**Employment Contract**

Today, the following employment contract is entered into between

.....................

.....................

.....................

CVR no. ……..

(the "Company")

and

.....................

.....................

.....................

(the "Manager")

**1. Commencement and place of work**

1.1.

The Manager is employed as .............. with effect from ..............

1.2.

It has been agreed that the Manager's first day at work is ..............

1.3.

The Manager will work at ..............

1.4

[Hvis Lederen har skiftende/intet fast arbejdssted]: It has been agreed that the Manager’s place of work varies between the following addresses [indsæt eventuelt addresser på arbejdssteder]/at the Manager’s own discretion. The major part of the Manager’s work is carried out [at the Company’s head office] at the address: [indsæt adressen for hovedsæde / arbejdssted].

1.5

[Hvis Lederen har ret til hjemmearbejdsdage]: The Manager is entitled to working from home in accordance with [indsæt gældende ramme for hjemmearbejde, herunder eks. antal faste dage mv.]

 **2. Scope of responsibility and authority**

2.1

The Manager is in charge of and responsible for .............., including the management of ............... A job description is attached to this employment contract as Appendix 1, in which the Manager's general duties and responsibilities are described.

2.2

The Manager will report to ..............

**3. Salary and pension**

3.1.

The Manager's monthly salary is DKK ............... In addition to the monthly salary, the Manager will receive a pension contribution of .............. per cent. The pension contribution will be paid into a pension scheme with PFA Pension / designated by the Manager.

The salary will be paid monthly in arrears and will be available on the last business day of each month.

3.2.

The Manager's salary will be reviewed once every year with effect from 1 ............... For that purpose, a salary review meeting will be held in the preceding month, for the first time in 20xx. Appraisal interviews will be held in accordance with the Company's staff policy.

3.3.

In addition to the base salary above, the Manager will receive [an annual/a quarterly] bonus/commission subject to the terms set out in the attached agreement. Any bonus paid will form part of the Manager's usual and foreseeable salary and also of the pensionable salary. The bonus scheme is covered by section 17a of the Danish Salaried Employees Act.

3.4

The Company will pay social security contributions to [indsæt sociale sikringsinstitutioner, f.eks. ATP, arbejdsskadesikring, AES, barselsdagpenge, sygedagpenge m.fl.].

 **4. Hours of work**

4.1

The weekly working hours are 37 hours, but there are no maximum working hours for the job in question and some overtime should therefore be expected. However, any extraordinary overtime, including during weekends and on national holidays, will be remunerated separately as per the parties' prior agreement.

**5. Telephone, mobile phone, company car, newspaper and PC**

5.1.

The Company will provide the Manager with a mobile phone free of charge and will pay all subscription expenses and call charges.

5.2*.*

The Company will pay all telephone expenses for the telephone installed in the Manager's private home.

5.3.

The Company will provide the Manager with a company car at a purchase price of no more than DKK ............. The amount will be adjusted on an annual basis in accordance with the net consumer-price index of Statistics Denmark, and the Company will pay all expenses involved in the purchase of the car and its operating costs. The car will be replaced every .............. year/after .............. kilometres.

The Company will also provide the Manager with a Brobizz.

Instead of a company car, the Manager may choose to have his/her salary increased by DKK ………. every month.

If the Manager uses his/her own car in the Company's service, the Company will pay a mileage allowance at the highest standard rates fixed by the National Tax Board from time to time. The Company will pay the allowance once every month together with the Manager's salary.

5.4.

The Company will provide the Manager with a PC with the necessary equipment at the Manager's private address. The PC and the equipment may be used for work as well as for private purposes. The Company will also pay the cost of Internet connection and access.

5.5*.*

The Company will pay for a daily newspaper to the Manager.

**6. Travelling and entertainment**

6.1

The Company will reimburse the Manager for all documented entertainment and travelling expenses incurred in the Company's service on presentation of valid receipts. The Manager will be provided with a credit card for payment of such expenses. Alternatively, the Manager will be entitled to a reasonable advance of such expenses, if so preferred by the Manager, including if the Manager would otherwise be jointly and severally liable for amounts charged to the credit card.

**7. Holiday and other absence with pay**

7.1*.*

The Manager is entitled to five weeks' paid holiday every year. Holiday will accrue and must be taken in accordance with the provisions of the Danish Holiday Act.

The Manager will receive an annual holiday supplement of .............. per cent, payable together with the salary for the month of ...............

7.2

With effect from commencement, the Manager is entitled to an additional five special days of holiday each holiday year. Any untaken special days will be paid out to the Manager at termination, and the Company cannot require the Manager to take any such days in the notice period.

7.3*.*

In addition, the following days are considered days off on full pay: 24 December, 31 December and 5 June. The Manager is also entitled to paid time off on a child's first and second days of illness.

**8. Childbirth, pregnancy and adoption**

8.1.

The Manager is entitled to leave in connection with pregnancy, childbirth and adoption in accordance with the relevant provisions of the Danish Act on Entitlement to Leave and Benefits on Childbirth.

8.2.

Female employees protected by the Danish Salaried Employees Act will receive full pay for four weeks of pregnancy leave before the expected date of birth, 14 weeks of maternity leave and 12 weeks of parental leave. Male employees protected by the Danish Salaried Employees Act will receive full pay for two weeks of paternity leave and 12 weeks of parental leave.

The 12 weeks of parental leave can be taken at the Manager's discretion within the first 46 weeks after the childbirth.

The Manager will be entitled to full pension contributions in periods without full pay.

The above applies correspondingly to adoption.

**9. Termination**

9.1

The Company and the Manager will have the notice entitlements set out in the Danish Salaried Employees Act, but the notice to be given by the Company has been extended by .............. months.

9.2

If the employment is terminated by the Company, the Manager will be entitled to be released from the duty to work with effect from the date of notice and cannot be required to take any holiday or special days of holiday and cannot be required to work. Having been released from the duty to work, the Manager will then be entitled to take up and commence other employment before the effective date of termination without the Company being entitled to offset the Manager's income from such employment against any amounts owed to the Manager.

9.3

In the notice period and while the Manager is released from the duty to work, the Manager will be entitled to keep all benefits, including, but not limited to, free telephone and fully expensed car.

9.4.

If the employment is terminated by the Company, the Company will pay an external consulting firm to provide individual outplacement services for up to DKK ………… exclusive of VAT at the Manager's option.

**10. Confidentiality**

10.1

The Manager is subject to a duty of confidentiality concerning all information received in the course of the employment hereunder, unless such information, by its nature, should be disclosed to third parties. This duty of confidentiality will also apply after the effective date of termination.

**11. Intellectual property rights**

11.1

All materials which have been developed by the Manager in the course of the employment hereunder or on the Company's instructions will belong to the Company. The Manager will be compensated in accordance with the Danish Employee Inventions Act.

**12. Other business activities**

12.1

It has been agreed that the Manager is entitled to engage in other business activities where such activities may be carried out without inconvenience to the Company.

**13. Supplementary training**

13.1*.*

The Company must provide the Manager with the necessary supplementary training, professional as well as managerial, and pay the cost of such training.

13.2.

To this end, a training plan will be prepared for the Manager. The contents of the training plan will be discussed once a year. The Company will allocate DKK xxx,000 every year to pay for the Manager's supplementary training. If the amount is not fully utilised, the surplus will be carried forward to the next financial year.

13.3

[Hvis Lederen har ret til uddannelse i henhold til selskabets uddannelsespolitik]: In addition, in accordance with [indsæt henvisning til lovgivning, overenskomst, vedtægter eller personalehåndbog], the Manager is entitled to annual supplementary training corresponding to [indsæt antal] days.

**14. General provisions**

14.1

To the extent that the Manager does not enjoy better rights under this employment contract, the Manager's employment hereunder is subject to the provisions of the Danish Salaried Employees Act and the Danish Holiday Act.

14.2

If the Manager qualifies for membership of the Danish Association of Managers and Executives (*Lederne*) by virtue of his/her managerial/fiduciary position with the Company, the collective agreement entitled the Managers' Agreement (*Lederaftalen*) between the Confederation of Danish Employers (*DA*) and the Danish Association of Managers and Executives will apply to the Manager's employment hereunder.

**Signatures**

Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Company For the Manager