

## **Future Employment Contract**

Concluded by and between

HAYAN PETROLUM COMPANY a company organised and registered under the laws of the Syrian Arab Republic and having its registered office at Damascus, Dummar -Terrases - Island 13- Block 2- Rafa'at Tahtawi Street (hereinafter referred to as **Employer**) on the one hand,

### **And**

- First Name:
- Sub Name
- Born:
- Mother's name:
- Father's name:
- Passport No.
- Nationality

As *employee* (hereinafter referred to as **Employee**) on the other hand – collectively referred to as *Parties* - under the following terms and conditions.

### **I. Terms of Employment**

### **II. Employee's tasks, authority and obligations**

### **III. Liability for damages**

### **IV. Remuneration and other benefits of the Employee**

1. The gross salary of the Employee is (to be agreed), for his working days and there will be no salary for off days: in case any new tax increase or decrease issued by Syrian government this will not affect the net daily rate, and HPC will pay the extra tax if any.
2. The Employee is subject to pay personal income tax in Syria and in his home country. Employer is responsible to deduct and deposit the personal tax obligation from the gross salary. Employer is also responsible to prepare the tax statement for the tax obligation of the Employee in the S.A.R. All other tax obligations outside the S.A.R. are the responsibility of the Employee.

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3. The Employee's monthly net salary, or the proportion thereof in case the employment month is not complete, shall be paid in Euros to the Employee, on or before the 5<sup>th</sup> working day of each month following the month of the effective date of the contract as per Article I/2.
4. The Employee shall not be entitled to take paid holidays, these are supposed to be covered by his ON days.
5. The Employee shall be entitled to 90 % of the gross salary during the first 7 ON days of a sick only.
6. In such cases the Employer may instruct the Employee to stay or return home country for the period of his inability to work, during which period his work in Syria shall be completed by another person assigned by the Employer.
7. The Employer shall provide for the costs of transportation, including air tickets for the journeys of Employee from his home to the place of work and vice versa.
8. The Employer shall provide for the arrangement and cost of, taxes, duties, fees, emergency medical care, residency visa, etc.
9. The Employer shall provide accommodation and catering, field transportation, tools and equipment, PPE and working cloths in accordance with Employer's policy.

### **V. Non-competition clause**

1. In the course of the employment the Employee shall not be engaged in any other employment or any other relations of employment work. The Employee shall inform the Employer of any such relations existing at the commencement of his employment and on request of the Employer he shall terminate them.
2. The Employee may not conduct on behalf of himself any such business dealings, which belong to the scope of activities of his Employer. The Employee may not be a shareholder or office-holder of any business entity with similar scope of activity to that of the Employer or of any business entity keeping regular business contact with the Employer. The Employee shall notify the Employer of any shareholders' membership, rights or position obtained in any other business entity within 8 days of its obtainment.

### **VI. Termination of Employment**

1. The employment may be terminated by mutual written agreement of the parties at any time.
2. Both the Employee and the Employer may terminate the employment by giving a written notice (ordinary notice) to the other Party. The notice period shall be 30 ON days during which the Employee must perform work with unaltered conditions. Only the Employee's abilities or behavior connected to the employment, or the Employer's operation may serve as causes for such termination by the Employer.
3. Both the Employer and the Employee may terminate the employment relationship by extraordinary notice in writing with immediate effect if the other Party breaches, willfully or through gross negligence, a material obligation arising out of this Employment Contract, or behaves in a manner, which makes it impossible to maintain the employment relationship. In case that the Employer terminates the employment

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relationship by extraordinary notice the Employee is not entitled to any compensation for dismissal.

4. Upon termination of the employment relationship, the Employee shall hand over – on the last day spent at work at the latest – his job, all the related information (matters in progress and closed, etc.), as well as all the things, papers, documents, data media in his possession or use but forming the property of the Employer to a person designated by the Employer.
5. In case of the termination of the employment the Employer shall account with the arrears of salary, and deliver any and all certificates and statements pertaining to the employment relationship to the Employee.

## VII. Final provisions

1. The Parties mutually agree not to make any statement injurious to the other's reputation after the employment has been terminated.
2. This Future Contract comprises the full and complete agreement of the Parties hereto and supersedes and cancels all prior communications, understandings and contracts between the Parties hereto, whether written or oral, expressed or implied.
3. Parties agree that the Future Contract shall be governed by the laws of S.A.R.

After having it read the Parties hereby have signed the Future Employment Contract as being in full compliance with their will and assume the obligation to treat its content as confidential.

Employee has not required a counterpart in his mother-language. Employee, through by way of his signing Future Contract, confirms to have received one copy thereof.

Future Contract has been executed in 2 original copies; one copy of each is for the Employer and Employee, respectively.

Damascus,                      , 2016

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Employee

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Employer

**Electrical Expert (1X1) job description**

Main tasks and outputs:

Required competencies (experience and knowledge):

Qualification:

Language Skills and other personal capabilities: