**EMPLOYMENT AGREEMENT**

|  |  |  |
| --- | --- | --- |
| between |  | |
|  |  | |
| **Company:** | **XXX AG**, Example 22, 8000 Zurich, Switzerland  hereinafter referred to as "**XXX**" (employer) | |
| and | |
|  |  | |
| **Employee:** | Michaela Muster, Employee street 11, 8000 Zurich, hereinafter referred to as "**MM**" (employee) | |
|  |  | |
| **Contents of the Agreement:** | An employment relationship within the meaning of Art. 319 of the Swiss Code of Obligations exists between XXXand the MM, which comes into force on xx.xx.2022 (commencement of employment). | |
|  |  | |
| **Area of responsibility/function:** | Support XYZ | |
|  |  | |
| **Working hours:** | The weekly working hours amount to 42 hours.  It is the responsibility of the MM to schedule his working time. However, he/she must take into account the practices of XXXas well as the respective work status (projects) and consult with the other (internal and external) project members in advance. | |
|  |  | |
| **Workload:** | 50% | |
|  |  | |
| **Yearly salary:** | CHF 30’000 gross, with a workload of 50%, paid twelve times in monthly instalments, each paid on the 25th of the same month. | |
| **Deductions:** | The mandatory contributions for AHV/ALV and BVG are deducted from the gross monthly wage. Any withholding tax will also be deducted directly. | |
| **Duty to report in case**  **of inability to work in**  **general** | The MM shall notify his direct superior immediately if he/she is prevented from performing his work because of illness or accident.  If the inability to work (in German: *Arbeitsunfähigkeit*) is expected to last a maximum of two working days, the MM is not required to provide a medical certificate. From the 3rd day onwards, a medical certificate must be presented to XXX, which provides information on the amount of the incapacity to work and the expected duration.  XXX shall always be entitled to demand a medical certificate from the first day of absence.  In the event of inability to work as a result of an accident, the MM must also provide XXX with a precise report on the course of events surrounding the accident in order to clarify any liability claims. | |
|  |  | |
| **Expenses** | Any expense regulations of XXX apply with regard to expenses. As long as there are no expense regulations, the MM’s expenses will be reimbursed according to the effective expenditure (according to receipts). | |
| **Holidays:** | MM is entitled to 4 **weeks of** holiday during the contractual period. The MM shall take into consideration the course of business when planning the holidays. The time and date of the holidays must be agreed with XXX at an early stage. | |
|  |  | |
| **Overtime** | Overtime (*Überstunden*) and excess hours (*Überzeit*) must be worked if this is required by the needs of XXX or the tasks assumed. Any claims arising from overtime, excess hours, night and weekend work as well as all other allowances are fully covered by the salary. | |
|  |  | |
| **Duty of care:** | The MM is obliged to perform the tasks assigned to him conscientiously and to follow the instructions given by XXX. | |
|  |  | |
| **Confidentiality:** | The MM is obliged to maintain the strictest secrecy about all matters of the XXX and its affiliated companies as well as its customers and partners which come to its knowledge within the scope of the work activity (see below for contractual penalty and settlement of damages). The MM undertakes to sign a separate confidentiality obligation. | |
|  |  | |
| **Probation period:** | Probation period is 3 months. | |
|  |  | |
| **Notice / period of notice:** | During the probation period, each party may give notice to the employment agreement by observing a notice period of 7 days. After the probation period, the notice period is three (3) months to the end of each month after the end of the probationary period.  Notice of termination must be given in writing; it must reach XXXno later than the last day before the commencement of the notice period. | |
| **Amendments** | Any amendment or change to this employment agreement or any agreement to terminate it must be in writing in order to be valid. These formal requirements can only be waived by a written declaration. | |
|  |  | |
| **Partial invalidity of**  **the contract** | The invalidity of individual provisions of this employment agreement shall not invalidate the entire agreement. An invalid provision shall be replaced by a provision which comes as close as possible to the provision chosen by the parties for the regulation of their cooperation. | |

|  |  |
| --- | --- |
|  | (Place), (date) |
|  |  |
|  | XXX (employer) |
|  |  |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |

MM (employee)

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