# **Contract of Employment**

THIS Contract of Employment has been made

between

[name]
[address]
[city and postal code]
[CVR number]

(hereinafter "the Enterprise")

and

[name]
[address]
[city and postal code]

(hereinafter "the Employee")

## 1. Date of commencement

The employee will take up the position as [job title] as effective from [date and year].

## 2. Place of work and duties

The place of work is [address]

The Employee will work with [duties] within [job category], see the enclosed job description. The Employee will report to [superior, manager etc.].

## 3. Salary and salary negotiations

The monthly salary is DKK [amount], to be paid monthly in arrear and no later than on the last working day of the month.

The salary will be negotiated once a year every [month] effective from [month]; for the first time on [date].

In case of major changes to the duties specified in 2., the salary will be renegotiated.

## 4. Bonus, commission etc.

The Employee will receive a bonus, commission etc. on the terms shown below (or in the

appendices to this Contract of Employment).

If the Employee resigns during the vesting period, the Employee is entitled to a proportional share of the bonus, commission etc. to which the Employee would have been entitled had he or she been employed by the Enterprise at the end of the vesting period, see section 17a of the Salaried Employees Act.

Bonus payments will be included in the calculation of the Employee's pension.

Bonus, commission etc. will be included in the calculation of holiday pay and the annual holiday allowance under section 23 of the Holiday Act.

In addition to the salary specified in 3., the Employee will receive an allowance during his or her holiday. The bonus payment will be calculated as [percentage rate] % of any bonus payments earned during the previous calendar year and payable proportionally relative to number of holidays.

The bonus payment will be included in the calculation of holiday pay if the Employee resigns. The holiday pay will be calculated as the average of bonus payments earned in the previous calendar year.

#### 5. Pension

The total pension contribution is [per cent] % of the salary specified in 3. and 4. The Employee will pay [per cent] %, the Enterprise [per cent] %.

Pension contributions will be paid by the Enterprise into [pension fund].

## 6. Working hours

Weekly hours of work will be 37 inclusive of a daily 30-minute lunch break.

The Employee will organise his or her own hours of work within the normal working hours of work, Monday to Friday between [hours].

Travel time for meetings, courses and other job-related duties are included in the calculation of working hours.

The employee is allowed to hold an other salaried or unsalaried position, if the position is not in conflict with his or her position with the Enterprise. The salary from this position is passed to the employee.

## 7. Overtime

Work beyond 37 hours a week will be considered overtime.

Overtime will be calculated at the end of the month, and paid at the Employee's option, either by lieu days or overtime payment, as follows:

lieu day(s) corresponding to the scope of overtime with an allowance of 50%

or

• payment for overtime on the basis of hourly earnings with an allowance of 50%.

Compensatory time off in lieu of overtime will be taken as agreed with the Enterprise no later, however, than at the end of the calendar year when it was earned.

Upon resignation, the Employee will receive payment for all outstanding lieu days together with the last salary payment.

# 8. Holiday and days off

## Holiday

The Employee is entitled to holiday with pay under the provisions of the Holiday Act.

The specific holiday allowance under the provisions of the Holiday Act will be paid with [per cent] %, and included using the same percentage rate in the calculation of holiday allowance upon resignation.

The Employee is entitled to fully paid salary during holidays from the time of commencement.

No holiday may be taken during the period under notice, irrespective of the Employee having been released from his or her duty to work.

## Days off

The following days are days off with full pay:

24 December, 31 December, Friday after Ascension Day, and Constitution Day on 5 June.

In addition, the Employee is entitled to [number] days off. The days off will be earned and taken as holiday. Days earned but not taken may be transferred to the next holiday year or paid out.

If the Employee resigns, the holidays earned but not taken (calculated on the basis of the Employee's salary and pension at the time of resignation) will be paid together with the last salary payment.

## 9. Continuing education and competency development

The Employee is entitled to keep and develop his or her competencies by attending continuing education courses.

The Employee is entitled to paid time off during courses, with all expenses paid by the Enterprise.

Course contents and time will be agreed at least once a year in connection with an annual performance appraisal interview. This performance appraisal interview will ensure focused and systematic development of the Employee's professional and personal competencies.

## 10. Pregnancy, child birth and adoption

The Employee is entitled to leave under the provisions on leave and adoption in the Act on Childbirth.

The Enterprise will pay full salary to female Employees during the following periods:

- 4 weeks before expected birth
- 26 weeks after birth

The Enterprise will pay full salary to male Employees during the following periods:

- 2 weeks within the first 14 weeks after birth
- 10 weeks within the first 46 weeks after birth.

The Employee is entitled to full pension contribution for weeks of leave without pay.

The above conditions are fully applicable to adoption.

## 11. Child's illness and personal days

The Employee is entitled to 2 salaried days off in case of child's illness.

The Employee can take his or her child to the doctor/dentist during working hours without deduction salary. The Employee can go to the doctor/dentist without deduction salary.

#### 12. Travel and entertainment

The Employee's expenses incurred for travel, nights away from home, entertainment, participation in courses, continuing education etc. in the interest of the Enterprise will be reimbursed by the Enterprise against receipts submitted. The Employee can request payment of travel advances in accordance with the Salaried Employees Act.

The Enterprise will pay all travel by own car in the service of the Enterprise in accordance with the highest rates DKK [present rate] each km, see central government regulations.

## 13. Distance working

Distance working will be agreed in advance by written agreement, specifying insurance coverage and expenses for the establishment of the workspace. Work must be organized in accordance with the safety provisions of the Working Environment Act concerning design, lighting, etc. The rules apply to employees who work at home more than one day a week. the company shall pay all costs of establishment and the running costs.

## 14. Intellectual property rights etc.

The Employee is entitled to reasonable compensation for inventions, intellectual property rights, computer software etc. developed, produced or discovered by the Employee during his or her employment.

The special compensation will be adjusted to the value of commercial use after deduction of the direct costs relating to sale, marketing, conclusion of agreement, and implementation. Minimum compensation will be at least 25% of this amount.

#### 15. Termination

If the Enterprise terminates the employment, the provisions of the Salaried Employees Act

apply according to length of service, always provided that, from the commencement of the employment, the term of notice is 3 months for the Enterprise:

- Up to 2 years and 9 months' employment, the term of notice is 3 months
- Up to 5 years and 8 months' employment, the term of notice is 4 months
- Up to 8 years and 7 months' employment, the term of notice is 5 months
- And, subsequently, 6 months' term of notice.

The Employee may terminate his or her employment at 1 month's notice.

No probation period has been agreed for the employment.

During the period under notice, irrespective of the Employee having been released from his or her duty to work, the Employee will keep [conditions agreed under 17].

If the Enterprise terminates the employment, the Employee is entitled, at his or her own request, to be released from his or her duty to work and receive full salary during the notice period, irrespective of other income from employment or pension.

## 16. The Salaried Employees Act and the Holiday Act

The Salaried Employees Act and the Holiday Act apply to the conditions of employment to the extent that this Contract of Employment does not place the Employee in a better position.

## 17. Special conditions

Under the statutory provisions on appointment letters, the Contract of Employment must contain all conditions essential for the salaried Employee, such as the number of nights away from home agreed including travel subsistence allowance.

The following conditions have been agreed:

| the Employee is entitled to paid fixed-line telephone, internet and the necessary hardware and software |
|---|
| the Employee is entitled to paid mobile phone   |
| the Employee is entitled to a company car at a purchase price of DKK [amount]                           |
| the Employee is entitled to paid health care reimbursement  |
| the Employee is entitled to paid subscription to [newspaper, periodical etc.]                           |
| Other   |

| [insert city/town], [insert date] | [insert city/town], [insert date] |
|-----------------------------------|-----------------------------------|
| For and on behalf of the Company  | The Chief Executive Officer       |

Signatures