Employment Contract

Between the

[Jingga e.K.] (hereinafter referred to as "Employer")

[Kirchstr. 33]

[61191 Rosbach]

[Country]

and

[Employee Name] (hereinafter referred to as „Employee“)

[Employee Addresse]

[Zip, City]

[Country]

The following employment contract is concluded:

The term Employee shall mean male, female and miscellaneous Employees. This also applies to other terms used in this contract such as "supervisor".

**§ 1**

**Field of work and description of duties**

The Employee is hired as [Software Developer] in [61191 Rosbach].

The Employer reserves the right to assign another equivalent field of work while safeguarding the interests of the Employee. The reservation also applies to areas of responsibility assigned in the future.

The Employee will be responsible for the following primary duties:

1. –
2. –
3. –
4. –
5. –
6. –
7. –
8. –
9. –

The Employee agrees to perform all work assigned to him or her carefully and conscientiously and, if necessary, to perform work other than that listed above. The interests of the Employer shall be safeguarded both within and outside working hours.

**§ 2**

**Probationary period, duration of contract, termination, leave of absence**

The Employee starts his employment on XX.XX.XXXX. The employment relationship is unlimited until reaching the statutory retirement age.

The first 6 months are agreed as a probationary period. During the probationary period, the employment relationship can be terminated by both parties with a notice period of 2 weeks. The employment relationship cannot be terminated before the start of work.

After the end of the probationary period, a notice period of 3 months to the end of the month is agreed for both parties.

Notice of termination must be given in writing, §§ 126, 623 BGB; electronic form is excluded.

Without the need for notice of termination, the employment relationship shall end at the latest at the end of the month in which the Employee reaches the statutory retirement age applicable to him. The employment relationship shall also end at the end of the month in which the Employee begins to draw a full disability pension, but no earlier than two weeks after receipt of written notification of the Employee by the Employer of the occurrence of the condition subsequent. The Employee undertakes to inform the Employer without delay of the delivery of the pension notice in which the competent social insurance agency determines the full reduction in earning capacity.

After giving notice or concluding a termination agreement, the Employer is entitled to release the Employee from work with continued payment of remuneration and crediting of vacation and working time credits if there is an objective reason for doing so. An objective reason exists in particular if there is a concrete danger that the Employee will violate the contract in a gross manner that impairs trust (e.g. through competitive activity, disclosure of internal information) or the Employer can no longer employ the Employee (e.g. due to the loss of the job).

**§ 3**

**Working hours, overtime, short-time work**

The regular working time is 40 hours per week without breaks, based on a 5-day week.

The distribution of regular working hours is based on the company's schedule, but is usually Monday to Friday with a minimum of eight hours per day. Work must be interrupted by pre-arranged rest breaks of at least 30 minutes if the working time is between six and nine hours, and 45 minutes if the working time is longer than nine hours. The Employer shall otherwise determine the location of the working time and the breaks at its reasonable discretion.

The Employee shall also be obliged to work overtime, Sundays and holidays at the Employer's request within the scope of the statutory provisions. Even if the Employee repeatedly works overtime or extra hours at the Employer's request, the contractually agreed working hours shall otherwise remain unchanged. The repeated arrangement of overtime and/or extra hours shall not give rise to any claim to their future arrangement or corresponding remuneration. The Employee may not, at his own discretion, change his working hours or place of work and/or independently perform overtime and extra hours.

The Employee must provide proof of the beginning, interruption and end of working hours in accordance with the time recording system customary in the company.

The Employer is entitled to unilaterally order short-time work if there is a significant loss of work due to economic reasons or an unavoidable event and the loss of work has been reported to the labor administration (§§ 95 ff. SGB III). For the duration of the short-time work, the remuneration is reduced in proportion to the lost working time to the regular working time.

**§ 4**

**Remuneration**

The Employee receives as remuneration for his activities an annual remuneration in the amount of EUR XX.XXX gross, which is paid in 12 equal installments under withholding of the legal deductions and refers to the working time according to § 3.

As far as the activity does not cover the whole year, the remuneration is reduced pro rata temporis.

All payments shall be made without cash and shall be due at the end of each month.

This remuneration shall cover overtime and extra hours up to a maximum of 10 hours per week. Overtime and overtime in excess of this shall be compensated by time off.

The Employee undertakes to repay any overpayments of remuneration.

**§ 5**

**Annual bonus and other benefits**

If the Employer makes special payments, this shall be done voluntarily and with the proviso that even with a repeated unconditional payment, a legal claim shall only arise to the benefits received in each case and no legal claim shall be established for the future. The Employer reserves the right to decide anew each year whether and in what amount such a special payment will be made. This does not apply to benefits based on an individual contractual agreement with the Employee within the meaning of Section 305b BGB.

**§ 6**

**Vacation**

The Employee is entitled to the statutory minimum vacation of 4 weeks per calendar year based on a 5-day week.

The Employer grants the Employee an additional vacation entitlement of two additional weeks (= 10 working days) per year. For this additional leave, in deviation from the legal requirement for the statutory minimum leave, the following applies:

1. the entitlement to additional leave shall accrue in the year of the beginning and the end of the employment relationship for each full month of employment at 1/12.
2. the entitlement to additional leave shall lapse after the expiry of the carryover period pursuant to section 7(3) of the BurlG even if the leave cannot be taken by then due to the Employee's incapacity for work.
3. The entitlement to additional leave shall lapse after the expiry of the carryover period pursuant to Section 7(3) of the BurlG irrespective of whether the Employer has formally requested the Employee to take the leave, stating that leave not taken shall otherwise lapse.
4. The entitlement to additional leave shall not be heritable and shall not be settled upon termination of the employment relationship.
5. to the extent that the entitlement to the additional leave does not exist or is forfeited, the same shall apply to the resulting leave compensation claims.

With the granting of vacation, the statutory minimum vacation entitlement is initially fulfilled until it is completely fulfilled.

**§ 7**

**Inability to work and continued payment of wages**

In the event that the Employee is prevented from working - for whatever reason, but in particular in the event of incapacity to work due to illness - the Employer must be notified immediately before the start of work and informed of the reason and the expected duration of the absence.

If the incapacity for work lasts longer than two calendar days, the Employee shall submit a certificate of incapacity for work no later than on the following working day. The Employer is entitled to require the submission of the certificate of incapacity for work earlier. The obligation to submit the certificate of incapacity for work shall also apply after the end of the period of continued payment of remuneration.

Claims under Section 616 of the German Civil Code (BGB) for temporary incapacity are excluded.

**§ 8**

**Secondary activity**

The Employee shall notify the Employer of the commencement of other paid employment. If the Employee has notified the Employer of the intended activity, stating its nature, location and duration, the Employer shall give its consent without delay. The Employer may refuse consent if the secondary employment more than insignificantly impairs the performance of the Employee's official duties or if other legitimate business interests are impaired by the secondary employment. The Employer may also grant its consent for a limited period or subject to revocation. The consent must be given in writing.

The consent requirement does not apply to the taking up of honorary, charitable, denominational or political activities, provided that the activity does not impair the interests of the Employee in accordance with the provisions of this agreement.

**§ 9**

**Nondiscolsure**

The Employee is obliged to keep secret business and trade secrets as well as operational matters of a confidential nature, which are designated as such by the management in writing or verbally or are obviously recognizable as such, and not to make them accessible to third parties without the express approval of the management. This obligation also extends to matters of other companies with which the Employer is economically or organizationally affiliated. Secrecy must be maintained both with respect to outsiders and to other Employees of the Employer who are not directly involved with the matter in question.

The obligation to maintain secrecy shall commence upon the signing of this Agreement and shall continue beyond the termination of the employment relationship.

The Employee will comply with general and specific instructions of the Employer regarding confidentiality. In case of doubt, the Employee will obtain an instruction from the Employer on the confidentiality of certain facts.

Presentations or publications which affect the interests, business areas or products of the Employer require the prior consent of the Employer.

**§ 10**

**Data protection**

The Employee consents to the collection, processing, use and storage of his personal data insofar as this is necessary for the implementation or termination of the employment relationship. This also applies in particular to all data which the Employee has provided without being asked to do so as part of his or her application. If the Employer no longer has a legitimate interest in storing the data, the Employee may request that the data be deleted at any time.

**§ 11**

**Rights to work results**

Employee hereby assigns to the Employer accepting this Order all transferable rights in and to the Work Results (collectively, the "Work Results") performed by Employee under or in connection with Employee's employment under this Agreement, without prejudice to Employee's right of invention.

If and to the extent that rights to Work Results are not transferable as such, Employee hereby grants to the Employer hereby accepting this Order the exclusive, transferable and sublicensable right to use and exploit such Work Results worldwide and without any limitation as to subject matter or time for the duration of the respective property right in all known and unknown ways of use. The rights and claims to which the Employee is mandatorily entitled shall remain unaffected.

Unless otherwise expressly stipulated above (in particular with regard to legally applicable Employee invention rights=), the aforementioned transfers and grants shall be compensated for with the remuneration payable under this Agreement.

The above transfers and grants of rights shall continue to exist even after termination of this employment contract.

**§ 12**

**Duty of disclosure**

The Employee is obliged to notify the Employer without delay of any changes in his or her person that may affect his or her work performance or otherwise affect the employment relationship. For example, the Employee must notify the Employer of changes in his address, marital status, children, etc. without being asked to do so.

In particular, the Employee must inform the Employer immediately if he/she has applied for severe disability or reduced earning capacity pension. Recognition or equalization as a severely disabled person must also be notified to the Employer without delay.

**§ 13**

**Prohibition of competition during the existence of the employment relationship**

During the existence of the employment relationship, the Employee is not permitted to work for his own account or for the account of a third party, either independently or on a salaried basis or in any other way in a business, to set up or acquire such a business which competes with the Employer, or to participate in such a business directly or indirectly (e.g. via third parties). Excluded from this are mere financial participations, insofar as no influence can be exerted on the executive bodies of the competitor company as a result.

**§ 14**

**Duty to hand over company property**

The Employee is obligated to return company property of any kind, including company-related documents, to the Employer at the latest upon termination of the employment relationship. This also includes data processed by the Employee as well as data carriers and software which are in the Employer's right of use and disposal.

The Employee undertakes to submit a corresponding declaration of completeness to the Employer upon request.

The place of surrender shall be the registered office of the Employer.

Data may only be deleted with the prior consent of the Employer.

**§ 15**

**Reporting obligations of the Federal Agency and procedure in the event of termination by the Employer**

Pursuant to Section 38 (1) SGB III, persons whose employment relationship ends are obliged to register as jobseekers with the Employment Agency at least three months prior to its termination. If there are less than 3 months between the conclusion of the contract and the end of the employment relationship, the notification must be made within three days of the conclusion of the contract. A job search notification can be made online, in person, by telephone or in writing. A breach of the obligation to report in accordance with Section 38 (1) SGB III can lead to the occurrence of a blocking period.

If, as an Employee, you wish to claim that a termination is socially unjustified or legally invalid for other reasons, the Employee must file an action with the Labor Court within three weeks of receipt of the written notice of termination to establish that the employment relationship has not been terminated as a result of the termination.

In the case of Section 2 of the Dismissal Protection Act, the action must be brought to establish that the change in working conditions is socially unjustified or legally invalid for other reasons.

Insofar as the termination requires the approval of an authority, the time limit for bringing an action before the labor court shall not expire until the decision of the authority has been notified to the Employee.

**§ 16**

**Cut-off periods**

All claims arising from the employment relationship shall be forfeited if they are not asserted in writing against the other party within three months of the due date.

The forfeiture does not apply to:

* claims based on intentional or grossly negligent breach of duty
* claims arising from injury to life, body or health
* claims of the Employee which are excluded from this preclusion period by law (e.g. AentG, MiLoG, BetrVG, TVG).

**§ 17**

**Ancillary Agreements and Contractual Amendments, Exclusion of Company Practice**

This contract replaces all previous written and verbal agreements.

Amendments to the contract by individual contractual agreements are effective informally. Otherwise, amendments to the contract must be made in writing; this also applies to amendments to this written form agreement. This means that no claims arise from operational practice. There are no verbal subsidiary agreements to this contract.

Should any provision of this contract be or become invalid, this shall not affect the validity of the other provisions of this contract. In this case, the contracting parties undertake to replace the invalid provision with a legally permissible provision that comes as close as possible to the sense and purpose of the invalid provision or corresponds to it. The same shall apply in the event of a loophole.

Collective bargaining provisions shall generally not apply unless their application is expressly agreed in writing.

61191 Rosbach, XX.XX.XXX 61191 Rosbach, XX.XX.XXX

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Jingga e.K. Employee

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CEO