

AGENCY CONTRACT (Finnish law of commercial agents 417/92)

THE PARTIES TO THE CONTRACT

Principal	Trade registration no.
Agent	Identification no. or trade registration no.

POSITION OF AGENT (strike out what does not apply)

The Agent is / is not listed in the trade register
 The Agent solicits orders for customers for the Principal / has the authority to conclude contracts on behalf of the Principal
 The Agent may / may not engage sub-agents

Start date of contract: _____

The Agent may represent or distribute other products according to the following terms:

The Agent has authority to receive complaints binding the Principal. Without separate authorization the Agent has, however, no authority to take any action on any complaint on behalf of the Principal.

PRODUCTS COVERED BY THE CONTRACT (where relevant in Annex)

OPERATIONAL TERRITORY AND/OR CLIENTELE OF THE AGENT (where relevant in Annex)

OBLIGATIONS OF THE AGENT

In maintaining his/her duties, the Agent shall protect the Principal's interests, act dutifully and honestly towards him/her, and follow the Principal's reasonable instructions.

The Agent shall keep the Principal informed about matters which may be meaningful and relevant with respect to the duties set forth for him/her, the Agent, in this contract.

Maintenance of professional secrecy

The Agent is not allowed, for the entire term of this contract or after the expiration of this contract, to exploit or inform others of the business or professional secrets of the Principal which have been entrusted to him/her or which he/she otherwise has gained knowledge of, if he/she by so doing violates good business conduct.

OBLIGATIONS OF THE PRINCIPAL

The Principal shall act dutifully and honestly towards the Agent.

The Principal shall provide the Agent, free of charge, with all necessary information such as samples, models, brochures and price lists as well as all other information needed by the Agent to carry out his/her obligations under this contract.

The Principal shall inform the Agent of matters which may have bearing on the Agent's fulfillment of his/her obligations under this contract. The Principal shall also inform the Agent without undue delay, but at the most within two weeks after being notified of the offer or contract, whether he/she accepts or rejects the offer transmitted by the latter.

The Principal shall inform the Agent without delay if to his/her best knowledge the operation referred to in this contract will in the future be essentially lesser than what the Agent has fair reason to suppose.

AGENT'S COMMISSION

The right to commission

The Agent is entitled to commission on contracts generated during the life of this contract and the solicitation of which the Agent can be considered to have contributed or which have been entered into with a customer whom the Agent has solicited for the Principal or on contracts reached in the Agent's Territory or with a customer belonging to his/her Clientele.

The Agent is entitled to commission on contracts generated after the life of this contract if the contracts fulfill the abovementioned criteria and if the Principal or the Agent has received the customer's offer before the expiry or termination of this contract. The Agent also has the right to commission if the contract has been entered into within a reasonable period after the expiry or termination of this contract, and the transaction can be mainly attributed to the Agent's efforts.

Payment of commission

The Agent shall acquire the right to commission as soon as one of the following terms is fulfilled and to the extent stipulated in the following terms:

1. the Principal has fulfilled the terms of the contract drawn up between himself/herself and the customer;
2. the time limit set for the Principal in the terms of the contract has been reached;
3. the customer has made full payment according to the terms of the contract

On the right to commission or payment of commission, the following has also been agreed upon:

If the Principal has, without the consent of the Agent, agreed with the customer to terminate or change the terms of the contract resulting in the partial or complete non-performance of the terms of the contract, the Agent's right to commission is not effected by the non-performance of the terms of the contract.

The Agent shall forfeit his/her right to a commission only if the terms of the contract between the Principal and the customer have not been performed for reasons attributable to the customer and if it is evident that the performance obligation will not be fulfilled later, either. The Principal shall, however, strive at making the customer perform the contract.

In case of partial payment by the customer, the Agent shall be entitled to a reduced commission, proportional to the payment received, unless the application of the above paragraph requires otherwise.

Amount of commission (where relevant in Annex)

The commission will be calculated as following:

VALUE ADDED TAX (strike out what does not apply)

The required value added tax shall be added to the abovementioned commission paid to the Agent by the Principal.

The commission is value added tax-free.

VALIDITY AND TERMINATION OF CONTRACT

This contract is valid for an indefinite period / shall remain in force until _____.

In terminating this contract the rules of the law shall apply. This contract can, however, be terminated in a qualified way only by written notification.

An agency contract valid for an indefinite period may be terminated to expire at the end of the period of notice. If the contract is terminated during the first contract year, the period of notice is one month. After each respective year the period of notice shall lengthen by one month per starting contract year. The longest period of notice is, however, six months.

The period of notice is calculated from the end of the calendar month during which the termination of the contract was delivered to the other party.

OTHER EXPENSES

On payment of other expenses resulting from the fulfillment of this contract, the following has been agreed upon (e.g. travel expenses, participation in exhibitions and advertising material):

OTHER CONDITIONS

AGENT'S HOLIDAYS AND SICK LEAVES

The Agent shall inform the Principal without undue delay if he/she is, due to illness or accident, prevented for more than one week from carrying out his/her duties as set forth in this contract.

Unless other agreements exist, the Principal has the right to organize at his/her own expense the sales in the Territory in case of the Agent's absence of more than one week because of illness or accident.

The Agent shall have to inform the Principal of an absence or leave lasting more than one week at least one week before the leave commences. The Agent must strive, as far as possible, at taking his/her holiday at a time most suitable from the point of view of the sales activities.

ALTERATIONS TO CONTRACT

No addition or modification to this contract shall be valid unless made in writing.

OTHER REGULATIONS

In other respects the Finnish law on commercial agents and sales agents (417/92) is applied to this agency contract.

Two original copies of this contract have been drawn up, one copy for each contracting party.

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Principal:

Agent:

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