**Chief Executive Contract**

THIS Executive Contract has been made

between

[*name*]

[*address*]

[*city and postal code*]

[*CVR number*]

 (the "Company")

and

[*name*]

[*address*]

[*city and postal code*]

 (the "Chief Executive Officer")

1. **Date of commencement and place of work**

The Chief Executive Officer will take up the position of [*job title, such as managing director, group executive officer, executive officer, chief executive officer, president*] as effective from [*date and year*].

The place of work is [*address*].

1. **Duties and authority**

The Chief Executive Officer will be responsible for the day-to-day management of the Company. The Chief Executive Officer will be accountable and report directly to [*supervisory board/board of directors or owner*].

The day-to-day management must be in compliance with existing legislation, the articles of association of the Company and in all respects in accordance with the guidelines laid down by the [*supervisory board/board of directors or owner*].

The day-to-day management comprises all usual business and organisational transactions in connection with all operations of the Company. The Chief Executive Officer appoints and dismisses Company staff and determines staff duties and authority.

The Chief Executive Officer will keep the [*supervisory board/board of directors or owner*] informed of all matters assumed to be of significant interest to the [*supervisory board/board of directors or owner*].

The Chief Executive Officer may attend board meetings and offer his or her opinion, unless otherwise decided by the board in specific cases.

The board of directors/supervisory board is obliged to inform the Chief Executive Officer of all significant matters.

The Chief Executive Officer will be registered with the Danish Commerce and Companies Agency.

1. **Remuneration and remuneration negotiations**

The annual remuneration is DKK [*amount*], to be paid monthly [*on the first or last day of each* month] and no later than on the last working day of the month.

The remuneration will be negotiated with [*the chairman of the board or the owner*] once a year in [*month*] effective from [*month*], for the first time [*month, year*].

1. **Bonus**

The Chief Executive Officer will receive a bonus on the terms specified in the *attached* agreement.

Bonus payments will be considered part of the regular and foreseeable remuneration and included in the calculation of the Chief Executive Officer’s pension. The bonus will be paid no later than one week after the financial statements have been prepared by the Company’s auditor and adopted by the [*supervisory board/board of directors or owner*] of the Company.

If the Chief Executive Officer resigns during the financial year of the vesting period, the Chief Executive Officer is entitled to receive a proportionate share of the bonus to which the Chief Executive Officer would have been entitled if he or she had been employed by the Company at the end of the financial year, or at the time when the bonus is paid out, irrespective of whether the Chief Executive Officer has resigned from or been dismissed by the Company.

**5. Pension**

The Company pays [*percentage rate*] % of all remuneration components, see clauses 3. and 4. The amount will be paid into [*pension fund*].

**6. Scope of work and other business activities**

The Chief Executive Officer is obliged to devote his or her full working capacity and all his or her professional knowledge in the service of the Company.

The Chief Executive Officer is entitled to continue present supervisory board/board of directors memberships and positions of trust [*names*], just as the Chief Executive Officer is entitled to undertake additional positions of trust and supervisory board/board of directors memberships, whether paid and unpaid, as long as such positions are not undertaken in enterprises that compete directly with the Company. Similar conditions apply to teaching and lecturing etc. Any fees will be paid to the Chief Executive Officer. The Chief Executive Officer will notify [*chairman of the board or owner*] of new supervisory board/board of directors memberships and positions of trust.

The Chief Executive Officer is entitled to be shareholder, stakeholder, or in any other way participate financially in another enterprise, provided that this does not entail activities in enterprises that compete directly with the Company. However, there is nothing to prevent the Chief Executive Officer from investing financial means in investment funds which then invest in competing enterprises, as long as the Chief Executive Officer does not have a controlling interest in the investment fund. The Chief Executive Officer may also invest in listed companies – including competitors - provided that the Chief Executive Officer does not have a controlling interest.

**7. Holidays and days off**

**Holiday**

The employment of the Chief Executive Officer is not covered by the Holiday Act.

The Chief Executive Officer is entitled to 6 weeks’ holiday per commenced calendar year during which the Chief Executive will receive his usual remuneration and pension. The Chief Executive Officer is entitled to fully paid remuneration during holidays from the date of commencement.

The Chief Executive Officer decides the time of his or her holiday in consideration of the operations of the Company and informs the [*chairman of the board or owner*] hereof.

The Chief Executive Officer is entitled to an annual holiday allowance of [*per cent*] % calculated on the basis of the total remuneration and bonus of the previous calendar year. The holiday allowance will be paid each year together with the May remuneration.

As agreed with the [*chairman of the board or owner*] it may be agreed to transfer one week’s holiday to the next holiday year.

Irrespective of the date of resignation, the Chief Executive Officer will receive payment for holidays earned but not taken together with the last remuneration, calculated on the basis of the remuneration and pension of the Chief Executive Officer at the time of resignation. If the Chief Executive Officer resigns, he or she will receive the holiday allowance for which he or she is eligible at that time together with his or her last remuneration.

The Chief Executive Officer is entitled to compensatory holiday in case of illness during his or her holiday.

The Chief Executive Officer cannot be ordered to take holiday during the period under notice, irrespective of the Chief Executive Officer having been released from the duty to work.

**Days off**

24 December, 31 December, Friday after Ascension Day, and Constitution Day on 5 June are days off with full pay.

**8. Competency development and continuing education**

The Chief Executive Officer is entitled to continuing education, in Denmark and abroad, paid for by the Company, with a view to keeping and further developing his or her professional and personal competencies. Scope and extent of such education is to be agreed with [*chairman of the board or owner*].

Competency development and continuing education will, to the greatest extent possible, consider both the Company’s competency needs as well as the Chief Executive Officer’s own wishes for development.

**9. Pregnancy, childbirth and adoption**

The Chief Executive Officer is entitled to leave in connection with pregnancy, childbirth and adoption under the provisions of the Danish Maternity,
Paternity and Parental Leave and Benefits Act.

[*female Chief Executive Officer*]

The Company will pay full remuneration to female Chief Executive Officers during the following periods:

* Pregnancy leave 4 weeks before expected birth
* Maternity leave for 26 weeks after birth

[*male Chief Executive Officer*]

The Company will pay full remuneration to male Chief Executive Officers during the following periods:

* Paternity leave for 2 weeks during the first 14 weeks after birth
* Child-care leave for 12 weeks with full remuneration. The 12 weeks may be taken at any time within the 46 weeks immediately after birth.

The Chief Executive Officer is entitled to full pension during periods without full remuneration.

 The above provisions also apply in full to adoption.

**10. Sickness and child's sickness**

The Chief Executive Officer is entitled to sick pay.

The Chief Executive Officer is entitled to paid time off in case of child's sickness.

**11. Newspapers and periodicals**

The Chief Executive Officer is entitled to paid subscription to [(*newspaper*(*s*)] and [*periodical(s)*].

**12. Telephone and working from home**

 The Company will place a mobile phone at the disposal of the Chief Executive Officer. In addition, the Chief Executive Officer is entitled to paid fixed-line telephone and internet connection.

A dedicated workspace at the Chief Executive Officer’s address will be established, including the hardware and software necessary to perform the work.

The above may be used for both professional and private reasons, and the Company will bear the costs of establishment and current expenses.

**13. Company car**

By further agreement, the Company will provide the Chief Executive Officer with a Company car at a maximum purchase price of DKK [*amount*]. The purchase price will be adjusted each year in accordance with the development of the Statistics Denmark net price index. The Company pays all expenses incurred in connection with the purchase and running of the car in Denmark and abroad.

Instead of a Company car, the Chief Executive Officer may choose to have his or her annual remuneration raised by DKK [*amount*].

**14. Travel and entertainment**

The Chief Executive Officer’sexpenses incurred for travel, nights away from home, entertainment etc. will be reimbursed by the Company against presentation of vouchers. However, the Chief Executive Officer is entitled to be paid an advance to cover these expenses.

 When transportation is by own car, mileage allowance will be granted in accordance with the highest rates, see central government regulations.

**15. Inventions**

 Inventions made by the Chief Executive Officer are covered by the Danish Employees’ Inventions Act vis-à-vis the Company.

**16. Termination of employment**

This Chief Executive Contract may be terminated by [*supervisory board/board of directors or owner*] by 12 months’ notice and by the Chief Executive Officer by 3 months’ notice to expire on the last day of any month.

If the Company terminates the employment, the Chief Executive Officer is entitled to be released from the duty to attend work no later than 14 days after termination and receive payment during the entire term of notice, even if the Chief Executive Officer may have found other employment, other remunerated income or receive pension.

In the event of an expansion of the management board, acquisition by or merger with another party of the Company, or change of ownership of the controlling share majority or if the Chief Executive Officer is to report to another chief executive officer, the Chief Executive Officer may consider himself or herself as having been dismissed.

If the Chief Executive Officer resigns his position, the parties will, as soon as possible, and no later than 14 days after the resignation, discuss any possibility and time of the Chief Executive Officer being released from the duty to attend work. If an agreement is reached, the Chief Executive Officer is entitled to receive payment during the entire term of notice, even if the Chief Executive Officer may have found other employment, other remunerated income or receive pension.

If the Company terminates the employment, or the Chief Executive Officer resigns from his position as a consequence of any breach of contract by the Company, the Chief Executive Officer will, in addition to remuneration during the term of notice, receive severance pay due to the termination. The severance pay will be 12 months’ remuneration, calculated at the time of notice. The severance pay will be paid to the Chief Executive Officer, alternatively the group of persons specified in clause 17., at the end of the employment.

If the Company dismisses the Chief Executive Officer in the event of acquisition or merger of the Company, or if there is a change of ownership of the controlling share majority of the Company, the Chief Executive Officer is entitled, in addition to the above severance pay, to supplementary severance pay corresponding to 6 months’ remuneration. This provision applies for 6 months after the date of the merger. The supplementary severance pay will be paid to the Chief Executive Officer, alternatively the group of persons specified in clause 17., at the end of the employment.

The supplementary severance pay is calculated in the same way as the severance pay in section 2a of the Consolidation Act on the Legal Relationship between Employers and Salaried Employees.

If the Company terminates the employment, the Company will pay the expenses for consultancy services to assist the Chief Executive Officer find other suitable employment.

During the period under notice, irrespective of release from the duty to attend work, the Chief Executive Officer is entitled to maintain his or her car specified in clause 13., the fixed-line telephone and mobile phone, internet connection, PC etc. specified in clause 12., and the subscriptions specified in clause 11., irrespective of the Chief Executive Officer having been released from the duty to work.

At the termination of the employment, the Company is obliged, together with the Chief Executive Officer, to explore the possibilities of issuing a joint press release with information to the employees of the Company, the community etc.

**17. Early retirement benefit**

If the Chief Executive Officer dies during his or her employment, the spouse, cohabitee or children under the age of 24, or, if the Chief Executive Officer does not leave any beneficiaries, his or her estate will be entitled to receive six months’ early retirement benefit under clauses 3. and 5. of this Chief Executive Contract.

**18. Insurance**

The Company pays the annual premium for full-time accident insurance for the Chief Executive Officer on usual insurance and premium terms. The insurance is for [*amount*] upon death and full disability, to be adjusted to the Statistics Denmarks index. In case of death, the insurance sum will accrue to the Chief Executive Officer’s spouse, cohabiting partner or children under the age of 24 or, if the Chief Executive Officer does not leave any beneficiaries, the estate of the Chief Executive Officer.

The Chief Executive Officer may choose to take out health insurance, and the Chief Executive Officer may ask the Company to pay the annual premium.

The Company pays the annual premium for insurance against critical illness for the Chief Executive Officer on usual insurance and premium terms. The insurance sum will amount to [*amount*] to be adjusted each year to the Statistics Denmark net price index.

When the Chief Executive Officer has taken up his or her position, the Company takes out executive liability insurance.

The Company is entitled to take out key-person insurance for the Chief Executive Officer on usual insurance and premium terms.

The Chief Executive Officer is the insured and the Company the insurer. In the event of the Chief Executive Officer’s death or incapacity due to disability or chronic disease, the Company is entitled to receive compensation for the inconveniences/losses in connection with the employment of a new Chief Executive Officer.

**19. Duty of confidentiality**

TheChief Executive Officer has a duty of confidentiality in respect of all matters that come to his or her knowledge in connection with the performance of his or her duties as Chief Executive Officer, except where the nature of such matters requires that they be communicated to third parties. This duty of confidentiality continues to apply after the Chief Executive Officer has left the Company.

When the Chief Executive Officer leaves the Company – for whichever cause – all material belonging to the Company is to be returned to the Company, including any copies of such material.

**20. Mediation**

 The parties undertake, as soon as possible, jointly and amicably, to settle any dispute or conflict that may arise during and after the employment.

If the parties themselves cannot resolve the case, an attempt will be made to settle the dispute amicably through a mediator appointed jointly by the parties.

If, within 10 days of the expressed request for mediation by one of the parties, the parties have not agreed on the appointment of a mediator, either party may request DJØF and the representative of the Company jointly to appoint a mediator who is independent of both the Chief Executive Officer and the Company.

If the dispute is not solved by mediation within 30 days after the appointment of a mediator, the Company, as well as the Chief Executive Officer, is entitled to bring the dispute before the ordinary courts, see clause 21.

All costs relating to agreed mediation will be paid by the Company.

**21. Disputes**

Any dispute arising out of this Chief Executive Contract, and which cannot be solved through mediation or negotiation, will be brought before the ordinary courts.

If, in case of a dispute, the Company and the Chief Executive Officer are in agreement, the dispute may be settled by arbitration under the following provisions: The dispute is to be settled under the rules of the Danish Institute of Arbitration. Each party appoints an arbitrator. The Institute appoints the chairman of the arbitration tribunal. If a party has not appointed an arbitrator within 30 days after having submitted or received information on arbitration, the arbitrator will be appointed by the Danish Institute of Arbitration in compliance with the above rules.

All costs in connection with the conduct of arbitration will be paid by the Company.

**22. Consolidation Act on the Legal Relationship between Employers and Salaried Employees and the Holiday Act**

The employment of the Chief Executive Officer is not covered by the Consolidation Act on the Legal Relationship between Employers and Salaried Employees and the Holiday Act.

 **Parties’ signatures**

 [*city*], on [*day, month, year*] [*city*], on [*day, month, year*]

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the Chief Executive Officer For and on behalf of the Company