

# EMPLOYMENT CONTRACT

Between the company

XXXXXXXXXXXXXXXXXXXX,

represented by the Managing Director {{manager\_firstname}}  
{{manager\_lastname}}},

{{manger\_address}}

– Employer –

and

{{employee\_firstname}} {{employee\_lastname}},

{{house\_number}}, {{street}} Str. {{city}},

born on {{dob}}

– Employee –

the following employment contract is concluded.

## **\*\*§ 1 Start and Duration of Employment\*\***

The employment relationship begins on 01.01.2024 and is limited until 31.12.2024.

## **\*\*§ 2 Probationary Period\*\***

(1) The first 6 months are considered a probationary period.

(2) If the probationary period is not exhausted during the existing employment

relationship, it will continue in the event of a contract extension.

(3) During this period, the employment relationship can be terminated by either party

with two weeks' notice in writing.

### **\*\*§ 3 Validity of the Employment Contract\*\***

The validity of the employment contract is dependent on

(1) the employee starting work on the agreed date,

(2) being in possession of a driver's license for carrying out transport tasks and a valid

passenger transport license for rental cars,

(3) and having the necessary work permit.

### **\*\*§ 4 Job Duties and Workplace\*\***

(1) The employee is hired as a chauffeur for passenger transport and other services.

(2) The workplace is Stuttgart and the surrounding area or, for journeys, the vehicle. Trips

to other regions may be instructed.

(3) The employee commits to diligently fulfilling the duties and obligations assigned by

law and contract, adhering to working hours punctually, and protecting the interests of

the company in every respect.

### **\*\*§ 5 Working Hours\*\***

(1) The annual working time is 2,080 hours excluding breaks in a full calendar year.

(2) The daily working hours are recorded by logging in and out of the system. Other

recordings may be instructed by supervisors.

(3) The schedule of working hours and breaks is based on the workload and is

announced through the duty roster. The working time must be performed from Monday

to Sunday in compliance with legal regulations (Working Hours Act, Maternity Protection

Act, Youth Employment Protection Act).

(4) The employer is entitled to order or permit overtime and additional work within the

legally permissible framework. In the event of overtime, the employer will consider

operational necessities and the legitimate interests of the employee.

(5) The employee must adhere to the legally prescribed break/rest periods during

working hours:

- No break for up to 6 hours of work,
- 30 minutes break for more than 6 hours of work up to the end of the sixth hour,
- 45 minutes break for more than 9 hours of work up to the end of the ninth hour,
- 11 hours rest between shifts,
- Breaks can also be divided into blocks of at least 15 minutes.

(6) An annual working time account is maintained.

(7) Within the framework of company regulations, the employee agrees to work in

rotating shifts (e.g., early, mid, late, night, and split shifts) and to comply with a different

distribution of working hours by the employer if required for operational reasons. The

employee has no right to be employed in a specific shift.

(8) In case of repeated unexcused absence from work, the employer may impose a

sanction of up to 50 EUR per case.

(9) 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 is

reported to the labor administration (currently §§ 95 ff. SGB III). A notice period of two

calendar weeks must be observed when introducing short-time work. The employee

agrees that working hours may be temporarily reduced and the salary correspondingly

reduced for the duration of the short-time work.

#### **\*\*§ 6 Compensation, Leave\*\***

(1) The employee receives a basic wage of 13.00 EUR gross/hour plus 1.00 EUR net/hour

night surcharge between 11 PM and 6 AM for at least 2 hours of night work.

(2) Additionally, the employee may receive variable compensation according to the

respective target agreement to this contract (Appendix 2) in its current version.

(3) A claim for compensation for overtime and additional work exists only if the overtime

or additional work hours were ordered before the extra work was performed.

(4) The compensation is paid cashless on the 15th of the following month.

#### **\*\*§ 7 Vacation\*\***

The employee is entitled to 20 working days of vacation (5-day week) per calendar year,

earned proportionally with each full calendar month of employment.

#### **\*\*§ 8 Termination and Retirement\*\***

(1) During the probationary period, the employment relationship can be terminated by

either party at any time with two weeks' notice without stating reasons.

(2) After the probationary period, the employment relationship can be terminated by

both parties in compliance with the statutory notice periods.

(3) The right to extraordinary termination for an important reason remains unaffected. An

extraordinary termination, in the event of its invalidity, shall be deemed an ordinary

termination at the next permissible date.

(4) The employment relationship ends at the latest, without the need for termination, at

the end of the month in which the employee reaches the standard retirement age of the

statutory pension insurance and is entitled to a statutory old-age pension immediately

thereafter.

(5) Termination must be in writing. Electronic form is excluded.

(6) If the employer issues a termination, the employee has the right to file a dismissal

protection lawsuit with the labor court within three weeks of receiving the termination

letter.

#### **\*\*§ 9 Immediate Termination\*\***

(1) A reason for immediate termination of the employment relationship exists, in

particular, if the employee:

- Acts intentionally or with gross negligence against the interests of the employer,

- Violates the instructions of the service and safety instructions in their current version,

- Drives a vehicle under the influence of alcohol and/or drugs, even if not officially

detected,

- Consumes alcoholic beverages or drugs during working hours or starts work under the

influence of alcohol and/or drugs; alcohol and/or drug influence is also present with

minor residual values,

- Refuses a company alcohol or drug test,
- Temporarily or permanently loses the driving license by official or judicial order, or if a driving ban is imposed,
- Uses a company vehicle for private purposes,
- Submits damage reports incorrectly, not immediately, or incompletely,
- Makes false statements about daily working hours or falsifies company working time records for themselves or others,
- Refuses driving assignments without good reason or cancels them without good reason after acceptance,
- Receives customer ratings below the average by more than 1%,
- Exceeds the company's average mileage per hour by more than 10%,
- Exceeds the company's average fuel consumption per kilometer by more than 10%.

(2) The legal provisions apply otherwise.

## **\*\*§ 10 Driving License\*\***

(1) The employee declares that they hold the necessary driving license for carrying out

transport tasks and a valid passenger transport license for rental cars and undertakes to

inform the employer immediately if:

- The existing driving license is wholly, partially, or temporarily

withdrawn,

- A temporary driving ban is imposed,
- Their driving license is confiscated.

(2) The employee declares that they will assume full and sole liability for all damages

arising from non-compliance with the above obligation.

### **\*\*§ 11 Confidentiality Obligation\*\***

The employee undertakes to maintain strict confidentiality about all matters of the

employer and the business and private affairs of its customers that come to their

knowledge in the course of their work.

### **\*\*§ 12 Secondary Employment\*\***

(1) Secondary employment is generally permissible. The employee must notify the

employer in writing of the intended activity, specifying the type, location, and duration

for information.

(2) Permission for secondary employment may be revoked for a legitimate interest of the

employer. Such legitimate interest exists, in particular, if the legally permissible daily

working time can be exceeded.

### **\*\*§ 13 Incapacity to Work\*\***

(1) The employee must notify the employer of any incapacity to work that falls on a



working day and its expected duration immediately, i.e., by 6:00 AM on the first day of

absence at the latest.

(2) In case of incapacity to work due to illness, the employee must visit a doctor on the

first day of illness and present a medical certificate to the employer by the third day of

illness at the latest, indicating the expected duration of incapacity to work. If the

incapacity to work lasts longer than stated in the certificate, the employee must inform

the employer immediately and submit a new medical certificate within three days. This

also applies after the end of the statutory continued payment period.

(3) If the incapacity to work is caused by a circumstance for which a third party is

responsible, the employee must assign their claims against the third party to the

employer according to the statutory provisions. The employee is obliged to provide the

employer with the information necessary to enforce the claims.

(4) Continued payment of remuneration in the event of illness of third parties is

excluded. § 616 BGB (temporary prevention to fulfill the work obligation) does not apply.

In particular, there is no continued payment of remuneration if the employee is released

to care for their sick child.

(5) Otherwise, the statutory provisions on continued payment of remuneration in case of

illness apply.

#### **\*\*§ 14 Validity of Service and Safety Instructions\*\***

The service and safety instructions in their current version are part of this employment

contract. They are posted and can be viewed on the company premises.

#### **\*\*§ 15 Limitation Periods\*\***

(1) All mutual claims arising from and/or in connection with the employment

relationship must be asserted in text form against the other contracting party within

three months of due date; otherwise, they are forfeited.

(2) Claims based on criminal acts or torts, or claims based on intentional or grossly

negligent

breaches of duty, as well as the employee's claims to the statutory minimum

wage/minimum remuneration, are not subject to the aforementioned exclusion period.

#### **\*\*§ 16 Liability\*\***

(1) The employee is liable for damages according to the principles of work involving

inherent risks.

(2) Further details are regulated by the service and safety instructions in their current

version.

#### **\*\*§ 17 Contract Validity in Case of Partial Invalidity\*\***

(1) Should individual provisions of this contract be or become invalid, this shall not

affect the validity of the remaining provisions.

(2) The contracting parties are obliged to agree on a provision that comes as close as

possible to the factual and economic objectives of the invalid provisions.

#### **\*\*§ 18 Written Form, Exclusion of Company Practice, Final Provisions\*\***

(1) Any changes or additions to the employment contract that are not made through an

individual agreement of the contracting parties must be in writing to be effective. This

also applies to changes to this written form requirement. In particular, changes to the

contract through company practice are excluded.

(2) There are no verbal side agreements.

#### **\*\*§ 19 Applicable Regulations\*\***

No collective agreements or company agreements apply to the employment

relationship.

Stuttgart, July 2, 2024

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Employer Employee

**\*\*Appendix 1: Data Protection Declaration\*\***

**\*\*Appendix 1: DATA PROTECTION DECLARATION\*\***

The employee consents to the collection, processing, use, and storage of their personal

data to the extent necessary for the execution or termination of the employment

relationship. This particularly applies to all data that the employee voluntarily provided

during the application process. If the employer no longer has a legitimate interest in

storing the data, the employee may request the deletion of the data at any time.

Stuttgart, July 2, 2024

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Employer Employee