

EMPLOYMENT CONTRACT



This Contract is between the Ghulam Mustafa S/O Ghulam Nabi, 6th district, Kabul, Afghanistan, and Asia Consultancy Group ("ACG"), Shash Darak Main Street, Lane #2, Kabul, Afghanistan

Employment Details:

Name:	Ghulam Mustafa
Father Name:	Ghulam Nabi
Position:	Aviation Assistant Engineer
Salary:	39,000 AFN
Location/ Duty Station:	Main Office
Department:	Aviation
Grade:	
Contract Date:	28/01/2019
Office ID NO:	00001177
ID/ Passport No:	30113

Terms and conditions.

3. Scope of Employment:

The Employee shall be employed as Aviation Assistant Engineer. The Employee may be transferred by the company to any other location within Afghanistan or might be assigned a different position within the organization at any time, permanently or temporarily.

4. Probation:

Confirmation of this contract is subject to the satisfactory completion of three months' probationary period. This probation may be extended by the company for three additional months. During the probationary period either the company or the employee may terminate this contract by giving a week notice, without providing any reason. One week before the probation period comes to an end, the company will notify the employee whether the probationary period is successfully completed or not.

5. Reporting:

The employee will directly report to Sr. Technical Manager or his designate.

6. Taxation:

As per the Afghanistan Income Tax Law, all salaries and allowances will be subject to employment wage tax and the company will deduct the tax at source as per the applicable rate. The employee will be provided with the proof of deduction and deposit with the Government Treasury.

7. Notice Period:

After the successful completion of the probationary period, either party reserves the right to terminate the contract at any time with one months' notice or salary equal to one month without providing any reason.

8. Termination:

In case of gross negligence, misconduct, inefficiency or breach of any expressed or implied terms and condition of this contract, the above period of notice will not apply and the company reserves the right to terminate this contract without any notice.

In case of negligence, misconduct or breach of duties, the company reserves the right to suspend this contract temporarily and conduct the enquiry for deciding suitable disciplinary action. If so, the employee will have no right to claim for work or salary, till the final decision is taken on the pending disciplinary proceedings.

The employer reserves the right to terminate the contract without notice and reserves its rights to take legal action if the employee:

- a) Fails to prove to the satisfaction of the employer and his/her ability to carry out the duties.
- b) Is found involved in bad behavior with other staff or in sexual harassment related issues.
- c) Is found involved in illegal tasks which are against of the rules and regulations of the company.
- d) Is unable to perform the daily tasks in a proper way (which is reported by his/her supervisor)
- e) Is not reporting to office on time.
- f) Is using any office asset for which he/she is not authorized.
- g) Is getting the third warning letter from HR or by his or her supervisor.
- h) Is using any office property or cash for personal use.
- i) Is not treating clients and colleagues in a professional way.
- j) Is found involved in any illegal or any other activities harming the interest of the company.
- k) Is found in involved in crimes or criminal activities.

9. Confidentiality:

The Employee must not, except as authorized or required by the employee's duties reveal to any person or company or any of them or make use for the employee's own benefits any of trade secrets, secrets or confidential operations, processes or dealing or any information concerning the organization, business, finance, transaction or affairs of any of the company Group including but not limited to (to client lists and client details). Which May come to the employee's knowledge during the term of this agreement and must keep complete secrecy all confidential information entrusted to the employee and must not use or attempt to sue any such information in any manner which may injure or cause loss, either directly or indirectly to any of the company, group or the business or may be likely to do so.

Employee agrees:

- a. to keep secret any Confidential Information and not to disclose or to allow the disclosure of same to any person other than an officer or authorised employee or representative of the Company who has a need to know this information in the course of his duties related to the Company and who has assumed confidentiality obligations.
- b. to take all appropriate reasonable precautions to protect the Confidential Information, including all measures described in the Company's Code of Business Conduct as well as any additional measures that the Company may direct from time to time; and
- c. That the obligations set forth in this section shall continue to be binding on employee after termination of this contract.

10. INTELLECTUAL PROPERTY RIGHTS

Any discovery or invention or secret process or improvement in procedure made or discovered by the Employee, while in the service of the Company, in connection with or in any way affecting or relating to the Business of the Company or capable of being used or adapted for use in or in connection with the Business will immediately be disclosed to the Company and will belong to and be the absolute property of the Company. The Employee acknowledges that all intellectual property rights created by the Employee during the term of the Employee's employment with the Company will immediately vest in and become the property of the Company and the Employee will do whatever is required to ensure ownership of such rights by the Company, including but not limited to signing any document to confirm such ownership.

The Employee acknowledges that all intellectual property rights of the Company is valuable and that

unauthorized use of such rights after the cessation of the Employee's employment under this Agreement will cause loss and damage to the Company and will refrain from any use of such rights after the termination

11. Working hours:

Normal working hours are Sunday to Thursday from 7.00 am to 4:00p.m. These times may be adjusted where project work in the field requires it. Adjusted times are worked during winter and Ramadan.

The Employee may be asked to work overtime. The company does not pay overtime. Compensatory time off may be awarded when excessive hours have been worked during occasional periods of high workload after line manager and CEO approval.

12. Leave:

- a. **Annual leave:** The employee is entitled to 24 days (pro rate) paid annual leave in addition to recognized public holidays. The company encourages staff to take all their leave entitlements. Unused annual leave days cannot be compensated in cash.
- b. **Sick leave:** The employee may take up to 20 paid sick leaves in one year. Sick leave is not a right and can only be taken when supported by a doctor's certificate. Sick leave does not accumulate. The company will record sick leave on the monthly timesheets.
- c. **Maternity / Paternity Leave** Female employees are entitled to three months paid leave, timing of the leave is discretionary. Employees who take maternity leave are entitled to return to work at their previous position, salary and benefits, including any salary increments due. Male employees are entitled to 3 days' paid leave following the birth of a son or daughter. The company does not pay compensation where leave entitlements are not taken.

- d. **Hajj Leave**

Employees performing Hajj will receive up to 30 days leave, paid at the basic salary rate.

- e. **Special Leave - Bereavement**

Employees are entitled to 4 days paid leave on the death of an immediate family member, meaning husband, wife, father, mother, brother, sister, son or daughter.

- f. **Public Holidays**

The company recognizes official (announced) public holidays in Afghanistan and will issue internal memos for any Public holidays approved by the company.

13. Travel outside the duty station

All staff may be required to travel for official duty purposes outside their normal station (Kabul or province).

14. Job Description:

The job description for the position is attached. The job description describes your responsibilities and forms part of this contract. The company may amend the job description according to its needs, and the employee may be asked for any other tasks not mentioned in the Job description by the supervisor, manager or any other senior staff during the employment.

15. Agreement:

The employee read and understood the above-mentioned terms and condition and agree to abide by all company policies and procedures in respect of carrying out any tasks under this contract of employment. The employee confirms that he has received the HR Handbook, read and fully understood it. The employee agrees with all policies mentioned in HR hand book. By making this contract effective from the date of signing by both parties, all previous employment contracts/ agreements signed between the parties will become null and void and this contract will supersede all the provisions of previous contracts.

In case of misinterpreting due to the translation of the English version to Dari, the English version supersedes the Dari translation.

Signature: _____

Date: _____

Employee

The employee's next of kin & Contact details: _____

0700 380 624 - Brother

Date: _____

Muneezzha Kakar

HR Manager- ACG



Date: _____

Eng. Hassan Nawab

CEO - ACG