

EMPLOYMENT CONTRACT

[*], represented by [*] [*], (hereinafter called the “**Employer**”), on one side

and

[*], identity code [*] (hereinafter called the “**Employee**”), on the other side,

hereinafter separately and jointly referred to as **Party** and **Parties**, have entered into this employment contract in [*] on [*] upon the following conditions:

1 General terms

- 1.1 The Employee will be employed starting as of [*]
- 1.2 The probationary period shall be applied to the employment contract. The duration of the probationary period is [*].
- 1.3 The employment contract has been concluded without a specified term.
- 1.4 The Employee will be working full time.
- 1.5 The working day starts at [*] and ends at [*] including one lunch break of [*] minutes.
- 1.6 Overtime may be worked only under the agreement of the Parties or at the request of the Employer due to unforeseen circumstances. Overtime shall be compensated with time off at the same rate as overtime in accordance with § 44 of the Employment Contracts Act.

[*]

2 Position and salary

- 2.1 The details concerning the position and salary have been established in Appendix no. 1 to this employment contract, which is an integral part of the present employment contract.

3 Vacation

- 3.1 The duration of the base vacation (annual holiday) is [*] calendar days. If agreed between the Employee and the Employer, the annual leave of the current year may entirely or partly be transferred to the following calendar year.
- 3.2 The general rules on employees’ leave arrangements have been determined in the Employer’s internal vacation regulation.
- 3.3 If the conditions are met, the Employee has the right to receive leave in accordance with the provisions of Chapter 3, Section 4 of the Employment Contract Act, including study leave, child leave and care leave.

4 Responsibilities of the Parties

4.1 The Employee is obliged to:

- 4.1.1 confirm his / her consent to keep the Employer’s trade secrets;
- 4.1.2 not to disclose any information concerning [*]’s business activities or customers to any third parties as this is considered a trade secret. In case of any breach of this obligation a contractual

penalty in the amount of 10,000 EUR will be applied and compensation for the damages exceeding this penalty amount will be claimed;

- 4.1.3 unless previously agreed otherwise by the Parties in writing, during the validity of this employment contract not to work concurrently for any of the Employer's competitors. The Employer's competitors are all other entities that offer similar services;
- 4.1.4 continuously improve her professional knowledge and vocational skills;
- 4.1.5 submit the Employee's expense and time reports in time as required, as well as other internal reports required by the Employer;
- 4.1.6 at the termination of this employment contract, return to the Employer the keys of the office front door, as well as all of the assets given for the Employee's utilisation, including the personal computer and its equipment, the books and magazines, and the customer cards that are registered to the Employer's name during the final working day at the latest;
- 4.1.7 if required by the Employer, compensate the Employer for any material loss wrongfully caused to the Employer, with the maximum of 50% of the monthly salary, if it is not agreed otherwise in a separate contract on material accountability.

4.2 **The Employer is obliged to:**

- 4.2.1 provide the Employee with the agreed work assignments;
- 4.2.2 make salary payments for the work performed in the agreed amount and on the predetermined date;
- 4.2.3 enable the Employee the agreed vacation and disburse the vacation pay;
- 4.2.4 guarantee the necessary working conditions and equipment needed to perform the Employee's work duties;
- 4.2.5 introduce to the Employee the internal procedures for drafting and submission of internal reports and the required due dates;

5 Non-competition and non-solicitation

- 5.1 The Employee may not, while the employment contract remains in force, without prior written approval of the Employer, work for a competitor of the Employer, to comply with the competitors' commands or act in any other way as a competitor to the Employer.
- 5.2 A competitor of the Employer is any entrepreneur, who acts in the same or similar field of occupation.
- 5.3 The Employer has a right to demand information from the Employee about his / her economic or professional activity during the validity of the employment contract and after its termination in the extent which is important to control the abiding of non-competition agreement.
- 5.4 During the validity of the employment contract, the Employee has no right, without prior written approval of the Employer, to act in the competitive field of occupation as a sole proprietor; own shares or membership in a company which acts in the competitive field of occupation or participate in its management; or conclude for a charge or free of charge contracts of service or other civil contracts to work for a company which acts in the competitive field of occupation.
- 5.5 The Employee hereby confirms that he / she does not, during the validity of the employment contract, create, directly or indirectly, any competitive business relations with any client or potential client of the Employer.

- 5.6 The breach of the non-compete obligation is a fundamental breach of the employment contract and can be the ground for extraordinary cancellation of the employment contract by the Employer without adhering to the term of advance notice.
- 5.7 The Employee is responsible for any wrongfully caused damages to the Employer as prescribed by applicable law.
- 5.8 The non-competition clause remains in force after the termination of the Contract for [*] month(s) since the termination of the Contract, during which the Employer pays the Employee a monthly compensation of [%] % of the monthly gross amount salary.
- 5.9 In the event of breach of the non-competition clause, the Employer has the right to demand the Employee to pay the contractual penalty in the amount of [*] EUR per breach and compensation for damages in the extent that the damages are not compensated by the contractual penalty. The payment of the contractual penalty and the compensation for damages does not exempt the Employee from further fulfilment of his / her obligations.

6 Final terms

- 6.1 In matters not regulated by this employment contract the Parties shall rely on the applicable laws, as well as on the internal rules of the Employer, which can be amended unilaterally by the Employer and will typically be made accessible to the Employee via electronic means (e.g. publishing the relevant internal rules in the intranet or via some other relevant means). The Employee is obliged to familiarise itself with the Employer's internal rules and adhere to the latter.
- 6.2 Intellectual property: All proprietary rights to all of the results created by the Employee during the performance of this employment contract belong to the Employer and by signing this employment contract the Employee grants the Employer an irrevocable exclusive licence to use and exercise all the moral rights of the Employee to the results created during the validity of this employment contract without any substantial nor geographical limitations for the duration of the validity of each particular right and with the Employer's right to sub-licence and create derivative works. The Parties have agreed that the licence fee for the transfer of the proprietary rights and for the exclusive licence of the moral rights is included in the Employee's agreed fixed salary. In case of termination of this employment contract the Employee must hand over to the Employer all results and derivative results of the works created during the performance of this employment contract.
- 6.3 In questions relating to the termination of this employment contract and termination notifications the Parties will adhere to the Estonian Employment Contract Act.
- 6.4 Pursuant to Article 95(1) of the ECA, the Parties must submit the notice of termination in a form that can be reproduced in writing. Pursuant to Article 95(2) of the ECA, the Employer shall state the reasons for termination of the Contract and the Employer shall state the reasons for extraordinary termination of the Contract. The Employer shall not be required to state the reasons for an extraordinary termination of the Contract.
- 6.5 All amendments to this employment contract will be made by a Parties' agreement, except for in cases provided by law, and will be made in a written format as appendixes to the employment contract and signed by both Parties.
- 6.6 The present employment contract has been signed in two parallel languages (Estonian and English). In case of discrepancies the Estonian language versions of the employment contract and its annexes shall prevail.
- 6.7 The present employment contract has been signed digitally by the Parties.

Employer:

[*]

Address: [*]

Registry code: [*]

Employee:

[*]

Address: [*]

ID code: [*]

/Signed digitally/

/Signed digitally/

3. During probationary period the salary of the Employee is [*] EUR (gross) per calendar month.
After the probationary period the Salary of the Employee is [*] EUR (gross) per calendar month.

Employer:

[*]

Address: [*]

Registry code: [*]

Employee:

[*]

Address: [*]

ID code: [*]

/Signed digitally/

/Signed digitally/

APPENDIX No 2

TO THE EMPLOYMENT CONTRACT signed on [*]

1. Hereby the Employee acknowledges that his/her Personal Data are processed by the Employer according to this Appendix.
2. The Employer processes The Personal Data of the Employee to the following extent:
3. Employee hereby acknowledges that he/she has been notified of the following rights:
 - 3.1 Right to request access to his/her Personal Data;
 - 3.2 Right to receive copies of his/her Personal Data;
 - 3.3 Right to data portability;
 - 3.4 Right to receive information about purposes of the data processing, recipients, source (if the data are not collected from the Employee) and storage period;
 - 3.5 Right to rectification of inaccurate Personal Data;
 - 3.6 Right to lodge a complaint with a supervisory authority.
4. The data will be processed until the purposes of processing such Personal Data are fulfilled; or as required by the applicable legislation. The Employer is entitled to process the Personal Data of the Employee for a period of three months after the Employment relationship is terminated or as required by the applicable legislation. After this period expires, Personal Data of Employee will be anonymised or permanently deleted.

Employer:

[*]

Address: [*]

Registry code: [*]

Employee:

[*]

Address: [*]

ID code: [*]

/Signed digitally/

/Signed digitally/