#### **EMPLOYMENT CONTRACT**

## Agreed between:

**Name** 

(CVR no. xxxxxxxxx)

**Address** 

Postal code and city

(Hereafter "The Company")

and

**Name** 

(CPR no. xxxxxx-xxxx)

**Adress** 

Postal code

City

**DENMARK** 

(Hereafter "The Employee")

## 1. Job Title and date of coming into force

- 1.1 The Employee's job title will be xxx. This contract of employment is effective from xx month year.
- 1.2 A probationary period of 3 months applies to this employment contract.
- 2. Place of work and working hours
- 2.1 Unless otherwise advised, the Employee's workplace be:

**Adress** 

Postal code

City

**Denmark** 

- The hours of employment are 37 hours per week, not including breaks. The hours of employment are normally Monday to Friday between 8am to 5pm. The Employee is personally responsible for the organization of his working hours. Taking into account the nature of the position, overtime may occur periodically with no payment unless agreed before the overtime take place.
- The Employee must make his full working capacity available to the Company's client. If the Employee intends to take paid or unpaid employment in addition to this appointment, written permission must be obtained from the Company's client's Executive Director before such employment begins. The Executive Director may withhold consent to such employment if the employment is not in line with the interests of the Company's client or such employment may be considered to affect the Employee's work

performance for the Company's client.

2.4 Section 2.3 shall not apply to recreational activities that do not cause harm to the Company's client and which may not be deemed to affect the Employee's daily work with the Company's client.

## 3. Salary

3.1 The salary has been agreed at DKK xx.xxx per month. The salary will be paid monthly in arrears by the Company, no later than the last day of the month, into the bank account nominated by the Employee.

### 4. Benefits

- 4.1 The Employee will be enrolled on the Company pension scheme with employee contribution x% and employer contribution x%.
- 4.2 The Employee can be enrolled on the Company health scheme, the cost of which will be covered by The Company.

#### 5. Annual Bonus

5.1 The Employee will participate in the Company's client's bonus scheme....

## 6. Holidays and additional leave

- The Employee is covered by the Danish Holidays Act and is entitled to holiday or holiday payment in accordance with the Danish Holidays Act in force, currently corresponding to 5 weeks annually. The special holiday allowance according to the Danish Holiday Act will be paid out at a rate of 1%. Upon resignation, the special holiday allowance of 1% will not be paid.
- The Employee must use all of his holiday entitlement by the last day of each vacation year (1st September 31st December the year after) and, unless there are exceptional circumstances, the Employee may carry 5 vacation days into the following vacation year. Holiday entitlement not used by the prescribed date will be handled according to the Danish Holiday Act.

## 7. Notice period

- 7.1 This employment contract may be terminated according to the notice periods laid down by the Danish Salaried Employees Act.
- 7.2 The Employee may terminate the employment relationship with 1 month's prior notification, which will come into effect on the first day of the following month.
- 7.3 The Company may terminate the employment relationship with the following notice periods, which will come into effect on the first day of the following month:

  During first 5 months of employment: 1 months' notice

During first 2 years and 9 months of employment: 3 months' notice During first 5 years and 8 months of employment: 4 months' notice During first 8 years and 7 months of employment: 5 months' notice Thereafter: 6 months' notice

- 7.4 The notice of termination by either Party must be issued in writing and must be in the possession of the recipient at the latest on the last day of the month.
- 7.5 The Employee may not exercise right of retention to material belonging to the Company's client. When the Employee resigns his position, for whatever reason and regardless of whether the termination has been preceded by suspension or "gardening leave", the Employee is required at the end of the notice period to return any material including (but not limited to) reports, manuals, correspondence, customer lists, credit cards and other confidential materials belonging to the Company's client. If the Employee is dismissed, any material belonging to the Company's client shall be delivered up immediately.

## 8. Collective agreement

8.1 This employment is not subject to a collective agreement.

#### 9. Illness

- 9.1 The Employee shall immediately notify the Company's client of absence due to illness. Notification shall be given in accordance with the rules of the Company's client applicable at the time.
- 9.2 Notwithstanding the periods of notice given above, the Parties agree that the Danish Employers and Salaried Employees (Legal Relationship) Act § 5 section 2 shall apply, so that the Company may terminate the employment relationship with one month's notice effective from the end of a calendar month, if the following three conditions are satisfied:
  - the Employee has, within the preceding twelve (12) months, received sick pay for a total of 120 days, including Sundays and public holidays,
  - termination occurs in close proximity to the expiration of the 120 sick days,
  - termination occurs while the Employee is still ill.

### 10. Maternity

The Employee is entitled to leave in accordance with regulations of the Danish Sickness and Maternity Benefits Act applicable at the time, and in this connection is subject to the regulations of the Danish Sickness and Maternity Benefits Act and the Danish Employers and Salaried Employees (Legal Relationship) Act concerning notice of absence due to maternity and/or adoption.

# 11. Confidentiality obligations

11.1 The Employee must observe professional confidentiality in respect of all information that he learns, during his work for the Company's client, about all business matters and

confidential information relating to the Company's client, its customers or other third parties with which the Company's client has a connection. This confidentiality obligation must also be observed by the Employee once his period of employment has come to an end. Any breach of confidentiality will be regarded as a serious breach of the employment agreement and entitles the Company to terminate the agreement with immediate effect. In such instances, the Employee is only entitled to salary up to the date of termination. The Employee is also liable to compensate the Company's client for any financial loss that the Company's client may suffer as a result of this breach.

# 12. Intellectual and industrial property rights

- 12.1 Any invention, whether intellectual or industrial, made during the course of work undertaken by the Employee for the Company's client, shall remain the property of the Company's client.
- 12.2 Otherwise, reference is made to the terms of the Danish Inventions by Employees Act.

## 13. IT Policy

- The Employee will be assigned a dedicated e-mail account. The Company's client considers the Employee's e-mail and attachments to be the property of the Company's client, and so the Employee accepts that the Company's client has access to this e-mail account in connection with illness, vacation, training, dismissal, etc. The Employee must use the "out of office" function or temporarily redirect the e-mail account to another person during holidays and absences. During the Employee's absence, the Employee's supervisor has access to the Employee's e-mail account.
- 13.2 Internet access should be used for searches that do not conflict with general ethical standards. In particular, Internet access should not be used for searching sites whose content is pornographic, politically extremist or discriminatory in nature with regard to race, sex, ethnic or social origin or religion. Similarly, the Employee must not use e-mail to send material, either internally or externally, of such nature. Likewise, the Employee must not send "junk mail", jokes or similar non work-related material that interferes with day-to-day work.
- 13.3 Registration for special Internet facilities, such as subscription services, etc., may only be made by agreement with the Employee's supervisor.
- Files that are covered by third party copyright may not be downloaded in violation of copyright regulations or otherwise copied, installed or placed on the Employee's computer. Similarly, e-mail must not be used to send material in violation of copyright regulations. Music, videos and pictures must not be downloaded.
- 13.5 Internet access and use of e-mail shall always be in accordance with the Company's client's guidelines for IT security. In order to ensure compliance with the guidelines on IT security and to prevent or correct system crashes, the system manager may open any e-mail and any attachments.
- 13.6 Internet access and use of e-mail in a non-work context is only available to the extent that it is consistent with the Employee's performance of his day-to-day work for the

Company's client and is subject to these guidelines. Non-work use may also be undertaken, but only in very limited circumstances.

- E-mail sent to and/or from the Employee is considered the Company's client's property, unless the e-mail is marked "personal" or "private" in the subject line (hereafter called "private emails"). The latter are considered to be the Employee's property. Nevertheless, the Employee should be aware that any e-mail can be opened and read by the system manager, cf. section 12.9 below.
- 13.8 It is the Employee's responsibility to ensure that private e-mails are deleted from the Employee's e-mail account upon termination of his period of employment. Private e-mails that are not deleted upon termination of employment will be deleted by the Company's client. The Company's client will set the date of the closing of the Employee's e-mail account. E-mail received after the termination of employment and until the closing of the e-mail account will be opened by the Company's client. This does not apply to private e-mails, unless circumstances dictate otherwise.
- The Employee's activities on the Internet are recorded in the central log file, while another central log file contains copies of all e-mails sent to and from the Employee's e-mail account. The Company's client has the option at any time to verify that these guidelines are being observed. The system manager may open any e-mail and any attachments and investigate any activities on the Internet, if, and to the extent that, this is required in connection with the verification process. Such investigations will be carried out through regular random checks.
- 13.10 The Employee's failure to comply with the above guidelines may, in serious and repeated instances, result in dismissal.
- 13.11 Guidelines for Internet access and use of e-mail will be reviewed periodically to ensure the best use of Internet access and e-mail. Revised guidelines will come into force once the Employee has been notified of all changes.

## 14. Other terms and conditions

- 14.1 The Employee is covered by the present clause which requires the Employee to follow the instructions that the Company's client gives during the period of employment, in every way, where the Company's client considers such instructions to be essential. These include, but are not confined to, the Employee's personal behaviour, both internally and externally, towards customers and partners.
- 14.2 The Employee is required to:
  - work compulsory overtime, cf. section 2.2
  - comply with instructions regarding personal behaviour and appearance in business contexts,
  - comply with instructions of a work-related and safety-related nature,
     including in relation to occupational health and safety regulations,
  - comply at all times with policy and work provisions issued by the Company's client.
- 14.3 The Employee may not accept loans, gifts (other than the usual gifts for Christmas and

anniversaries) or other benefits from the Company's client's clients or the clients' business partners.

- 14.4 The Employee is required to keep the Company informed of his place of residence at all times, so that notice of termination sent by the Company to the Employee's last notified address shall be deemed to have been received by the Employee on the date when the termination letter is forwarded to that address.
- 14.5 The Employee is obliged to immediately inform the Company in writing of any change to his nominated bank account for salary payments.
- During the period of employment, the Employee is required to work 100% in the interests of the Company's client and to perform or participate in all necessary tasks.
- 14.7 Upon termination of employment, for whatever reason this may occur, the Employee is obliged to return to the Company's client all material he has received and/or worked with during his period of employment, including but not limited to manuals, reports, correspondence, case files, customer lists, price lists, catalogues, computer programs, etc. which are in the Employee's possession and relate to the Company's client's business. No right of retention may be exercised in relation to any material belonging to the Company's client.
- As long as the employment relationship exists, the Employee is prohibited from establishing or being an active or passive participant in any business competing with the Company's client, and the Employee is also prohibited from holding an indirect interest in such businesses. If the Employee's cohabiting spouse or person with whom the Employee lives in a permanent relationship is involved in such a business, the Company's client shall be notified immediately.
- 14.9 If the Employee is absent due to illness or other reasons, he must immediately communicate this to the Company's client by the beginning of working hours on the first day of absence. At the same time, the Employee shall, wherever possible, say how long he expects to be absent.
- 14.10 For absences due to illness, the Employee is required to prove the right to absence by submitting a sworn statement or a medical certificate on the fourth day of illness, if the Company's client so demands. Any costs related to this are to be paid by the Company's client.
- 14.11 The Employee is entitled to keep 1 day off with pay for the care of the Employee's sick child under 15 years of age, when the child's first day of illness falls on a workday. The right to pay on the child's first day of illness presupposes that it is not possible to arrange other appropriate day care for the child. The Company's client may at any time require proof of the child's illness.

#### 15. Signature

This Employment Contact is drawn up in duplicate and both copies shall be signed by the parties, with one copy being retained by the Company and the other issued to the Employee.

Terms of employment
The terms of this employment contract are governed by and construed in accordance with Danish law, the Danish Employee Act (Funktionærloven) and the Danish Vacation Act (Ferieloven).
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(The Employer) on behalf of xxx (The Company)