**Employment Contract (not bound by collective agreement)**

Between

**Demo Daten GmbH**

Genslerstraße 84

13359 Berlin

- "Employer" -

**{{first\_name}} {{last\_name}}**

{{street}} {{house number}}

{{postal Code}} {{city}}

- "Employee" -

the following Contract is agreed:

**Art. 1 Commencement of Employment**

The employment shall commence on {{hire\_date|l, d.m.Y}}.

**Art. 2 Probation period**

The employment shall be for an indefinite period. The first {{probation\_period}} shall constitute a probation period. During the probation period, the employment may be terminated by either party by giving a two-week notice.

**Art. 3 Duties**

The Employee is employed as a {{position}} and mainly tasked with the following:

{{tasks}}

The Employee agrees to perform other duties consistent with their prior knowledge and abilities, including at other locations. The above shall apply to the extent that this is reasonable, weighing the Employer's and Employee's interests, and provided that it does not entail a reduction in salary.

**Art. 4 Remuneration**

The Employee shall receive a gross monthly salary of €{{fix\_salary}}.

Any additional payment granted by the Employer shall constitute a voluntary benefit. The repeated, unconditional payment of such benefits shall not establish a legal entitlement to any future payment. The Employee shall not be entitled to receive remuneration for periods in which the employment is suspended and there is no entitlement to a salary. This applies in particular to periods of parental leave, military and community service in lieu of military service, and leave without pay. Payment of any gratuity shall always be dependent on the employment neither having been terminated nor being subject to a notice of termination at the date of payment.

**Art. 5 Working hours**

The regular weekly working hours shall be {{weekly\_working\_hours}} hours. The start and end of the daily working hours shall be subject to operational scheduling.

**Art. 6 Vacation**

The Employee shall be entitled to the statutory minimum vacation of currently 20 working days per calendar year, based on a five-day working week. The Employer may grant an additional four days of paid vacation in addition to the contractual vacation entitlement. The Employee shall draw on their vacation entitlement first when taking vacation days.

The additional vacation shall be reduced by one twelfth for each full month in which the Employee is not entitled to receive remuneration or continued remuneration, or if employment is suspended. Contractual vacation, in contrast to the statutory minimum vacation, shall be subject to the proviso that the entitlement to contractual vacation shall expire together with the available transfer period, i.e. on 31 March of the subsequent year, even if it cannot be taken due to the Employee's incapacity to work. In this case, statutory leave shall expire 15 months after the end of the vacation year.

If the Employee leaves the company in the second half of the year, their vacation entitlement shall be divided into twelfths; however, vacation entitlements shall only be reduced to the extent that the statutory minimum vacation entitlements are not exceeded.

If the employment is terminated, remaining vacation entitlements shall be used during the notice period if possible.

The legal treatment of vacation shall otherwise be subject to statutory regulations.

**Art. 7 Illness**

If the Employee is incapacitated and cannot work through no fault of their own, they shall be entitled to continued remuneration for a period of six weeks in accordance with statutory regulations. The Employee shall notify the Employer of their inability to work immediately. If the inability to work extends for longer than three calendar days, the Employee shall provide a medical certificate about the existence of and expected duration of their condition no later than on the working day following the third calendar day. This duty to provide a medical certificate shall continue to apply beyond the six-week period mentioned above. The Employer shall be entitled to request that a certificate of incapacity be presented sooner.

**Art. 8 Confidentiality**

The Employee shall keep all company and business secrets confidential for the duration of their employment and beyond.

They shall be liable to pay liquidated damages in the amount of one month's gross salary for each breach of this confidentiality obligation. The Employer reserves the right to assert additional damages.

**Art. 9 Secondary employment**

Any secondary employment that is paid or that affects the employment shall only be permitted with the Employer's consent.

**Art. 10 Liquidated damages**

In the event that the Employee fails to commence the employment as contractually agreed or terminates the employment in violation of this employment contract, the Employee shall be liable to pay the Employer liquidated damages in the amount of half a month's gross salary for any breach of contract occurring prior to the end of the probation period and a full month's gross salary for any breach occurring thereafter. The Employer's right to assert additional damages remains unaffected by the above.

**Art. 11 Termination**

Once the probation period has expired, the notice period shall be four weeks with effect from the 15th day or the last day of any calendar month. Any statutory extension of the notice period in favor of the Employee shall apply correspondingly in favor of the Employer. Notice of termination shall be provided in writing. Termination shall not be permitted prior to the commencement of employment.

The Employer shall be entitled to suspend the Employee until the termination of employment. Such suspension shall be made taking into account any residual leave to which the Employee may be entitled, plus any credit balance in the Employee's working hours account. During the period of suspension, the Employee shall have any earnings obtained from their work set off against their remuneration entitlements from the Employer.

Employment shall cease at the end of the month in which the Employee reaches the statutory pension age at the latest.

**Art. 12 Expiry/exclusion periods**

Any entitlements arising from the employment shall expire if they are not asserted against the respective other contracting party in writing within an exclusion period of three months from their due date and, if they are rejected by the other contracting party and not asserted before a court within an additional three-month period. This shall not apply to any claims arising from intentional or grossly negligent action.

The exclusion period shall not apply to the Employee's entitlement to their statutory minimum remuneration. However, any claims of the Employee to remuneration above and beyond the statutory minimum remuneration shall be subject to the agreed exclusion period.

**Art. 13 Additional agreements**

{{additional agreements}}

**Art. 14 Amendments to the contract and ancillary agreements**

No contractual legal claims shall accrue to the Employee from the Employer's purely unilateral conduct, unless there is an oral or written consensual amendment to the employment contract (exclusion of company practice).

In the event that individual provisions of this contract are or become ineffective, the remaining provisions of this contract shall remain fully effective.

The Employee shall notify the Employer without undue delay of any changes in their personal circumstances such as their marital status, number of children and address.

@@HR##city@@ @@HR##date@@

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

Place, date

@@HR@@ @@Candidate@@

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Employer's signature Signature {{first\_name}} {{last\_name}}