

## TEMPLATE AGREEMENT MANAGING DIRECTOR (1/3)

**The employer and the employee below have entered into the following agreement.**

### **EMPLOYER**

(below the "Company")

**Name:**

**Corporate registration number:**

**Address:**

### **EMPLOYEE**

(below the "MD")

**Name:**

**Social security number:**

**Address:**

### **1. Form of employment and tasks, etc.**

[Name]. is permanently employed as .... (title/position).

The MD's employment commences on .... (date).

**Alternative:** The MD commences his/her employment depending on the notice period and/or the non competition undertaking under his/her current employment. The notice period and/ or the non competition undertaking ends on .... (date). The MD shall therefore commence his/ her employment as soon as possible, however no later than .... (date).

The operational management of the Company shall be carried out by the MD in accordance with the Companies' Act (Sw. aktiebolagslagen) and according to the instructions and guidelines given by the board of directors. The MD shall carry out his/her duties in accordance with the MD instructions adopted by the board of directors from time to time. The current MD instructions are attached as Appendix [ ].

The MD's place of work is .... (place and, when applicable, office/site).

### **2. Assignments outside the Company**

The MD shall devote all his/her working hours, care and skill to the management of his/her duties according to this agreement and at all times attend to, and protect, the Company's interests. The MD may neither hold any other employment, nor, directly or indirectly, carry out, plan or participate in any other business activities.

The MD may neither accept any assignment, nor carry out or engage in activities that could negatively affect his/her possibilities to fully and correctly perform his/her duties under this agreement or which can cause damage to the credibility of the Company or the MD. If the MD intends to engage in any other assignment or activity, the prior written approval of the board of directors must be obtained.

### **3. Salary**

The MD shall receive a gross monthly salary of SEK ....., The salary shall be paid monthly in arrears on the 25th.

In addition to the gross monthly salary, the MD is entitled to a bonus according to the agreement in Appendix [ ].

A salary review shall take place once a year during the month of ..... with the first review [ ]. Until a new agreement has been reached, the current salary benefits shall continue to apply.

### **4. Vacation**

The MD is entitled to .... paid vacation days per year. The MD is entitled to fully paid advance vacation. The vacation period shall be decided in consultation with the board of directors. Advance paid vacation shall not be set off against accrued vacation remuneration at termination of the employment. In all other respects, the Vacation Act (Sw. semesterlagen) shall apply.

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### 5. Company car

The MD is entitled to a company car in accordance with the Company's policy, see Appendix [ ].

**Alternative:** The MD is entitled to a company car with a maximum purchase price of SEK ....., including VAT, for use in his/her work and for private use. The car may also be used by other family members and for journeys abroad. The Company shall pay all costs for the car, including fuel, repairs, insurance, etc.

The MD is entitled to change his/her car every .... year.

**Alternative:** The MD is entitled to change car when the car has been driven .... kilometres.

### 6. Mobile phone, computer, etc.

The Company shall provide the MD with, and pay for, the equipment necessary for the performance of his/her duties, such as mobile phone, computer, morning paper, free telephone and broadband connection at his/her private residence, etc.

### 7. Reimbursement for expenses

For travel on official business and for representation, reimbursement is paid according to the applicable policy of the Company for travel and representation at that time, see Appendix [ ]. However, the amount may not be lower than the recommendations of the Tax Authority.

### 8. Pension and Insurance, etc.

The MD is entitled to pension and sickness benefits (Sw. pensions- och sjukförmåner) according to applicable occupational pension agreement, ITP1, between PTK and Svenskt Näringsliv, industrial injuries benefits (Sw. arbetsskadeförmåner) according to TFA and compensation in case of death (Sw. ersättning vid dödsfall) according to TGL. The Company shall register the MD for ITP1, TGL and TFA. Further, the MD is entitled to sick pay (Sw. sjuklön) and parental allowance (Sw. föräldralön) according to applicable collective bargaining agreement. Premium exemption insurance (Sw. premiefrielseförsäkring) shall be purchased for the MD by the Company.

**Alternative:** The MD is entitled to pension and sickness benefits (Sw. pensions- och sjukförmåner) according to applicable occupational pension agreement, ITP2, between PTK and Svenskt Näringsliv, industrial injuries benefits (Sw. arbetsskadeförmåner) according to TFA and compensation in case of death (Sw. ersättning vid dödsfall) according to TGL. The Company shall register the MD for ITP2, TFA and TGL. Furthermore, the MD is entitled to sick pay (Sw. sjuklön) and parental allowance (Sw. föräldralön) according to applicable collective bargaining agreement. Premium exemption insurance (Sw. premiefrielseförsäkring) shall be purchased for the MD by the Company.

**Alternative:** The MD is entitled to pension, sickness and survivors' benefits (Sw. pensions- sjuk- och efterlevandeförmåner) with an amount corresponding to what applies according to the applicable occupational pension agreement, ITP1, between PTK and Svenskt Näringsliv. The MD is also entitled to industrial injuries benefits (Sw. arbetsskadeförmåner) according to TFA and compensation in case of death (Sw. ersättning vid dödsfall) according to TGL. The Company shall register the MD for benefits corresponding to ITP1, TFA and TGL. Further, the MD is entitled to sick pay (Sw. sjuklön) and parental allowance (Sw. föräldralön) according to Appendix [ ].

**Alternative:** The MD is entitled to pension, sickness, industrial injuries and parental allowance benefits (Sw. pensions-, sjuk-, arbetsskade- och föräldralöneförmåner) and insurance in case of death (Sw. försäkring vid dödsfall) according to Appendix [ ].

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**Alternative:** The Company shall make pension provisions with an amount corresponding to ... % of the MD's fixed monthly gross salary. In all other aspects in respect of pension, sickness, industrial injury and parents' allowance benefits (Sw. pensions-, sjuk-, arbetsskade- och föräldralöneformåner), as well as for insurance in case of death (Sw. försäkring vid dödsfall), what is stated in Appendix [ ] shall apply.

### 9. Liability insurance

The Company undertakes to subscribe to, and pay for, liability insurance for the benefit of the MD, for any personal payment liability (Sw. personligt betalningsansvar), which the MD, due to his/her assignments, may incur.

### 10. Termination and severance payment

The employment may be terminated with a notice period of .... months by the Company and with a notice period of .... months by the MD. If the employment is terminated by the Company, the Company shall have the right to immediately relieve the MD of his/her position. The MD is not obliged to perform any other work during the notice period other than such work that follows from his/her employment as managing director.

During the notice period, the MD is entitled to all employment benefits according to this agreement. If the MD is relieved from work during the notice period, the MD shall be entitled to take another employment. Any compensation that the MD receives from such new employment shall not be deducted from the MD's salary and benefits from the Company.

In case of termination by the Company, the MD is entitled to severance payment corresponding to .... month's salary. Monthly salary means the fixed monthly gross salary applicable at the date of termination of the employment. The severance payment shall be paid as a lump sum no later than one month after the termination of the employment.

### 11. Termination of the agreement

The Company and the MD have the right to terminate this agreement with immediate effect (Sw. häva) if the other party commits a material breach of the agreement. If the Company terminates the agreement with immediate effect, the MD shall lose every right to salary during the notice period and to severance payment. If the MD terminates the agreement with immediate effect, the MD is entitled to salary during the notice period and to severance payment according to section 10.

### 12. Disputes

Any dispute arising out of this agreement shall be finally settled by ordinary Swedish courts.

### 13. Changes and amendments

Changes and amendments to this agreement must be approved in writing by both parties.

This agreement has been written with two (2) originals, of which the parties have taken one each.

Date:

Date:

Place:

Place:

(State the name of the Company)

(State the name of the MD)

(Signature and clarification of signature of the chairman of the board or the authorized representative of the board of directors)