

Commercial agent

Co-operation agreement outside the scope of a salaried employee

The following agreement has been entered into between the undersigned principal (in the following referred to as the principal)

Name _____

Address _____

Postal code _____

Town _____

and the undersigned agent (in the following referred to as the agent)

Name _____

Address _____

Postal code _____

Town _____

Start date _____

Area of coverage

§ 1 Area of coverage

District _____

Product _____

The principal as an annex to the contract draw up an overview of the company's customers within the district with information about the turnover with the individual customer within the last 12 months before the date of accession.

Obligations of the agent

§ 2 Marketing/Sales terms and conditions.

It is incumbent upon the agent to look after the interests of the principal within the area in the best possible manner.

The agent does not have the right to sell competing products for other companies.

Upon request by the principal, the agent shall participate in exhibitions and trade shows as well as be present at sales meetings. Expenses for such will be covered by the principal.

The agent shall immediately forward every inquiry or order that he/she receives.

The agent shall give the customer information concerning prices, payment terms and other conditions that the principal uses with respect to his customers.

The agent is normally not entitled to receive payments on behalf of the principal.

If claims or complaints and other messages are received from the customers, such shall be forwarded immediately to the principal.

Obligations of the principal

§ 3 Agent's exclusive rights

The agent has the exclusive rights to work on behalf of the principal within the district named under section 1.

The principal is obligated to remit to the agent an invoice copy of all orders that directly or indirectly are serviced for his district.

§ 4 Information and materials.

The principal shall at no expense to the agent furnish the latter with the information and the materials that are required for the execution of the principal's marketing activities, such as:

- prices, payment terms, technical specifications, delivery times and other delivery-related terms and conditions,
- samples and patterns, catalogues and brochure materials,
- information of significance to the execution of the sales work (including copies of correspondence).

Commissions

§ 5 The rights to commissions

The agent acquires a right to a commission when the principal has received an order and has not within 6 days thereafter raised a protest against it.

The agent is entitled to a commission on all sales in the district specified under section 1 and on all products specified under section 1, as long as the agreement is in force.

The agent is likewise entitled to commissions on orders that are effected after the expiration of the period of the agreement when the order can be attributed to the activities of the agent during the period of the agreement.

§ 6 Commissions upon unfulfilled sales agreements

The agent has a right to a commission if any lack of fulfilment of a sales agreement concerns circumstances which the principal bears the responsibility for with respect to the customer.

If the customer does not disburse full payment, the commission shall be reduced proportionately, unless the lacking payment is due to circumstances which the principal bears the responsibility for with respect to the customer.

§ 7 Magnitude and computation of the commissions

The agent's commission will comprise _____ of the amount that the customer shall pay. In the computation, any cash discount granted by the agent and expenses for freight, packaging and VAT are left out. The commission shall cover all expenses that are connected with the sales tasks, excepting such expenses as are specified under section 4.

§ 8 Point in time for payment of commission

The commission is due for payment at the end of the month after the month of the invoicing.

The principal shall at the expiration of every calendar month remit to the agent a written commission note in which the commission on every single sales agreement during the period concerned will be specified.

§ 9 Termination

During the first year the agreement can be terminated with a prior notification of 1 month. The notification will be extended by 1 month for each year commenced, to however at most 3 months notification on the part of the agent and 6 months notification on the part of the principal. Notice of termination must be given in writing and be for the end of a month.

§ 10 Premature termination

The agreement can be terminated with immediate effect if a party significantly breaches his or her obligations pursuant to the agreement.

§ 11 Compensation upon termination of the agreement

If the agreement ceases due to a notice of termination, the agent has a right to commissions in relation to section 5. If the agent at the request of the principal is to not perform any work during the notification period, he will be entitled to have his losses during the termination period covered.

Upon the cessation of the co-operation the provisions (in sections 25-29) concerning compensation upon termination in the Danish Act concerning Commercial Agents and Commercial Travellers shall apply, however such that minimum compensation accrues to the agent corresponding to three months of average commissions computed on the basis of the total gross commissions earned during the entire period of co-operation.

§ 12 Return of material

Upon the cessation of the agreement the agent shall return to the principal the material that is mentioned in section 4 and which is in his or her possession.

§ 13 Non-disclosure obligation

None of the parties may either during the period in which the agreement is in force or after its cessation divulge to others the business or trade secrets of the other party or utilise such information to the detriment of that party.

§ 14 Governing law for the agreement

This agreement shall be subject to the governing law of the agent's homeland. The Holiday Act shall however not apply to this agreement.

§ 15 Disputes

Disputes occasioned by the agreement must be referred for resolution under Danish law to the Maritime and Commercial Court in Copenhagen.

§ 16 Changes and additions

Changes or additions to this agreement must be performed in writing and with notification as specified under section 9.

§ 17 Assignment

This agreement cannot be assigned to a third party without the consent of the other party.

§ 18 Special agreements

Signatures

_____, dated the _____

Principal

Agent