

NZ-EMPcon26

Employee commission agreement

Dated: [\[date\]](#)

This agreement is dated: [date]

The Company is: [company name] ("we / us")

The Company address is: [company address]

You are: [employee name]

Your address is: [employee address]

The terms of the Agreement are as follows:

1. Definitions

These definitions apply unless the context indicates otherwise:

"Product" means any product which we offer for sale

"Territory" means the [] / / [] .

"Price" / "Prices" means the prices at 1 .

"Net Sales Receipts" means the money receivable for , .

2. The agreement

2.1. This agreement is supplementary to a contract of employment between us dated [date].

2.2. Each of us acknowledges that, in entering into this agreement,

2.3. [Part of] Your job

2.4. This agreement is personal to you.

2.5. We remain at all times and in all circumstances in control of Products prices and terms of trade, all of

3. Your general duties

You agree that you will:

3.1. use your
;

3.2. sell Products only on our standard terms and conditions; and

3.3. not make or give any promise, warranty,

3.4. sell the Products on

3.5. cultivate and maintain
;

3.6. comply with all applicable
;

3.7. advise us when you become aware of
;

3.8. refer prospective
;

3.9. not solicit or accept orders for

4. Commission payment procedure

- 4.1. We shall pay commission to you on Net
[].
- 4.2. The rates 1 .
- 4.3. We shall send by email an .
- 4.4. Before the 10th day of each month we will send you a .
- 4.5. Regardless of amount or circumstances, all commission payments are part of your pay . , .

5. No competition

You agree that you will not:

- 5.1. within [three] years of the date of termination of this contract, promote the sale of any product or service which competes with any product

[]

- 5.2. within [three] years of the termination date, encourage any person to breach .

- 5.3. within [three] years of the termination date, employ or provide work ,

[]

5.4. You agree that the provisions

6. Termination

6.1.

:

For the first 12 month period from today \$ [00000]

For the second 12 month period from today \$ [00000]

For the third 12 month period from today \$ [00000]

For any 12 month period thereafter \$ [00000]

6.2.

,

6.3.

,

7. Miscellaneous matters

7.1.

,

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7.2.

,

,

,

.

,

.

7.3.

7.4.

7.5.

It shall be deemed to have been delivered:

7.6.

7.7.

Signed by [\[personal name\]](#), duly authorised for us:

Signed by you:

Schedule 1: Commission rates

[

]

Explanatory notes:

Employee commission agreement

Comments following the numbered paragraphs

1. Definitions

We know nothing about your business, so we cannot provide you with defined terms which precisely describe what you sell. By all means use the search/

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really

2. The agreement

It is important to establish the relationship between the contract of employment and this agreement. We have assumed that the contract of employment is well drawn and contains all the legal requirements in addition ().

This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. This is a

3. Your general duties

The terms of appointment are very important. Agree all

Regulatory approvals are generally the prime responsibility of the employer. However, the person on the ground locally may be far better placed to deal with local bureaucracy. It

The employee has been given the obligation to keep up with new law relating to the products. Different jurisdictions take different views as to the importance of consumer protection laws.

This may be the best place to add

4. Commission payment procedure

We have provided a set of terms. Change them as you need,

5. No competition

Often called “covenants in restraint of trade”.

6. Termination

The termination notice periods will reflect

7. Miscellaneous matters

A number of special points. We have identified each of these as

Schedule 1 Commission rates

To be completed to provided the appropriate information.

End of notes