

**\*\*EMPLOYMENT CONTRACT\*\***

Between the company

XXXXXXXXXXXXXXXXXX,

represented by the Managing Director XXXXXXXXXXXX,

Suttnerstraße 12, 70437 Stuttgart

– Employer –

and

XXX XXX,

XXX Str. X, XXX Stuttgart,

born on XX.XX.XXXX

– 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

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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

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Employee