

*In accordance with Danish law, agency agreements are regulated by the Commercial Agents Act, and a certain degree of contractual freedom exists between the parties. Some provisions, however, such as notice of termination and goodwill compensation, cannot be derogated from to the detriment of the agent.*

*This standard agreement contains a number of alternative provisions indicated in the text by "ALTERNATIVE A" and "ALTERNATIVE B" etc. In such instances, one of the alternatives must be selected. Throughout the text "[ ]" has been inserted – in these instances, the parties must either delete the text or insert the relevant text/number(s)/values.*

### MERK standard agency agreement

This agency agreement ("Agreement") is concluded on [date] between

[Name]

CVR no.: [CVR number]

[Address]

[Postcode and town/city]

[Country]

("Principal")

and

[Name]

CVR no.: [CVR number]

[Address]

[Postcode and town/city]

[Country]

("Agent")

(The Principal and the Agent are collectively referred to as the "Parties" and individually a "Party")

# 1 PRODUCTS, CUSTOMERS AND TERRITORY

1.1. The Principal hereby grants the Agent the [exclusive] right to facilitate the sale of the Products to Customers within the Territory. **[NOTE!!! An exclusive agreement means that the Principal is not entitled to conclude agency agreements with other agents for the same customer types and/or territory and/or products/brands/collections. If the agreement is not an exclusive agreement, the Principal is generally entitled to appoint other agents for the same territory]**

1.1.1. "Customers" means [Customer types, e.g., retail shops].

1.1.2. "Territory" means [Territory/Country].

1.1.3. "Products" means [Products/Brands/Collections].

1.2. Irrespective of para 1.1, the following is not included in the Agreement, and the Agent is therefore not entitled to receive commission on such orders, see para **Fejl! Henvisningskilde ikke fundet.** **[Select the relevant paragraphs and insert text where required, for example names of web-shops, department stores, chains, etc.]**

- [Sales to web-shops [e.g. Zalando, Boozt, ...] which sell products in the Territory]
- [Sale from the Principal's concept shops and franchise shops in the Territory]
- [Sale on consignment/commission (consignment)]
- [The Agent's work on a contractual basis for customers who resell under its own brand (private-label)]

1.3. To the extent that it does not significantly reduce the Agent's commission basis, the Principal is entitled to add and delete Products from the product portfolio described in para 1.1.3 giving 30 business days' advance notice in writing to the Agent.

**[TO BE INCLUDED if the Agent takes over an established Territory]**

**[ALTERNATIVE A – Pre-existing customers are written directly into the agreement – para 1.4]**

1.4. At the commencement of the Agreement, the Agent took over the Customers mentioned below:

Customer	Turnover in [yyyy]	Turnover in [yyyy]	Turnover in [yyyy]
[Customer]	[Turnover]	[Turnover]	[Turnover]
[Customer]	[Turnover]	[Turnover]	[Turnover]
[Customer]	[Turnover]	[Turnover]	[Turnover]

**[ALTERNATIVE B – Pre-existing customers are entered into an appendix – para Fejl! Henvisningskilde ikke fundet.]**

Kontakt MERK sekretariat på: [jand@danskerhverv.dk](mailto:jand@danskerhverv.dk) for at modtaget agentkontrakt.