**Standby agreement**

concluded on the day, month and year specified below according to the provisions § 95 of the law number 262/2006 Sb., of the Labor Code between the Contracting parties

Employer BENTELER ČR s.r.o., IČ 63145936, with its registered seat in Školní 713, 463 31 Chrastava represented by Robert Poláček

And

Employee Your Name

Employee number Your employee number

**1. The employment relationship**

The employment relationship of the employee was established based on a written employment contract signed on the day xx.xx.xxxx (your start date). The employment relationship is concluded for an indefinite period.

The type of work agreed in the employment contract is “Service Desk Agent”. A closer indication of the type of work of the employee is based on the related written documents of the employer.

The place of work agreed in the employment contract is Prague. A closer indication of the place of work is based on the related written documents of the employer.

The employee's working hours are evenly distributed over a five-day working week. The employee has a flexible working time schedule, the basic working time period is set from 09.00 to 14.00 o’clock. During basic working hours, the employee is obliged to be in the office. The start and end of working hours are determined by the weekly shift plan.

Flexible working time schedule doesn’t apply: a) during the business trip; b) when an urgent work task is required in a shift whose start and end are fix, or if operational reasons prevent it and at a time of significant personal impediments to work for which employees are entitled to salary compensation during temporary incapacity or quarantine or regulations on sickness insurance; c) in other cases designated by the employer

**2. Standby agreement**

With this agreement the employee undertakes to perform on-call duty:

1. According to the yearly prepared weekend “Standby plan”: starting Saturdays from 01:00 to 09:00 o’clock, continuing Saturdays from 17:00 to Sundays 22:00;
2. According to the actual needs to ensure the availability of continuous service provision

The employee and the employer agreed, that the employer has the right to specify the exact time and working hours of the on-call duty.

The contracting parties have agreed that on-call duty will consist mainly of the following activities and actions:

* the employee undertakes to be available for the entire period of on-call duty at the telephone number specified by the employer or at another telephone number agreed by the contracting parties in advance
* the employer requires, that the employee will always be available via a laptop to provide IT support on the BSD telephone line
* the employee undertakes to be ready for work during the on-call time and not to consume alcoholic beverages

**3. Remuneration for on-call duty**

The employer undertakes to pay a fee of 2,500 CZK for the weekend on-call duty. The remuneration is always payable together with the salary in the month following the month when the on-call duty was performed. The employer pays the employee remuneration by cashless transfer to the employee's account designated by the employee for the payment of salaries.

**4. Final arrangements**

The Contracting Parties agree that this Agreement has been concluded after mutual negotiation on the basis of their true and free will; understandably, not in distress and under noticeably unfavorable conditions; that they have read this Agreement before signing it and agree to its content.

The content of the employee's employment relationship is governed by the agreed employment contract, this agreement and the employer's internal regulations as well as the relevant provisions of the law nr. 262/2006 Sb., of the Labor Code.

This Agreement may be terminated by: (a) a written agreement of the Contracting Parties; (b) by changing the circumstances giving rise to the type of work specified in the contract of employment and its particular designation; where appropriate, by changing the circumstances of the staff member's personal situation (in particular by changing his or her place of residence, family status or health status); (c) terminating the employment relationship of an employee.

This Agreement is drawn up in duplicate, one of which shall be received by each of the Contracting Parties.

Date and Signatures