**Employment contract**

between

Name and address "Employee"

and

Name and address "Employer"

This employment contract is subject to Art. 319 et seq. Swiss Code of Obligations is applicable to this employment contract.

**1. Start of work**

Start of the employment relationship: Date

**2. Duration of work**

The employment relationship is concluded for an indefinite period.

*or*

Genuine fixed term: The employment relationship is limited to the date and ends without notice on this date.

**3. Place of work:**

The place of work is at the employer's place of business *or* location.

However, the employee undertakes to work at the employer's other premises on the employer's instructions.

**4. Function and title**

The employee works as: Function (e.g. Head of HR)

The employee has the title: Title (e.g. Director)

*Option:*

The detailed job description is set out in a separate job description. The description is attached to this contract as an appendix.

**5. Workload**

The workload is: 100%

With a full workload (100%), the weekly working time is 42 hours (8 hours 24 minutes per day).

**6. Salary:**

Annual salary (gross, 100%): CHF amount

The salary is paid in 12 monthly installments. *Note: Certain sectors/CLAs provide for mandatory 13th monthly salaries.*

**7. Overtime**

Overtime is included in the agreed salary and is not paid out or cannot be compensated.

*or*

Overtime is compensated after consultation with the employer. Overtime that cannot be compensated is compensated with a surcharge of 25% on the normal salary.

**8. Expenses**

The employee shall be reimbursed for justified expenses incurred during the term of the employment relationship in the performance of his contractual duties. However, the employer is only obliged to reimburse expenses if the employee submits the corresponding receipts (with VAT number), which contain details of the amount and purpose of the expenses and the employee complies with the employer's expense regulations, which the employer can issue, amend and supplement at any time.

**9. Probationary period**

The first 3 months of the employment relationship are considered a probationary period.

**10. Vacation**

Statutory social insurance contributions (AHV/IV/EO, NBU, ALV, BVG) are deducted from the gross salary, insofar as they are required by law.

**11. Period of notice:**

During the trial period: 7 days

In the 1st year of service: one month to the end of a month

From the 2nd year of service: two months to the end of a month

From the 10th year of service: three months to the end of a month

**12. Medical certificate**

If the employee is unable to work for more than two working days due to illness or accident, the employee is obliged to submit a medical certificate to the employer without being asked to do so. In cases of illness or accident, the employer has the right to request an assessment by a medical examiner at its own expense.

**13. Duty of loyalty and confidentiality:**

The employee is obliged to treat all business and operational information, in particular business and trade secrets (e.g. the structure of the company, customer names, cost calculations, pricing, etc.), which become known to him in the course of his activities for the employer or its affiliated companies, as strictly confidential. This obligation of confidentiality shall remain in force even after termination of this contract.

The employee may not take any actions aimed at enticing away customers of the employer or its Group company, concluding business with customers or competitors of the employer or its affiliated companies or supporting them in any way, whether on his own account or on behalf of a third party.

*Option:*

The employee undertakes not to compete with the employer for a number of months (max. 36 months) after termination of the employment relationship, neither as an employee nor as a self-employed person or partner or shareholder in a company in the same sector. The non-competition clause is locally limited to the following area: List of the region / List of certain cantons

For each violation, the employee shall pay a contractual penalty in the CHF amount of. The right to assert further claims for damages remains reserved. Payment of the contractual penalty/compensation does not release the employee from the obligation to comply with the non-competition clause.

**14. Secondary activities:**

The employee may not work for a third party or engage in any other gainful activity without the prior written consent of the employer.

**15. Copy**

Each party shall receive an original of this contract.

**16 Applicable law and place of jurisdiction**

The employment contract is subject to Swiss law (without consideration of private international law).

The place of jurisdiction for all disputes arising from or in connection with the employment contract, including those concerning the conclusion, legal validity, amendment or termination of the contract, shall be the ordinary courts at the domicile or registered office of the defendant party or at the employee's usual place of work.

Place, date

The employee:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name

Place, date

The employer:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name