

# Employment Contract

## §1 The parties

Between the employer

Name \_\_\_\_\_

Address \_\_\_\_\_

Postal code & town \_\_\_\_\_

Business License No. or  
Civil Reg. No. \_\_\_\_\_

and the employee

Name \_\_\_\_\_

Address \_\_\_\_\_

Postal code & Town \_\_\_\_\_

the following employment contract has been entered into with effect from \_\_\_\_\_.

## § 2 Position title and job function

\_\_\_\_\_  
(cf. possible attached job description)

## § 3 Work location

Address of work location \_\_\_\_\_

The employee shall be engaged in tasks within the following districts:

\_\_\_\_\_

## § 4 Working hours

The working hours are 160.33 hours per month. The aim is for the working hours to be 37 hours per week, normally falling within the daily working hours of:  
Monday – Thursday from \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. and Friday from \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

The working hours include lunch, driving time to and from the customers as well as time for reporting. Work in excess of 160.33 hours per month will be settled by time off in lieu of pay or paid in the proportion of 1:1.5 as per a more specific agreement.

## **§ 5 Leave for organising work**

The employee has a right to paid leave for organising work within Business Denmark to a reasonable extent.

If the employee is elected for a position of trust, such as work environment representative or employee representative, Business Denmark's "Addendum to contract of employment in relation to positions of trust" shall then apply to the employment relationship.

## **§ 6 Remuneration**

The employee will receive remuneration in the form of a monthly salary of DKK

\_\_\_\_\_.

If the employee is remunerated in full or in part with commissions, the attached commission agreement shall apply. In general, the provisions in the Danish Act concerning Commercial Agents and Commercial Travellers shall apply.

The remuneration will be made available on the last workday of the month. The remuneration will be renegotiated once annually, for the first time on

\_\_\_\_\_.

Any adjustment of salary shall take effect as of \_\_\_\_\_.

## **§ 7 Automobile**

The employer will place an automobile in the price range of DKK \_\_\_\_\_ - DKK \_\_\_\_\_ at the disposal of the employee and pay all expenses connected with it or the employee will use his/her own automobile in the sales work and will receive a mileage allowance in accordance with the Danish Assessment Council's rates.

In addition, the employer will pay a monthly vehicle subsidy of DKK \_\_\_\_\_.

During periods of no work (illness, childbirth, suspension, etc.) it is the employee's choice concerning whether the desire is to retain the employer- provided automobile or to return it to the employer in return for compensation corresponding to its tax-related value. If the employer-provided automobile is withdrawn improperly, the employer will pay compensation for such in accordance with the normal rules of Danish law.

## **§ 8 Work-related expenses**

Expenses connected with the work, including expenses for travel, business entertainment, room and board will be paid by the employer on presentation of vouchers at least once per month. Upon being hired, the employee will receive an on account amount of DKK \_\_\_\_\_ which will be offset from the last payment of wages upon the termination of the employment.

The employer shall pay all costs and expenses incurred in the use of a free mobile telephone and an internet connection at the employee's home. During periods off work, the employee shall be entitled to keep the free mobile phone and the internet connection at his/her home.

If the employment relationship is terminated, the employee shall at the expiration of the termination notice period surrender all work-related instruments, sales materials, customer lists, sample items and collections. The employer will pay all expenses connected with this.

## **§ 9 Illness**

The employee has a claim for fixed salary and possible commissions during illnesses, cf. section 5 and section 9, subsection 3, of the Danish Salaried Employees Act. Illnesses should be reported to

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The employee has a claim for compensation for lost commission earnings during an illness. The compensation shall at a minimum comprise the average of the commission payments for the latest 12 months. If the employment relationship has been shorter than 12 months, the average will be computed of the prior commission payments that have been made so far.

## **§ 10 Pregnancy, childbirth and adoption**

Mum: The employee shall be entitled to four (4) weeks' fully paid prenatal maternity leave and 14 weeks' postnatal maternity leave.

Dad: The employee shall be entitled to two (2) weeks' fully paid postnatal paternity leave. Said paternity leave shall be held prior to the child being 14 weeks old.

The employee (mum or dad) shall be entitled to full pay during an additional 13 weeks of postnatal parental leave after the 14<sup>th</sup> week of delivery provided that a refund is obtainable.

The salary paid during the leave shall be calculated as pay during sickness, cf. Section 9(3) of the Danish Consolidated Act on Employers' and Salaried Employees' Legal Relationship.

## **§ 11 Holiday**

The employee will receive a fixed salary during holidays plus a holiday allowance. If the employee is fully or partially remunerated in commissions, an additional amount will be paid corresponding to what the employee, if he/she had not held a holiday, would have earned in commissions. The lost commissions must on a monthly basis comprise the at least the average of the commission payments for the 12 preceding months. If the employment relationship has been shorter than 12 months the average will be computed of the prior commission payments that have been made so far.

The holiday allowance will comprise \_\_\_\_\_ percent of the salary earned the prior year that was subject to the accrument of holiday hours. The allowance will be disbursed each year at the end of May.

In addition to the holiday established in the Danish Holiday Act the employee will earn five discretionary holiday days per year. The discretionary holiday days will be earned in the same manner as the other holiday and will be taken after the holiday earned with respect the Danish Holiday Act. The employer can with 30 days prior notice mandate the holding of discretionary holiday days.

Upon termination 12.5 percent in holiday compensation will be paid to the Danish Holiday Administration Account for earned but not yet held holiday, whereas the value of earned but not yet held discretionary holiday days will be paid in cash together with the last monthly salary. The value of one discretionary holiday day will be computed as 1/30 of the average monthly salary (fixed salary and commission/bonus) computed on the basis of the past 12 months of salary paid, or the shorter period that the employment relationship might have entailed.

## **§ 12 Continuing education**

The employer has the right to continuing education for a minimum of one week a year paid by the employer. The continuing education can occur at courses offered by Business Danmark or corresponding courses. Participation in continuing education will take place without any set-off against wages.

## **§ 13 Leave**

The employee has a right to paid leave on a child's first day of illness and for the employee's own or a child's visits to doctors and dentists. Funerals of close relatives and the moving of the employee's household give the right to a leave of one day with pay. In addition the employee has paid leave on 24 December, 31 December, 5 June and the Friday following Ascension Day.

## **§ 14 Care-giving days**

The employee is entitled to up to five days of paid leave within 12 months for care-giving in connection with the admittance of a spouse/live-in partner, child or parent to a hospital.

## **§ 15 Insurance**

The employer will subscribe to full-time accident insurance for the employee. The employer will subscribe to fire and theft insurance for possible sample items and collections delivered to the employee.

The employer will insure the employee against all civil law claims for compensation that can be brought in connection with the position.

## **§ 16 Pension**

A pension scheme will be subscribed to in Business Danmarks Pension or an equivalent arrangement. The employer's share comprises \_\_\_\_\_ %

The employee's share comprises \_\_\_\_\_ %

The pension contribution will be computed on both fixed salary as well as any commissions and will be paid to \_\_\_\_\_ by the employer.

The employee shall be covered by a healthcare insurance scheme.

## **§ 17 Severance pay**

If the employee is terminated and at the point in time the employment ceases has been employed continuously by the enterprise for ten years, the employer shall pay severance pay corresponding to three months of salary.

This severance pay shall be paid in addition to any legally mandated requirements for severance pay.

## **§ 18 Notices of termination**

During the probationary period, the employee may terminate the contract by providing one (1) day's notice and the employer may terminate by providing 14 days' notice, said 14 days' notice shall fall within the first three months of the employment.

After the expiration of the trial period, the employee may terminate the employment relationship with one month's prior notification for effect at the expiration of a calendar month.

After the expiration of the trial period, the employer may terminate the employment relationship for effect at the expiration of a calendar month with the following prior notification:

- One month, if the termination is issued prior to the expiration of five months (incl. trial period).
- Three months, if the termination is issued prior to the expiration of two years and nine months.
- Four months, if the termination is issued prior to the expiration of five years and eight months.
- Five months, if the termination is issued prior to the expiration of eight years and seven months.
- Six months, if the termination is issued after eight years and seven months of employment.

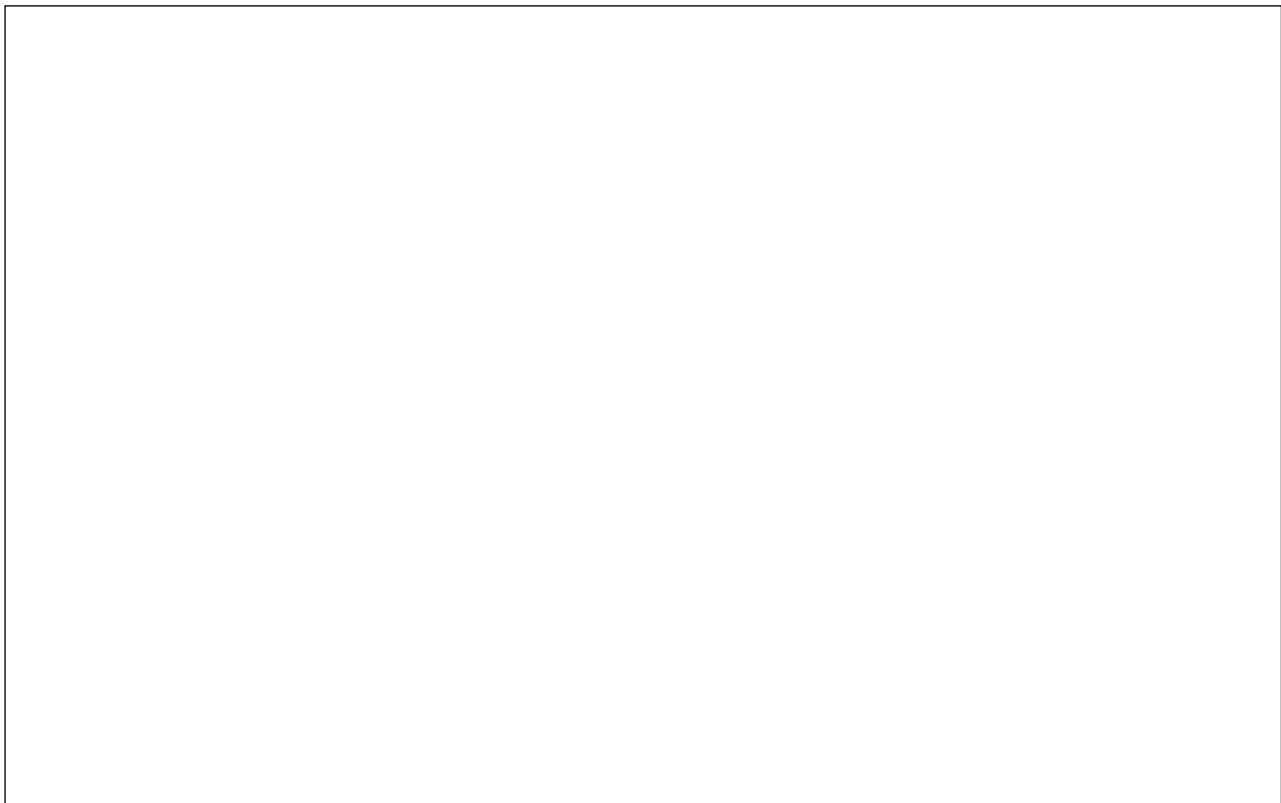
A notice of termination must be issued in writing and must be in the possession of the recipient at the latest on the last day of the month.

## **§ 19 Changes**

Changes in sections 2-17 and section 20 of this employment contract may only occur with a prior notification corresponding to the applicable termination notification in the Danish Salaried Employees Act, cf. section 18 in this contract.

## **§ 20 Special agreements**

In general, the provisions of the Danish Salaried Employees Act and the Danish Holiday Act shall apply.



The present contract will be signed by the parties in two copies. One will be given to the employer and the other one to the employee.

\_\_\_\_\_

Location

\_\_\_\_\_

Date

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Employer's signature

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Employee's signature