The commission has been agreed to comprise \_\_\_\_\_\_\_\_\_\_ % of the turnover.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**§ 1. Area to be covered**

District:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Products:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**§ 2. Commission rate**

Civil Registration No.

**§ 3. Acquisition of rights to commissions**

The employee acquires a right to a commission when the employer has received an

order and has not without undue delay rejected it. The employee has a right to

commissions on all sales in the area, cf. section 1, as long as the agreement is in

force. The employee is likewise entitled to commissions on orders that are effected

after the expiration of the agreement when the order can be attributed to the work of

the employee during the period of the agreement.

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*Tel.: 3374 0200 – E-mail: jurpost@businessdanmark.dk*

Address:

**Commission Agreement**

**(Salaried Staff)**

The following agreement on the payment of commissions has been entered

into on the present date between

the employer signing below:

Name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business License No. or

Civil Reg. No.:

and the employee signing below:

Name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

commissions. The lost commissions shall on a monthly basis comprise at least the

average of the commission payments for 12 prior months. If the employment

relationship has been less than 12 months, the average will be computed on the basis

of the prior commission payments that have been made so far.

**§ 8. Danish Act concerning Business Agents and Business Travel**

In general, reference is made to the provisions of the Danish Act concerning

Commercial Agents and Commercial Travellers. The Danish Salaried Employees Act

and the Danish Holiday Act are also applicable.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

employee, if he/she had not held a holiday, would have otherwise earned in

Date

Date

\_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_

\_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_

Employer

Employee

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**§ 5. Due date**

**§ 4. Lacking execution of orders**

The employee has a right to a commission even if the order is not executed if the

lacking execution is due to circumstances that can be attributed to the employer. The

employer must in a given case document that the lack of fulfilment is due to the

customer’s situation or delivery impediments outside the ability of the employer to

affect.

If the customer’s obligation to make payment is not fulfilled, the right to a commission

is revoked. If the customer’s obligation to make payment is fulfilled in part, the

employee has a right to a commission proportionate thereto.

The commission becomes due for payment at the end of the month after the month in

which invoicing occurs.

**§ 6. Guaranteed minimum commission**

During the first 3 months of the employment relationship the employer will pay DKK

\_\_\_\_\_\_\_\_\_\_ in a guaranteed minimum commission per month. Any possible deficit

cannot be set off against later commission payments.

**§ 7. Holiday remuneration.**

During holidays, the employee will be paid an amount corresponding to what the