

MODEL FOR A MANAGING DIRECTOR'S CONTRACT OF EMPLOYMENT

Parties to the Contract	_____ (hereinafter Company) _____ (hereinafter Managing Director))
Start of Employment and Duties and Responsibilities	<p>The Managing Director shall be responsible for the management and supervision of the Company's business operations and day-to-day administration in accordance with the Companies Act and the guidelines laid down by the Board of Directors of the Company.</p> <p>The Managing Director's employment in accordance with this Managing Director's contract of employment shall begin on _____, from which date this contract shall be applied.</p> <p><input type="checkbox"/> The contractual relationship is effective henceforth</p> <p><input type="checkbox"/> The contractual relationship is effective for the duration _____</p>
Outside Activities	The Managing Director may only hold other positions outside the Company with the consent of the Board of Directors or the Chairman of the Board of Directors.
Working Hours	Working hours are agreed as follows:
Salary	<p>The Managing Director's salary shall be EUR _____ per month and shall be paid by the _____ day of each month to a bank account specified by the Managing Director.</p> <p>The salary shall be adjusted annually in connection with the closing of the books.</p> <p>The salary shall be adjusted using, as a minimum, the overall increase percentage awarded to employees in executive positions.</p>
Fringe Benefits	<input type="checkbox"/> Car allowance <input type="checkbox"/> Company-paid telephone <input type="checkbox"/> Housing allowance <input type="checkbox"/> Other
Bonuses, tantieme, etc.	<p>The Managing Director shall be paid an annual bonus within one month of the date when the final accounts are approved by the General Meeting of Shareholders.</p> <p>The bonus/tantieme shall be calculated as follows: annex</p> <p>Upon termination of this Contract, the Company shall pay the bonus/tantieme to the Managing Director immediately after the final accounts have been adopted on a pro rata basis corresponding to the number of full months that he has worked for the Company during the fiscal year concerned.</p> <p>For other profit-based remuneration, the valid Company rules shall be applied.</p>
Options	Options have been agreed on between the Company and the Managing Director as follows: annex
Pension Benefits	<p>In addition to the compulsory pension set forth in the Finnish Act on Pensions for Workers, the Company shall subscribe a voluntary pension from the company _____.</p> <p>The Managing Director shall have the right to retire on reaching the age of _____ years.</p> <p>The additional terms of the voluntary pension shall be agreed separately in writing between the pension insurance company, the Company and the Managing Director. At the termination of the contract relationship specified in the Managing Director's contract of employment the Managing Director shall receive a so-called free policy.</p>
Insurance	The Company shall, at its own expense, provide life insurance policy of EUR _____ in accordance with the terms and conditions of such a policy. The Company shall also provide normal accident insurance and leisure time accident insurance, as well as travel insurance.
Other Insurance	<p>Third party insurance</p> <p>(Terms shall be agreed separately in an insurance policy between the pension insurance company and the Company).</p>

Vacation entitlement	<p>The Managing Director shall have the right to vacations according to the Finnish Act on Annual Leave. Apart from the annual leave, however, the Managing Director shall have the right to additional paid vacation of _____ weeks.</p> <p>For the first period of vacation, for the period _____, _____ weekdays of paid summer vacation will be provided and _____ weekdays of paid winter vacation.</p> <p>The Managing Director shall have the right to decide the dates of his annual leave and split it into shorter periods as he sees fit, providing that this will have no marked adverse effect on company operations.</p> <p>A vacation bonus amounting to fifty (50) per cent of the salary for the duration of the vacation shall be payable to the Managing Director in connection with the payment of his salary for the vacation period. The vacation bonus shall be paid even if the Managing Director is unable to have the vacation.</p>
Sick Pay	<p>If the Managing Director is absent from work because of illness, he shall be entitled to full salary for a period of _____ months/ determined according to Company policy.</p>
Travel	<p>The Managing Director's expenses for travel and accommodation shall be paid according to vouchers submitted. Daily allowances and fuel reimbursement per kilometre, in accordance with the tax-free maximum amounts established by the tax authorities, shall be paid for business trips.</p>
Entertainment	<p>Entertainment expenses incurred in the Company's interest are agreed as follows:</p>
Secrecy	<p>The Managing Director undertakes not to exploit, or disclose to any third parties, any business or trade secrets that are entrusted to him by the Company or its subsidiaries or that otherwise may come to his knowledge.</p> <p>The obligation to maintain secrecy shall apply for _____ months after the termination of this Contract.</p>
Restriction of Competition and Recruitment Freeze	<p>The Managing Director undertakes to refrain, for a period of _____ months following the termination of this Contract, from entering the employment of a competitor, from setting up a company to compete with this Company and from acquiring shares in a company that can, on the basis of the nature of its operations, field or working methods, be regarded as a competitor of this Company/ ...may not, without the written consent of the Board of Directors of the Company...</p> <p>The Managing Director undertakes to refrain from recruiting Company employees for a period of _____ months following the termination of his employment.</p> <p>The restriction of competition/recruitment freeze shall not be applied if the Company terminates the agreement. In the event that the Contract ceases to be valid the Managing Director is obliged to return to the Company all of the property received from the Company against receipts.</p>
Inventions/ Copyright	<p>Any inventions made by the Managing Director shall be subject to the provisions of the Finnish Act on Employees' Inventions. Any bonus payable for such inventions shall be determined on a case-by-case basis.</p> <p>Copyright to works that are protected by copyright and produced as a result of any inventions made by the Managing Director shall remain with him. The Company shall have the right of disposition to such works for the duration of this Contract. The transferral of the right of disposition of the copyright following the end of the contractual relationship shall be agreed separately.</p>
Termination	<p>Both parties (Company and Managing Director) shall have the right to terminate this Contract without any special grounds. Such termination is subject to _____ months' notice by the Company and _____ months' notice by the Managing Director.</p>
Severance Pay	<p>If this Contract is terminated by the Company, the Managing Director shall be paid _____ months' total salary / salary in money in addition to his normal salary for the period of notice. In the event of the death of the Managing Director, the severance pay shall be paid to his estate.</p>
Settling of Disputes	<p>Any disputes arising out of this Contract, its provisions or termination shall be settled by negotiations through lawyers/unions representing the parties. As a last recourse, disputes may be settled by a common court / arbitration proceedings with a single arbitrator. The employer shall pay the costs incurred by arbitration proceedings.</p>
Signatures	<p>Date _____ . _____ . _____</p> <p>_____</p> <p>_____</p>