

# SALES EMPLOYMENT CONTRACT

|          |                             |
|----------|-----------------------------|
| Employer | Trade registration no.      |
| Employee | Personal identification no. |

## CONTINUITY OF EMPLOYMENT

Commencement of employment: \_\_\_\_\_

Probationary period:  none **or**  is \_\_\_\_\_ months (max 6 months)

Duration of contract:  unspecified period **or**  specified period until \_\_\_\_\_

Justification for specified period: \_\_\_\_\_

## EMPLOYEE'S RESPONSIBILITIES

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## CLIENTELE (where relevant in separate Annex)

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## HOURS OF WORK

the work is subject to the Working Hours Act and the length of working time is

\_\_\_\_\_, or

on the Employee's working time, the following has been agreed upon:

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The Employee shall participate in sales meetings, sales negotiations, fairs, and exhibitions as following:

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## PLACE OF WORK

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## SALARY

The Employee shall receive

- a monthly salary of \_\_\_\_\_ euros per month **and/ or**
- a commission to the extent stipulated later in this contract
- a bonus payment stipulated later in this contract
  
- at the onset of the contract, during the time period from \_\_\_\_\_ to \_\_\_\_\_ , salary will differ from that agreed to above and be the following:

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## Commission regulations if commission has been agreed upon

In compliance with the Act on Commercial Representatives and Salesmen, the Employee is entitled to a commission on a sales transaction concluded as a result of the action of the Employee; or has been entered into with a customer which the Employee has previously acquired as a customer for the Principal. If the Employee has a designated Territory or designated Clientele, he/she shall receive commission on all sales transactions concluded in this Territory or with a customer belonging to his/her Clientele. The following waver, which is contrary to the above, has been agreed to:

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The commission percentage is \_\_\_\_\_

- Commission shall be calculated from the purchase price payable by the buyer, **or**
- The commission shall be calculated as following: \_\_\_\_\_

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The commission shall be due to the Employee \_\_\_\_\_

- The Employee is entitled to an advance on the commission according to the following:

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The Employee shall not forfeit his/her right to a commission even though the customer does not fulfill his/her performance obligations set forth by the Principal in the sales transaction. The following waiver to the above has been agreed to: \_\_\_\_\_

\_\_\_\_\_

The bonus payment shall be determined as following:

\_\_\_\_\_

Travel time outside work time shall be compensated as following: \_\_\_\_\_

\_\_\_\_\_

Work which must be done during evenings and weekends shall be compensated as following:

\_\_\_\_\_

In addition, the following fringe benefits have been agreed upon:

- full company car privileges
- limited use privileges of company car
- use of company cell phone
- meal benefits
- other fringe benefits

Other remuneration conditions:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Statutory sick pay

Paid sick leave and statutory sick pay shall be paid in accordance with to the terms set in the collective labor contract in effect in the respective field, or in the absence of such, according to the Collective Agreement for the Commercial Sector. Sick leave compensation for commission based earnings shall be calculated from the mean pay received during the twelve month period preceding the sick leave.

### COLLECTIVE LABOUR AGREEMENT

This employment contract shall comply with the minimum pay and other terms of employment according to the

- \_\_\_\_\_ collective agreement
- Collective Agreement for the Commercial Sector

Irrespective of which collective agreement is complied to, salary development shall follow at least the general salary development in Finland.

**TRAVEL AND OTHER EXPENSES**

For work related trips, the Employee is expected to use

- his own car **or**
- a vehicle specified by the Principal

If the Employee uses his/her car for work related trips, the Principal shall pay a kilometer based compensation to the Employee as well as a daily allowance according to the annually confirmed maximum tax free rates set by the National Board of Taxes and other expenses according to presented receipts.

**ANNUAL LEAVE AND COMPENSATION**

The terms set forth in the Annual Holiday Act shall apply in establishing the Employee’s annual leave. Salary during the annual leave and the holiday bonus shall be paid in accordance with the terms set forth in the collective agreement in effect in the respective field, or in the absence of such, according to the Collective Agreement for the Commercial Sector.

**NOTICE OF TERMINATION OF CONTRACT**

- The termination of this contract shall follow the terms in the Employment Contracts Act, **or**
- The period of notification as regards the Employer is \_\_\_\_\_
- The period of notification as regards the Employee is \_\_\_\_\_

**OTHER CONDITIONS**

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As regards the commission, the terms set forth in the Act on Commercial Representatives and Salesmen shall apply unless a waiver has been agreed to in this contract.

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Place and date

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Signatures

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