15.2 Mediation. If the dispute cannot be resolved through negotiation within thirty (30) days, the Parties shall submit the dispute to non-binding mediation before a mutually acceptable mediator in Tampa, Florida, in accordance with the Commercial Mediation Rules of the American Arbitration Association.

15.3 Arbitration. If the dispute cannot be resolved through mediation within sixty (60) days, the dispute shall be finally resolved by binding arbitration in Tampa, Florida, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted by a single arbitrator mutually agreed upon by the Parties, or if the Parties cannot agree, appointed by the American Arbitration Association. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

15.4 Costs. Each Party shall bear its own costs and expenses in connection with any dispute resolution proceedings, except that the arbitrator may award costs and attorneys' fees to the prevailing party.

15.5 Injunctive Relief. Notwithstanding the foregoing, either Party may seek injunctive or equitable relief in any court of competent jurisdiction to protect its Confidential Information or Intellectual Property Rights.

15.6 Continuing Performance. Except as otherwise agreed in writing, the Parties shall continue to perform their respective obligations under this Agreement during the pendency of any dispute resolution proceedings.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SOELDNER CONSULTING LLC

By: _____

Name: Warren D. Soeldner

Title: Chief Executive Officer

Date: _____

[PRINCIPAL COMPANY NAME]

By: _____

Name: _____

Title: _____

Date: _____