

Employment contract – salaried employees

1. Undersigned employer

SE no. (Tax Registration Number) or **CVR** no. (Central Business Registration Number):

Hereby employs

Name: _____

CPR (Civil Registration No.): _____

Address: _____

Post code and town/city: _____

2. as (title/position): _____

3. Location of place of employment

Address: _____

Other: _____

- Home workplace
(if the employee is to work entirely or partially out of his or her home)

It has been agreed that tasks and duties are to be performed at the following location(s):

Specification of the nature and extent of work in the home workplace:

The following working tasks are to be performed in the home workplace:

The employer shall make the following equipment /furniture available for use in the home workplace:

The employer shall be responsible for insuring the equipment made available and shall be responsible for providing insurance cover for any bodily injury arising in connection with the discharge of work duties and tasks. The employer shall also be responsible for technical support of the equipment, etc., made available for the discharge of work duties and tasks in the home workplace.

Payment, where relevant:

The employer shall pay DKK _____ per month to the employee for the use of the home workplace.

Other matters encompassed by the agreement:

4. Employment shall commence on _____, until (where relevant – applicable limitation of term) _____.

5. Remuneration

The salary at commencement of employment has been mutually agreed as amounting to DKK _____ per month and shall thenceforth be disbursed on the second-last banking day of the month.

The number of working hours shall be _____ hours per week, _____ hours per year, excluding lunch.

The salary may, as a minimum, be negotiated once a year every _____.

Overtime work may be required and the employee shall perform overtime work when ordered to do so without overtime pay.

Overtime work shall be compensated with the hourly pay rate plus addition of _____ per cent on ordinary workdays and _____ per cent on Saturdays, Sundays and holidays.

Pension

The employee shall not be included in a pension scheme provided by the employer.

The employee shall be included in a pension scheme, into which the employer shall contribute _____ per cent of the monthly salary to _____ (pension company). The employee shall contribute _____ per cent of the monthly salary to the scheme, to be deducted from the monthly salary disbursement.

Bonus

Performance bonus and/or sales bonus shall be paid _____ time(s) per year. The bonus shall be disbursed together with the monthly salary into:

The bonus shall be subject to qualification for holiday pay, and where the employee is included in a pension scheme, the bonus shall be included in the calculation of pension contributions.

Specific terms and conditions applicable to the bonus scheme:

Work-related expenditures

Expenditures relating to the discharge of work duties and tasks, including travel expenses, entertainment and hospitality, room and board shall be covered by the employer upon submission of bill and accounting evidence not less than once per month. Expenditures in excess of DKK 2,000 per month shall be disbursed by the employer in advance on account with an amount corresponding to the calculated expenditure budget.

The employer shall cover all expenditures relating to: **Cell phone -**
 Computer - **Internet -** **Telefax -** **Telephone at home,** **other:**

If the employment is terminated, the employee must, by the end of the period of notice, return all equipment made available. The employer shall pay all ex-

penses relating to this. In case of immediate termination, the employee must, by the end of the month in which the termination takes effect, return all equipment made available for work purposes. However, the employer shall be liable to pay the employee compensation for the tax liability relating to, for instance, a company car or multimedia tax.

Car

The employer shall provide a car free of charge in the price range of DKK _____

DKK _____ for the employee's use and pay all expenditures in relation to this.

or

The employee shall use his or her own car in the discharge of duties and working tasks and shall receive transport cost compensation in compliance with the relevant rate determined by the National Assessment Council. In addition to this, the employer shall pay a monthly transport cost compensation amounting to DKK _____.

6. The employee shall be entitled to

- holidays with pay and payment of a holiday allowance to be disbursed with the May salary disbursement of ____ per cent (not less than 1 per cent)
- FerieKonto* holiday pay scheme (12.5 per cent)
- in addition to the provision of Consolidation Act No. 407 of 28 May 2004, the Danish Holiday Act, and any subsequent amendments, the employee shall be entitled to ____ holidays per year. The holidays shall comply with the definitions and principles provided in the Holiday Act.

7. The employment shall be subject to the following provisions on notice of termination:

The first two (2) months of employment shall be a period of probation, during which either party to the contract may terminate the employment at 14 days' notice to any day, however, so that the termination of employment shall take effect not later than the expiry of the period of probation.

The employee may from that point terminate the employment with one (1) month's notice at the end of a calendar month.

The employer may, subsequent to the expiry of the probation period, terminate the employment for cessation at the end of a calendar month, in the following way:

- at one (1) month's notice if notice of termination is served prior to the expiry of five (5) months (including probationary period)
- at three (3) months' notice if notice of termination is served prior to the expiry of two (2) years and nine (9) months
- at four (4) months' notice if notice of termination is served prior to the expiry of five (5) years and eight (8) months
- at five (5) months' notice if notice of termination is served prior to the expiry of eight (8) years and seven (7) months
- at six (6) months' notice if notice of termination is served hereafter.

Employer and employee must present notice of termination in writing to the receiving party not later than the last day of the month.

- employment not regulated by the 120-days rule
- employment regulated by the 120-days rule

The following shall apply to employment regulated by the 120-days rule.

Irrespective of the notice periods specified above, the parties agree that the employment may be terminated at one (1) month's notice for cessation at the end of a calendar month, where the following three conditions have all been fulfilled:

- 1) The employee must, within the past 12 months, have received pay during absence due to illness for a total of 120 days (including Sundays and holidays)
- 2) Notice of termination must be served immediately subsequent to the expiry of the 120 days
- 3) Notice of termination must be served while the employee is still absent due to illness

8. Illness shall be handled according to the following agreement:

- 9.** The employee shall be required to inform the employer of his/her present residential street address at all times.

The employee has received a copy of the employer's staff handbook of rules and procedures: yes no

10. Special agreements:

Date _____ Employer's signature: _____

The employee has received a copy of this contract and accept the terms and conditions of employment specified therein.

Date _____ Employee's signature: _____

11. Subsequent contract amendments (to be signed and dated by the parties – not later than one month after taking effect):

12. This contract shall be subject to the provisions of the Danish Salaried Employees Act, the Holiday Act (Consolidation Act No. 407 of 28 May 2004), and any subsequent amendments. If the parties fail to settle any dispute concerning the provisions of this contract, the matter shall be brought before the City Court of Copenhagen.