

## **[PERMANENT/FIXED-TERM] EMPLOYMENT CONTRACT**

THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN:

- (1) **[name]**, a private limited company having its corporate seat and its office address in **[place]**, duly represented by **[name representative]**, and hereinafter referred to as “the Employer”;

and

- (2) Mr/Ms **[name]**, born on **[date]**, residing in **[place]**, hereinafter referred to as “the Employee”;

hereinafter jointly referred to as “the Parties”;

WHEREAS:

A.

B.

NOW IT IS HEREBY AGREED AS FOLLOWS:

### **Article 1 – Date of commencement and term of employment**

- 1.1 The Employee’s employment with the Employer will commence on **[date]**.
- 1.2 This employment contract is for an indefinite term/This employment contract is for a fixed term of one (1) year and terminates as of right on **[date]** without any notice of termination being required.

- 1.3 **[fixed term employment contract]** This employment contract may be terminated by either party before the end of its term subject to the applicable rules and regulations. Notice to terminate this employment contract before the end of its term is to take effect at the end of a month. The Employer's notice period is **[x]** month/months. The Employee's notice period is **[x]** month/months.
- 1.4 **[permanent employment contract]** Notice to terminate this employment contract is to take effect at the end of a month. The Employer's notice period is **[x]** month/months. The Employee's notice period is **[x]** month/months.
- 1.5 This employment contract ends, without any notice of termination being required, on the day on which the Employee reaches the retirement age applicable to him/her, based on the General Old Age Pensions act.

#### OPTIONAL

- 1.6 *The probationary period is **[one month/two months]** from the commencement date of employment. The Parties may terminate the employment contract with immediate effect during this period .*

#### Article 2 - Job title and duties

- 2.1 The Employee's job title is **[name job title]**. The duties of the job include **[description working activities]**.
- 2.2 The Employer may temporarily assign different duties to the Employee for reasons related to business interests. Reasonable proposals for a change of duties for a prolonged or indefinite period may be refused by the Employee only if **[he/she]** cannot reasonably be expected to accept them.
- 2.3 The Employee undertakes to devote the whole of **[his/her]** time, attention and abilities to faithfully and diligently perform the duties assigned to **[him/her]** and to follow and carry out to the letter the relevant instructions or directions given by or on behalf of the

Employer; in other words: to do everything that can be required of a good employee.

- 2.4 If the Employee undertakes or intends to undertake additional work, **[he/she]** is required to inform the Employer accordingly and to request written permission to undertake such activities. The Employee is not permitted to undertake outside work which may affect the proper performance of **[his/her]** duties and prejudice the interests of the Employer.

### **Article 3 – Job location**

Upon commencement of employment, the job location is **[place]**. At the Employer's request, however, the Employee is required to perform **[his/her]** duties at a location other than the location at which the duties are usually carried out, unless this cannot reasonably be required of the Employee on account of special circumstances.

### **Article 4 - Working hours**

- 4.1 The number of working hours agreed upon is **[x hours]** per week.

*OPTIONAL (in case of parttime work):*

- 4.2 *Working hours are spread over **[x]** days a week and are from **[time]** to **[time]**. The Employee is entitled to **[an unpaid/a paid]** break of **[period]** per day. Upon commencement of employment, the Employee will perform **[his/her]** duties on **[working days]**. If so required by the Employer's business interests, the Employee will work on days other than the days mentioned above. Reasonable proposals for a temporary or permanent change of working days may be refused by the Employee only if **[he/she]** cannot reasonably be expected to accept them.*
- 4.3 The nature and level of the job may entail that the Employee is also required to perform **[his/her]** duties outside the agreed working hours, without being entitled to compensation (in time or money).

## Article 5 - Salary and holiday allowance

- 5.1 The Employee's gross monthly salary based on a **[x hours]** hour working week is **[euro]**. The salary is paid on or before the last day of the calendar month, net of the statutory and any agreed deductions, by transfer to a bank account specified by the Employee. The Employee will receive a monthly (digital) salary slip.
- 5.2 The Employee is entitled to a holiday allowance of 8% of the gross salary (exclusive of supplements, allowances and bonuses) for the period 1 June to 31 May. If the Employee has been in the Employer's service for less than a full calendar year or if the number of working hours changes in the course of the year, the holiday pay will be calculated on a pro rata basis. The holiday allowance is paid once a year in the month of May. On termination of the employment contract, the Employee is entitled to any accrued holiday allowance.

### OPTIONAL

- 5.3 *If the Employer provides the Employee with a **[lease car/mobile phone/laptop etc]**, the relevant terms and conditions will be set forth in a separate agreement, which will be attached as an appendix to this contract.*
- 5.4 *In addition to the fixed salary components mentioned in this Article, the Employee may be eligible for a 13th month's bonus, which will be deemed to be inclusive of holiday pay.*
- 5.5 *In addition to the fixed salary components mentioned in this Article, the Employee may be eligible for a bonus [OPTIONAL: in accordance with the bonus scheme]. The Employer will set an annual target for the Employee. This target is absolute and will therefore not be adjusted if it is not reached in the calendar year concerned because no work is carried out for whatever reason and/or if the employment contract is terminated or ends for whatever reason. If a female employee is absent on maternity leave in a calendar year, the target will be adjusted pro rata to take account of the period in which she does not work on account of that maternity leave.*

*[OPTIONAL: The bonus will be calculated on the basis of achievement of the personal target as well as the Employer's financial performance]. The bonus awarded to the Employee counts as salary inclusive of holiday allowance. The bonus entitlement will lapse if the employment contract is terminated or ends for whatever reason before the bonus is paid. A bonus to which the Employee is entitled will be paid, net of the relevant deductions, in the month of **[month]** of the following year. The Employer may adjust and determine the bonus scheme and the target annually.*

- 5.6 *The Employee participates in the Employer's share option scheme. The relevant arrangements are set out in a separate agreement, attached as an appendix to this contract.*
- 5.7 *The Employee receives a kilometre allowance for business use of **[his/her]** own car of **[amount in euro]** per kilometre or such a tax-free allowance per kilometre as is permissible under tax rules. This allowance includes an amount in respect of the premium payable for an insurance to be taken out by the Employee **[himself/herself]** to cover loss or damage in connection with business use of the Employee's own car. The Employee will also be reimbursed for the actual cost incurred for travel by public transport on the basis of **[first/second]** class travel. If the travel involves ordinary commuting, the kilometre allowance or reimbursement of public transport expenses will never exceed the maximum amount that can be paid tax free by the Employer.*
- 5.8 *The Employer will pay the Employee a net monthly expense allowance of **[amount in euro]**.*
- 5.9 *The Employee may participate in the Employer's **[save-as-you-earn scheme and/or life cycle savings plan]**, of which the Parties are sufficiently aware.*
- 5.10 *The Employer offers its employees the opportunity to participate in a group health insurance plan, of which the Parties are sufficiently aware. [OPTIONAL: The Employer will pay (fifty per cent of) the premium for this group health insurance.]*

5.11 *The Employer may adjust the allowances and reimbursements referred to in this Article to take account of changes in tax rules or rulings.*

#### **Article 6 - Holidays**

- 6.1 The Employee is entitled to **[x]** days paid holiday per calendar year [*OPTIONAL: on the basis of a **[x]**-hour working week*].
- 6.2 If the employment contract is entered into or terminated in the course of a year, the Employer will pay on a pro rata basis the accrued vacation not taken by the Employee during the current year. The Employee will refund to the Employer the vacation already taken by exceeding his pro rata accrual during the current year.
- 6.3 The Employee will inform the Employer in writing of any planned vacation and will obtain prior approval of the Employer. Holidays must, in principle, be taken in the calendar year of accrual.

#### **Article 7 - Pension**

The Employee will **[not]** become a member of the applicable pension plan, of which the Parties are sufficiently aware.

#### **Article 8 - Incapacity for work**

- 8.1 If the Employee is unable to perform the agreed work due to sickness or accident, **[he/she]** is obliged to notify the Employer accordingly as soon as possible, but before **[time] [am/pm]** on the first day of incapacity, stating the expected period of incapacity, or to arrange the Employer be so notified if the Employee is absolutely unable to do so **[himself/herself]**. As soon as the Employee knows when **[he/she]** will be able to resume work, **[he/she]** must notify the Employer accordingly without delay. If the Employee stays abroad during the period of incapacity for work, **[he/she]** must submit a medical certificate issued by a physician (preferably one associated with a local social security agency) within one week or at least as soon as possible thereafter. The certificate must be clearly legible and in English and must at least give an opinion as to the expected period of sickness and the Employee's fitness to travel.

- 8.2 If the Employee is unable to perform the agreed work due to sickness, the Employee is required to follow all reasonable instructions given by or on behalf of the Employer and to maintain contact with the Employer.
- 8.3 In case of incapacity for work as defined in Section 629 in Book 7 of the Netherlands Civil Code, the Employer will pay the Employee 100% of **[his/her]** most recent salary, as well as the holiday pay referred to in Article 5, for a period of 52 weeks from the first day of incapacity for work. If the sickness absence continues beyond this period, the Employer will pay the Employee 70% of **[his/her]** most recent salary and holiday pay for a maximum of 52 weeks following the first period. For the purposes of calculating the 104-week period, periods of incapacity for work will be linked and treated as one period of incapacity for work if the gap between these periods is less than four weeks.
- 8.4 Breach or non-performance by the Employee of the obligations under this Article may give rise to suspension or termination of payment of salary in accordance with Section 629 in Book 7 of the Netherlands Civil Code. In addition, the right to continued payment of salary under Section 629 in Book 7 of the Netherlands Civil Code will lapse if the sickness is due to the Employee's intent and/or in respect of the period during which the Employee's actions impede or delay **[his/her]** recovery and/or in respect of the period during which, although able to do so, the Employee refuses, without good reason, to perform suitable work for the Employer, or for a third party designated by the Employer with the permission of the benefits agency.
- 8.5 If the Employee's incapacity for work is caused by an event for which a third party is liable, the Employee must immediately furnish the Employer with all information and do everything within **[his/her]** power to enable the Employer to exercise the right of recovery defined in Section 107a in Book 6 of the Netherlands Civil Code.

#### **Article 9 – Gifts/payments etc. by third parties**

Without the Employer's prior approval, the Employee is not permitted to accept or receive money or any other form of remuneration (whether directly or indirectly) from third parties with whom the Employee has contact in connection with **[his/her]** work under the employment contract,

such as customers and suppliers of the Employer, during the term of the employment contract.

#### **Article 10 – Employer’s property**

- 10.1 All materials, addresses, contacts, data carriers and written documents and adaptations thereof which the Employee receives or obtains from or through the Employer or in **[his/her]** capacity as Employee of the Employer are and shall remain the property of the Employer.
- 10.2 All property of the Employer which is in the Employee’s possession must be returned to the Employer without delay and without a request to that effect on termination of the employment contract, or at such earlier time as the Employer may require.

#### *OPTIONAL*

- 10.3 *If the Employee is absent or incapacitated for work for more than 4 weeks, the Employee must immediately return to the Employer, at the latter’s request, all property made available to **[him/her]** in connection with the performance of **[his/her]** duties, such as **[for examples: lease car, mobile phone etc]**, without the Employee being entitled to any compensation or indemnity.*

#### **Article 11 – Secrecy obligation**

- 11.1 During the entire duration of this Agreement as well as after the end of the employment relationship and without the prior approval of the Employer, the Employee will keep secret and not use, other than for the purposes of the performance of **[his/her]** duties, or disclose or communicate to third parties any information on the Employer’s activities, organization and internal and external contacts in the broadest sense.
- 11.2 If the Employee considers it appropriate to disclose information as referred to in Article 11.1 to third parties, or if the Employee is requested by third parties, including the press, to disclose such information, the Employee must inform the Employer accordingly in good time before any disclosure is made in order to enable the



Employer to assess whether there are any objections to such disclosure.

- 11.3 Without the Employer's prior written consent, the Employee is not permitted to make copies or summaries of documents or information relating to the Employer's business, except when the disclosure of such information is required by law or the Parties have agreed in writing that such information is intended for publication or external release.

#### **Article 12 – Non-competition / non-solicitation clause**

- 12.1 As the Employee understands and acknowledges that **[his/her]** position gives **[him/her]** access to and/or the benefit of information on the company's management, policies and/or strategic direction, as well as documentation, contracts, technical information and/or the business connections of the Employer, in short referred to as 'company assets', and the Employee understands and acknowledges that it is in the Employer's interest to protect those company assets in order to maintain its position, market share and good reputation, the Employee acknowledges and agrees that **[his/her]** work options after termination of the employment contract are subject to certain restrictions.
- 12.2 The Employee will not without the prior written consent of the Employer, during the period of one year after termination of the employment contract, maintain any form of business relations with and carry out work in any capacity or in any form, whether directly or indirectly, for the Employer's customers, clients and business connections who were customers, clients and business connections of the Employer in the twelve-month period preceding the termination of the employment contract.
- 12.3 The Employee will not without the Employer's prior written consent, during a period of one year from the termination date, work for, be involved in and/or have financial or any other interest in - directly or indirectly, alone or jointly, on the basis of an employment contract or in any other way - a business whose activities are identical or similar to or competitive with the Employer's activities in the broadest sense, in **[for example the Netherlands/ Europe/the world]**.

### **Article 13 - Penalty**

Any breach and/or violation by the Employee of the provisions of Articles 2.4, 11 and 12 will render the Employee liable – if necessary in derogation of the provisions of Section 650(3-5) in Book 7 of the Netherlands Civil Code – to a penalty of **[amount]** for each breach, which penalty will be immediately due and payable to the Employer, as well as a penalty of **[amount]** for each day (whether a regular working day or otherwise) on which the violation or breach continues. The penalty will be incurred by the mere violation or breach of these provisions, without prejudice to the Employer's right to demand compliance with this contract instead of claiming the penalty, and the Employer's right to seek compensation in full.

### **Article 14 - Unilateral amendments**

The Employer reserves the right to (unilaterally) amend any of the terms of the employment contract if, according to the standards of fairness and reasonableness, the Employer's compelling interests in doing so outweigh the Employee's interests that could be prejudiced thereby.

### **Article 15 – Personal data processing**

The Employee acknowledges and agrees that the Employer may process **[his/her]** personal data. The Employer will process the personal data in accordance with the provisions of the Netherlands Personal Data Protection Act (in Dutch: *Wet bescherming persoonsgegevens*).

### **Article 16 - Applicability**

- 16.1 The relationship between the Employer and the Employee is governed by the applicable collective agreement (*optional: as in force until [datum] and/or as adopted and/or amended during the term of this employment contract/ as long as such collective agreement is generally binding*) / **[personnel manual, company regulations]** (hereinafter the "Company Rules and Regulations") and the applicable statutory provisions, subject to any permitted derogations.
- 16.2 The Employee is required to comply with the said Company Rules and Regulations. The Employee is aware that the Employer may (unilaterally) amend the above-mentioned Company Rules and Regulations.

*OPTIONAL (if there is a collective agreement)*

16.3 *The collective agreement will cease to apply when the Employee is no longer employed by the Employer.*

**Article 17 – Governing law, competent court, etc.**

- 17.1 Any disputes arising from this contract or any agreements or contracts ancillary thereto, will be settled by the competent court in accordance with Dutch Law.
- 17.2 In the event of any dispute, the competent court in the district of **(name city)** will have jurisdiction.
- 17.3 If one or more of the provisions of this contract are invalid or unenforceable, the remaining provisions of this contract remain in full force and effect. The Parties undertake to negotiate replacement provisions without delay.

*OPTIONAL:*

**Article 18 - Acknowledgement**

*By signing this employment contract, the Employee acknowledges that **[he/she]** has received a copy of the above-mentioned Company Rules and Regulations and that **[he/she]** agrees to the contents thereof.*

Thus agreed on **(date)**, drawn up in duplicate and signed in **[place/city]**:

Employer:

Employee:

**[naam employer]**

\_\_\_\_\_  
**[naam representative]**

\_\_\_\_\_  
**[name]**