
EMPLOYMENT AGREEMENT

Between

[]

AND

[]

Date: []

This Employment Agreement ("**Agreement**") is made on [*insert date*] ("**Effective Date**") at [*insert place*],

BY AND BETWEEN

1. [**insert name**], a company incorporated under the laws of the United Arab Emirates, having registered office at [*insert registered office address*], having license number [] and including its successors, assignees, buyers, partners, directors, employees, sub-buyers, contractors, licensees, agents, servants or affiliates (hereinafter referred to as "**Company**" or "**Party A**") of the **FIRST PART**;

AND

2. [**insert name**], a resident of [], having permanent address at [*insert permanent address*], having passport number [] and Emirates ID number [] and including his successors, assignees, buyers, partners, employees, contractors, licensees, agents, servants or affiliates (hereinafter referred to as "**Employee**" or "**Party B**") of the **SECOND PART**;

The Party A and the Party B shall be individually referred to as the "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, Party A is a Company in the business of [].

WHEREAS, Party B is an individual.

WHEREAS, the Company desires to engage the Employee to provide services to the Company.

WHEREAS, the Employee possesses the necessary skills, experience, and qualifications to provide the services required by the Company.

AND WHEREAS, the Company and the Employee wish to establish the terms and conditions under which the Employee will be remunerated for his services.

NOW THEREFORE, IN CONSIDERATION OF THE PAYMENT, MUTUAL COVENANTS, AGREEMENTS AND TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES, INTENDING TO BE LEGALLY BOUND, AGREE AS FOLLOWS:

DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

- a. **“Agreement”** shall mean this Agreement;
- b. **“Applicable Laws”** shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the Effective Date or thereafter;
- c. **“Confidential Information”** means all proprietary information and materials (whether or not patentable), disclosed by the Company to the Employee or vice versa, irrespective of the manner in which the disclosing party disclosed such information, in furtherance of this Agreement, including, but not limited to, intellectual properties, substances, formulations know-how, techniques, methodology, software, equipment, data, reports, correspondence, know-how, manufacturing documentation and sources of supply as well as the existence of this Agreement;
- d. **“Dispute”** shall have the meaning given under clause 17;
- e. **“Effective Date”** shall mean the date of execution of this Agreement;
- f. **“Governmental Authority”** shall mean the Government of the UAE and that of present in the jurisdiction of the Employee and Company thereof, any semi-governmental or judicial or quasi-judicial person or any person (whether autonomous or not) who is charged with the administration of a law, and shall include any court, tribunal, arbitrator, authority, agency, commission or official or any territory UAE and that of present in the jurisdiction of the Employee and Company thereof;
- g. **“Term”** means the period commencing from the Effective Date until the Agreement is terminated by either Party;
- h. **“UAE”** means and refers to the United Arab Emirates.

RULES OF INTERPRETATION

Unless the context of this Agreement otherwise requires:

- a. All recitals stated herein shall form an integral part of this Agreement;
- b. All capitalized terms used in any clause or Schedule hereto and not defined in Clause 1 above shall have the meaning ascribed to them in such relevant Clause or Schedule, unless the context otherwise requires;
- c. Any reference herein to any Clause is to such Clause to this Agreement, unless the context otherwise requires;
- d. Any reference to this Agreement shall include all amendments, changes and/or modifications made to this Agreement in accordance with the provisions hereof;
- e. The terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement or specified sections of this Agreement, as the case may be;
- f. References to a Party shall, where the context permits, include such Party’s respective successors, legal representatives and assigns / permitted assigns;
- g. The words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

- h. The word “person” includes an individual, corporation, company, trust, partnership, limited partnership, unincorporated body, joint venture, consortium or other entity (incorporated or not) and shall include their respective successors and in case of an individual shall include his/her legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being. The headings are inserted for convenience only and shall not affect the construction of this Agreement;
- i. A reference to a third-party is a reference to a person who is not a Party to this Agreement;
- j. Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment, whether before or after the Effective Date, for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions;
- k. Where any part of the Agreement refers to the ‘consent’, it shall be deemed to mean the ‘prior written consent’ unless expressly stated otherwise. Without prejudice to its right to exercise sole discretion, the Party whose consent is sought agrees not to unreasonably withhold its consent in respect of a matter for which its consent is sought. Provided however, the Party giving consent shall not be required to demonstrate reasonableness to the other Party seeking consent;
- l. A reference to conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing;
- m. Singular includes the plural and vice-versa; Gender includes all genders.

1. **APPOINTMENT AND DUTIES**

- 1.1 The Company hereby engages the Employee, and the Employee hereby agrees to provide services as [*insert title of position*] for the Company.
- 1.2 The Employee agrees to devote sufficient time and attention to the business and affairs of the Company and to perform the duties and responsibilities associated with the position as outlined in the job description attached as **SCHEDULE A**.

2. **TERM**

- 2.1 This Agreement shall commence on the Effective Date and continue for a period of [] years (“**Term**”), unless terminated earlier in accordance with the provisions herein.
- 2.2 Probation: The initial probationary period shall be [] months.

During probation:

- (a) The Company may terminate the Agreement with at least fourteen (14) calendar days’ written notice.
- (b) The Employee may resign with thirty (30) calendar days’ written notice.
- (c) If either Party fails to honor the required probation notice, the defaulting Party will pay compensation equal to the Employee’s wages for the applicable notice period (or remaining part).

3. REMUNERATION AND BENEFITS

- 3.1 The Employee shall receive an annual remuneration of [*insert amount*] payable in equal monthly instalments in arrears on the [last day of each month] for the duration of his engagement with the Company.
- 3.2 [In addition to the annual fee, the Employee shall be entitled to the benefits as detailed in **SCHEDULE B**, attached hereto.]

4. PLACE OF WORK, HOURS AND WORK MODEL

- 4.1 [Office/Location]. The Employee may be required to travel within/outside the UAE for business.
- 4.2 Normal working hours are [] hours per day, [] days per week, with [meal/rest breaks]. The Employer will allocate at least one paid rest day per week.
- 4.3 The Employee shall be working on a [full-time / part-time / temporary / flexible / remote / hybrid] work model. Any remote working is subject to the Employer’s remote-work policy and security requirements.

5. EXCLUSIVITY

The Employee shall diligently engage himself exclusively to the work assigned by the Company and shall not take up any independent or individual assignment. The Employee agrees that he shall diligently and to the best of his ability render professional services to the Company.

6. ROLES, DUTIES, AND OBLIGATIONS

- 6.1 Rights and Obligations of the Company:
 - i. The Company shall provide the Employee with the necessary resources, support, and access to information required to perform his/her duties effectively.
 - ii. The Company shall pay the Employee the agreed-upon remuneration, end of service benefits, gratuity, as provided under Applicable Laws.
- 6.2 Rights and Obligations of the Employee:
 - i. The Employee shall perform his duties diligently, efficiently, and to the best of his abilities, in accordance with the policies and directions of the Company.

- ii. The Employee shall comply with all Applicable Laws and regulations in the performance of his duties.
- iii. The Employee shall comply with all current and future Company policies.
- iii. The Employee shall strictly adhere to the confidentiality provisions outlined in this Agreement under Clause 8.

7. LEAVE AND PUBLIC HOLIDAYS

- 7.1 The Employee is entitled to thirty (30) calendar days of paid annual leave per year post the first year of service.
- 7.2 Post six (6) months of service and before completing one year, entitlement accrues at two (2) days per month. Leaves shall be accrued pro-rated to the joining date.
- 7.3 The Employee is entitled to paid public holidays announced for the private sector.
- 7.4 The Employee may take sick leaves up to ninety (90) calendar days per year subject to medical certification and statutory pay structure. Sick leave is not payable during probation, except as provided by law.
- 7.5 Statutory leave entitlements will apply as provided by law and Company policy.
- 7.6 Leave is subject to prior approval by the Company considering business needs. Unused leave on termination will be paid out per law; negative balances may be deducted as permitted.

8. CONFIDENTIALITY

- 8.1 The Employee shall:
 - (a) treat all Confidential Information as confidential and with no less care than the it uses to protect the its own confidential and commercially sensitive information;
 - (b) use Confidential Information solely for the proper performance of the Employee's duties for the Company; and
 - (c) ensure that any permitted recipients under Clause 8.2 are bound by written confidentiality obligations no less protective than this Clause 8.
- 8.2 Clause 8.1 does not apply where, and only to the extent, disclosure is:
 - (a) to the Employee's professional advisers or insurers for legitimate advice or coverage purposes, or otherwise strictly necessary for the performance of the Employee's duties for the Company;
 - (b) required by law, regulation, court order, or a competent governmental or regulatory authority, provided that, to the extent legally permitted, the Employee gives the Company

- prompt written notice of the required disclosure and reasonably cooperates with the Company to seek confidential treatment, a protective order, or to limit the scope of disclosure;
- (c) of information that is or becomes publicly available other than through a breach of this Agreement;
 - (d) of information lawfully in the Employee's possession on a non-confidential basis prior to disclosure by the Company;
 - (e) of information independently developed by the Employee without use of or reference to the Company's Confidential Information; or
 - (f) of information lawfully received from a third party not under a duty of confidence to the Company regarding that information. Nothing in this Clause restricts any disclosure protected by applicable whistleblowing laws.

8.3 Where disclosure is permitted under Clause 8.2(a), the Employee shall disclose only what is strictly necessary on a need-to-know basis and shall ensure each recipient is bound by written confidentiality obligations no less protective than this Clause 8. The Employee remains responsible for any breach of this Clause 8 by such recipients.

8.4 Upon the Company's written request and, in any event, upon termination of employment, the Employee shall promptly return or (at the Company's option) securely destroy all Confidential Information (including copies and materials containing it) in the Employee's possession or control. The Employee may retain one archival copy and any copies retained via automated back-ups to the extent required by law or bona fide internal compliance policies, provided the retained information remains subject to this Clause 8.

8.5 The Employee acknowledges that unauthorised disclosure or use of Confidential Information may cause irreparable harm for which damages may be an inadequate remedy. The Company is entitled to seek injunctive and other equitable relief without the need to prove special damage.

8.6 The obligations in this Clause 8 survive termination of employment for five (5) years, and, in respect of trade secrets, for so long as such information remains a trade secret under Applicable Laws.

9. **NON-SOLICITATION**

9.1 At all points of time during the term of this Agreement and for a period of three (3) years after the termination thereof, the Employee shall not, directly or indirectly, or through any other party, solicit any employees, retainers, affiliates, business, clients or other benefits of the Company.

9.2 After the cessation of the Employee's engagement with the Company, the Employee will not copy or use any of the Company's logo, colour scheme, art work and like in any manner so as to show any previous connection with the Company. The Employee shall not at any

time use or describe the names of the Company's clients, vendors or names of employees nor in any manner attempt to misuse the reputation and goodwill of the Company for the Employee's personal benefit in any other firm or employer or for any other person. All such information mentioned in this clause may not be used in any curriculum vitae, resume, bio-data or any other professional description by the Employee at any time (whether or not after the term of this Agreement).

- 9.3 The payments made to the Employee by the Company during the period of association with the Company, are mutually agreed to constitute adequate consideration for the obligations under this clause.

10. **TERMINATION**

10.1 Termination Without Cause

The Company may terminate the Employee's employment at any time by giving thirty (30) days' written notice or pay in lieu of notice (in whole or in part). If a probationary period applies, the notice period during probation shall be fourteen (14) days.

10.2 Termination by the Employee

The Employee may resign by giving thirty (30) days' written notice. The Employee will cooperate in a reasonable handover during the notice period.

10.3 Termination for Cause

The Company may terminate the Employee's employment with immediate effect for cause, including (without limitation):

- (a) serious misconduct, gross negligence, or willful disobedience;
- (b) material breach of this Agreement or of a lawful Company policy, which (if remediable) is not remedied within thirty (30) days after written notice;
- (c) fraud, dishonesty, theft, bribery or corruption, harassment, or other conduct bringing the Company into disrepute;
- (d) unauthorised disclosure or misuse of Confidential Information or intellectual property;
- (e) loss or suspension of any license, authorisation, or right legally required to perform the role;
- (f) conviction of, or plea to, a criminal offence that materially impairs the Employee's ability to perform the role; or
- (g) persistent refusal or failure to perform duties or follow lawful and reasonable instructions.

10.4 Return of property and information.

On or before the termination date (or earlier on request), the Employee shall return all Company property, records, devices, keys/access cards, and Confidential Information, and permanently delete Company data from personal devices (subject to lawful preservation). Clause 8 (Confidentiality) continues to apply.

11. POLICIES AND GUIDELINES

The Employee will be governed by the policies and guidelines of the Company that may be implemented from time to time and the Employee will abide by the policies therein. Further, the Employee will be responsible for any damage to any property of the Company including but not limited to electronic devices in the form of laptop, mobile phone, printer, etc. that, other than ordinary wear and tear, such property undergoes.

12. FUNDAMENTAL REPRESENTATIONS AND WARRANTIES

The Employee represents and warrants that he is entitled to enter into this Agreement legally and that he has no commitments to any former employees or companies or any organization that he was a member of that would restrict him from joining the Company and that he is not in breach of any terms of engagement with any previous employer and that neither he nor any relative of his would as a result of him joining the Company be under any situation that would entail a conflict of interest for the Company.

13. INTELLECTUAL PROPERTY RIGHTS

The Employee accepts and confirms that all rights and title including intellectual property rights in respect of any work product created by him for the Company shall vest solely and exclusively with the Company.

14. NOTICES

- 14.1 Any notice required or permitted to be provided by a Party under this Agreement will be made to the notice address of the receiving Party set forth below or to an alternate notice address later designated by the receiving Party in accordance with this sub-clause.
- 14.2 Notices will be effective upon actual receipt by the receiving Party.
- 14.3 An emailed notice will be effective against a receiving Party only if the receiving Party acknowledges the receipt of the emailed notice in a return notice to the notifying Party. A receiving Party agrees to acknowledge the receipt of an email notice in good faith promptly following receipt. A Party may change its address for notice by giving notice to the other party pursuant to this sub-clause.

Address for notice to Party A:
Attn: *[insert name]*

Email: *[insert email]*

Address for notices to Party B:

Attn: *[insert name]*

Email: *[insert email]*

15. ASSIGNMENT

- 15.1 This Agreement, its rights and obligations, is neither assignable nor transferable by Party B, in whole or in part. This Agreement, its rights and obligations, is solely assignable and transferable by Party A.
- 15.2 Notwithstanding the foregoing, either Party A may transfer and assign this Agreement to any of its affiliates, without the Party. B's prior written consent provided:
- i. that any such assignment will not result in the assigning Party being released or discharged from any liability under this Agreement;
 - ii. the assignee will expressly assume all obligations of the assigning Party under this Agreement; and
 - iii. the assigning Party will provide the other Party with written notice of such assignment prior to the date of such assignment.

16. GOVERNING LAW

This Agreement and all claims or causes of action arising out of or related to this Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the UAE.

17. DISPUTE RESOLUTION

- 17.1 If a Party believes that the other Party has breached this Agreement or if there is a dispute between the Parties over the interpretation of this Agreement (a “**Dispute**”), the Parties will endeavor to resolve the Dispute through good faith negotiation for a period of thirty (30) days after a Party notifies the other Party of the Dispute and before either Party requests mediation or files litigation to resolve the Dispute.
- 17.2 If the Parties have been unable to resolve a Dispute through good faith negotiation as provided in the prior subclause, a Party may request that both the Parties attempt to resolve the Dispute through mediation by notifying the other Party. The Parties will attempt to select a mutually acceptable mediator within ten (10) days of the notice requesting mediation. The mediation will be held at the mutually agreed place of jurisdiction, which must be the registered place of business of the Company, within thirty (30) days of the notice requesting mediation before a mediator and in compliance with mediation guidelines. Each Party will bear its own costs in preparing for and participating in the mediation and one-half of the fees and expenses charged by the mediator for conducting

the mediation.

17.3 If the Parties have been unable to resolve a Dispute through mediation as provided in the prior subclause, a Party may file litigation against the other Party in a court of competent jurisdiction in Dubai, United Arab Emirates. With respect to litigation involving only the Parties or their Affiliates, the Parties irrevocably consent to the exclusive personal jurisdiction and venue of the UAE courts of competent jurisdiction and their respective higher courts of appeal for the limited purpose of resolving a Dispute.

17.4 Except as expressly limited in the preceding subclause and the other provisions in this Agreement, Party A may immediately exercise any rights and remedies available to it under the Applicable Laws upon a breach of this Agreement by the Party B.

18. ENTIRE AGREEMENT

18.1 This Agreement, including its appended exhibits and annexures (if any) entered into by the Parties, constitutes the entire agreement between the Parties.

18.2 This Agreement supersedes all prior and simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings, whether written or oral, with respect to this subject matter.

18.3 No handwritten or other addition, deletion or other modification to the printed portions of this Agreement will be binding upon either Party to this Agreement.

19. INDEMNIFICATION

Party B and its successors, assignees, partners, directors, employees, licensees, agents, contractors, servants or affiliates agree to indemnify and hold harmless Party A from any claims, liabilities, and expenses arising out of or related to this Agreement, including, but not limited to, any legal fees and costs incurred by the Party A.

20. LIMITATIONS ON LIABILITY

20.1 A Party shall be fully liable for direct damage in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising out of or in connection with the performance or contemplated performance of this Agreement caused by wilful misconduct or gross negligence of such Party, its legal representatives or vicarious agents.

20.2 Notwithstanding anything else in this Agreement, the Parties including their successors, assignees, partners, directors, employees, contractors, licensees, agents, servants or affiliates shall not be held liable by the other Party for any consequential and/or indirect damages.

21. FORCE MAJEURE

- 21.1 A Party will not be considered in breach of this Agreement or liable to the other Party for any interruption or delay in performance under this Agreement to the extent caused by an event outside of the ability and capacity of the performing Party to foresee and avoid with the exercise of commercially reasonable efforts (such an event is referred to at times as an event of “Force Majeure” and shall mean acts of god including fire, flood, civil commotion, earthquake, invasion, revolution, insurrection, war, pandemic, strikes or government action, or change in Applicable Laws, regulations or policies applicable to any Party which is prevented from performing its obligations under this Agreement).
- 21.2 A Party whose performance is interrupted or delayed by an event of Force Majeure will be excused from the interruption or delay in performance during the event of Force Majeure and for a commercially reasonable period of time after the event of Force Majeure that the Party needs to recover from the event of Force Majeure and restore performance.
- 21.3 Notwithstanding the foregoing, a Party will only be excused for an interruption or delay in performance under this subclause for an event of Force Majeure only if the Party:
- i. promptly notifies the other Party of the event of Force Majeure and provides information reasonably requested by the other Party regarding the event of Force Majeure, the efforts undertaken by the Party to foresee and avoid interruption or delay in its performance before the occurrence of the event, to mitigate interruption or delay in performance during the event, and to recover from and restore performance following the event; and
 - ii. The Party exercises commercially reasonable efforts to mitigate, recover from and restore performance following the event of Force Majeure.
 - iii. This subclause will not excuse nor extend a deadline by which a Party must pay an amount owed under this Agreement or the Applicable Laws or by which a Party must exercise any right or remedy under this Agreement or the Applicable Laws

22. **AMENDMENTS**

- 22.1 A Party may not amend nor supplement the terms and conditions in this Agreement through the inclusion of additional or different terms and conditions in any quotation, purchase order, invoice, bill of lading, letter, email or other document or communication.
- 22.2 No amendment of this Agreement or handwritten or other addition, deletion or other modification to the printed portions of this Agreement will be valid or effective unless made in writing and signed and exchanged by the duly authorized officers of the Parties.

22.3 A Party may approve or reject a request for an amendment in its sole and absolute discretion.

23. WAIVER OF PERFORMANCE

23.1 The failure of either Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights shall not operate as a continuing waiver of such right.

23.2 No right or obligation under this Agreement will be considered to have been waived by a Party unless such waiver is in writing and is signed by an officer of the waiving Party and delivered to the other Party.

23.3 No consent to or waiver of a breach by either Party will constitute a consent to, waiver of, or excuse for any other, different, or subsequent breach by such Party.

24. GOOD FAITH AND COOPERATION

Except where this Agreement states that a Party may expressly exercise a right or render a decision in its “sole and absolute discretion”, a Party will exercise its rights under this Agreement in its good faith business judgment. A Party will perform its obligations under this Agreement in a commercially reasonable manner consistent with industry practices and in compliance with the Applicable Laws. A Party will promptly take such actions, provide such information and sign such documents as the other Party may reasonably request to obtain the benefits and exercise the rights granted, and to perform the obligations imposed, under this Agreement.

25. SEVERABILITY

If any term of provision of this Agreement, or the application thereof shall be found invalid, void or unenforceable by any government or governmental organization having jurisdiction over the subject matter, the remaining provisions, and any application thereof, shall nevertheless continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

[SIGNATURE PAGE TO FOLLOW]

FOR & ON BEHALF OF THE [insert COMPANY name]

.....

Name: []

Designation: []

Email: []

Attention: []

Date: []

FOR & ON BEHALF OF THE [insert EMPLOYEE name]

.....

By: []

Designation: []

Email: []

Attention: []

Date: []

**SCHEDULE – A
JOB DESCRIPTION**

[]

SCHEDULE – B
BENEFITS PROVIDED BY THE COMPANY

[]