



An Annex of Updating an Unlimited Term Employment Contract

Preamble

- In the interpretation of the provisions hereof and the above mentioned Employment Contract, the following terms and phrases, wherever mentioned, shall have the meaning set out for each of them:

State/UAE: United Arab Emirates

MOL: Ministry of Labour

Law: Federal Law No. 8 of 1980 on regulation of labour relations, as amended.

Applicable Laws: in addition to the previously mentioned Law, the set of regulatory decisions circulations issued under the law and being implemented by MOL deemed as the code of legislation and governing rules regulating the UAE labour market.

State of Recruitment: the state from which the Worker came, whether it is the state of their nationality or any other state.

Job Offer (this Offer): the Job Offer given to the Worker in the State of Recruitment or within UAE, signed by the Worker (or thumb imprinted if Worker is fourth/fifth level skilled) and upon which the Employment Contract

is signed. The Job Offer Annex is an integral and complementary part of the Job Offer.

The Contract (this Contract/ Employment Contract): the above-mentioned Contract executed under the Job Offer given to and signed by Worker.

The First Party: the Employer

The Second Party: the Worker (male or female)

Parties/ Both Parties: the Employer and Worker

Wage (Total Wage): the total of whatever given to the Second Party (Worker) in return for his service by virtue of an Employment Contract, whether in cash or in kind including bonuses, cost-of-living allowance among any other allowances and bonuses.

Basic Salary: The wage stipulated in the Employment Contract during the term of effect thereof between the Parties, exclusive of any allowances whatsoever.



Status Amendment: converting the State entry permit into work visa/permit.

Occupational Injury: The Second Party's occurrence of an occupational disease set forth in the schedule enclosed with the law, or any other injury arising out of his work and occurring during the work and by reason of practicing the job. Each and any accident occurring to the Second Party during the period for going to and returning from his work shall be deemed as an occupational injury provided that such route is made without any stopping, lingering or diversion from the ordinary one.

Article (116) of the Labour Law: Should the Contract be terminated by the Worker for causes not set forth in Article 121, the Worker shall be bound to compensate the Employer for the loss incurred thereto by reason of the termination of the Contract , provided that the amount of compensation does not exceed the wage of half a month for the period of three months , or for the remaining period of the Contract , whichever is shorter , unless otherwise stipulated in the Contract .

Article (119) of the Labour Law: Should the Employer or Worker fail to notify the other Party of the termination of the Contract , or should such Party reduce the notice period , the notifying Party shall pay to the other Party a compensation know as compensation in lieu of notice , even if such failure to notice or such reduction of the period does not cause damage to the other Party . Such compensation shall be equal to the wage of the worker with regards to the entire notice period or the reduced part thereof. The compensation in lieu of notice shall be calculated on the basis of the last wage paid to the worker for the monthly, weekly , daily or hourly - paid workers , and on the basis of the average daily wage set forth in Article 57 hereof with regards to the payment per piece .

Article (121) of the Labour Law : The Worker may leave work without notice in the following cases:



- a - Should the employer breach his obligations towards the worker, as set forth in the Contract or the law.
- b - Should the employer or the legal representative thereof assault the worker.

Article (122) of the Labour Law : The termination of the employment of the Worker by the Employer shall be deemed arbitrary should the cause of termination not be related to the work , in particular should the termination of the employment of the Worker be made by reason of the filing by the latter of a serious complaint before the pertinent authorities or a valid claim against the Employer.

Article (123) of the Labour Law :

a - Should the Worker be arbitrarily dismissed, the competent court may order the Employer to pay a compensation to the Worker . The court shall assess such compensation, taking into account the type of work and the extent of damage incurred to the Worker as well as the duration of employment and after the investigation of the work conditions. In all cases , the amount of compensation shall not exceed the wage of the worker for a period of three months calculated on the basis of the last due wage.

b - The provisions of the preceding paragraph shall not breach the right of the Worker to the gratuity entitled thereto and the compensation in lieu of notice provided for herein.

+

Article (129) of the Labour Law: Should the non - national Worker notify the Employer of his desire to terminate the Contract with unlimited term, and leaves work before the expiry of the legally prescribed notice period , he may not get another job , even with the permission of the Employer and such for a period of one year from the date of abandonment of the work. No Employer may knowingly recruit the Worker or retain in his service during such period.



Whereas the Second Party works for the First Party, under an Unlimited Term Employment Contract And whereas both Parties desire to continue this Contract, both Parties have signed the aforementioned Contract and the present Annex that has been enclosed therewith. Both Parties have thoroughly reviewed the articles stipulated in the Contract and Annex and are fully aware of the provisions contained therein. Such articles are as follows:

Article (1)

The labour relation, governed under this Contract, shall be a contractual and consensual relationship. Neither Party shall be obliged to continue such contractual relationship with the other Party without its consent, provided that the Party terminating the contractual relationship upon its sole discretion shall bear all legal consequences resulting therefrom as per stipulated in this Annex and according to any MOL applicable laws. The labour relation between both Parties shall end if any of the following cases occurred:

1. In case the parties agree on termination of the Contract during its term, provided that Worker's agreement shall be in writing.
2. In case either party terminate the Contract executed under this Offer after notifying the other party. The Contract shall remain effective and implementation thereof shall continue during the notice period determined under Fifth Article of the Employment Contract.
3. In case either party solely terminate the Contract executed under this Offer without the occurrence of any reason related to the other party, and without following the procedures stipulated in Clause (2) of this Article, in such case the party terminating the Contract at its own discretion shall solely bear the consequences of such termination including the provisions set forth in Articles (116, 119, 123 and 129) of the abovementioned law regulating labour relation.
4. Should the Employer terminate the labour relation for any of the reasons stipulated in clauses (1 to 9) of Article (3) of this Annex.
5. Should the First Party proven to violate its legally or contractually stipulated obligations or if the employer or any of its legal



representative has assaulted the employee as per the Article (121) of Labour Law.

6. In case of impossibility of execution due to Worker-related reasons (death, total disability, disease, reaching the age of retirement), Employer-related reasons (administrative or non-administrative closure of the establishment under order of the court or competent authorities) or due to force majeure.
7. Should the First Party terminate the Contractual relationship due to reasons irrelevant to the work, in particular if termination of the Second Party's employment be made due to filing a serious complaint by the Second Party before the competent authorities or a proven valid claim against the First Party according to Article (122) of the law regulating Labour.

Article (2) **Obligations of the First Party (Employer)**

For purposes of implementation of the Employment Contract by and between both Parties, the First Party shall:

1. Enable the Second Party to carry out the agreed upon job.
2. Obtain a copy of the Employment Contract from MOL, sign the same with the Second Party, submit it to MOL for approval within the period set thereby and submit a copy of the approved Contract to the Second Party along with a copy of the work permit.
3. Pay the due wage to the Second Party in addition to any other rights or benefits as set forth in the Employment Contract and according to the dates, procedures and MOL applicable laws. The First Party may not deduct any amounts from the Second Party's wage, for special rights, except in the following cases:
 - a) The recovery of advances or amounts of money paid to the Second Party in excess of his entitlements, provided that the



- amount deducted in such case shall not exceed 10 percent of the Second Party's periodic wage;
- b) The installments which the Second Party is legally required to pay out of his wage including social security and insurance schemes;
 - c) The Second Party's contributions to the saving fund or advances repayable thereto (if any).
 - d) Installments to any welfare scheme or in respect of any other benefits or services provided by the First Party and approved by MOL;
 - e) Fines imposed upon the Second Party against any offence committed by the same;
 - f) Any debt payable in execution of a court judgement provided that the deduction shall not exceed one-quarter of the Second Party's wage. Where two or more debts are payable or in case of multiple creditors, the maximum shall be half of the Second Party's wage and the sums of money to be attached shall be divided *pro rata* among the beneficiaries after payment of any legal alimony at the rate of one-quarter of the wage.
4. Provide the Second Party with the working hours, weekly and daily rest days as well as the Employment Contract and all shall be placed in the workplaces as identified under the applicable laws.
 5. Be most accurate upon filing any complaint or submitting notices concerning the Second Party, including a report of a sudden absence without following the legal procedures. In case of proven non-serious complaints, MOL may take the actions stipulated in the applicable laws against the First Party.
 6. The First Party shall not oblige the Second Party to purchase goods or foodstuff from certain stores or products of the First Party.
 7. Subject to Clause (4) of this Article, the First Party shall not force the Second Party to work for more than 8 hours daily or more than 48 hours weekly, except for the following cases:



First: Cases for Reduction of working hours:

- (a) Working hours may be reduced for strenuous or health harmful works by virtue of a decision from the Minister of Labour.
- (b) Daily working hours may be reduced by two hours during Ramadan.

Second: Cases for Increase of working hours:

- (a) Working hours may be increased to nine hours per day for people employed in trade, hotels, cafeterias, security and other jobs which may be added by virtue of a decision from the Minister of Labour, provided compliance with the following:

- Ordinary working hours shall be reduced on any working day of the week by the amount of increase over 8 hours applied to other days in order to limit the weekly working hours to 48 hours. Shift system, in which daily ordinary working hours exceed 9 hours, may be applied provided that weekly working hours shall not exceed 48 hours. Working hours shall be identified for each shift and shall be notified to the Second Party and MOL and placed on the main entrances of the establishment.

(B) Overtime working hours may not exceed two hours per day, unless such work is necessary for the prevention of the occurrence of a colossal loss or a serious accident. The First Party shall, in consideration of the overtime working hours set out in this clause, pay the Second Party a wage equivalent to the ordinary hourly wage with an addition of at least 25% of the said wage. Should the overtime work is between 9 p.m. and 4 a.m., the Second Party shall be entitled to a wage equivalent to the prescribed ordinary hourly wage with an addition of at least 50 % of the said wage.

8. The First Party shall grant the Second Party the following rest intervals:



First: a daily rest of at least 1 hour so that the Second Party shall not work more than 5 consecutive hours without intervals for rest. Such intervals shall not be included in the working hours.

Second: the weekly rest may be more than one day as agreed upon by both Parties. Friday shall be the ordinary weekly rest for the Second Party with the exception of daily wage -workers. Both Parties may agree on any other weekly rest day. The Second Party may not be requested to work for more than two consecutive rest days with the exception of the shift workers.

9. Without any prejudice to the First Party's right to terminate the Second Party without a notice or a gratuity due to any of the reasons stipulated in this Annex and the law regulating labour relation, the First Party may not terminate the service of the Second Party or notifying him of the same during his leave stated in this Annex and the law regulating labour relation.
10. The First Party shall provide all means and meet all requirements of occupational health and safety matters set by MOL to protect the workers from occupational injuries, diseases and risks that may occur during work, in addition to fire risks among all other risks as resulting from using such equipment and other work tools in order to provide a healthy and appropriate environment for workers. Moreover, the First Party shall provide healthcare services for the Second Party according to the laws issued by federal and local authorities in such regard.
11. The First Party may not terminate the Second Party for his medical unfitness before the exhaustion of all the sick leaves legally due to him; otherwise, any such termination shall be deemed null and void.
12. The First Party shall give the Second Party, upon the request thereof and at the end of the labour relation, a certificate of end of service to be issued free of charge, in which the date of commencement and



termination of the employment, the total duration of employment, the type of work performed and the last paid wage and supplements thereof , if any, are stated. Moreover, the First Party shall return to the Second Party any certificates, documents or tools belonging to the Second Party.

13. The First Party shall bear all costs of recruitment and employment stipulated under the applicable procedures in such regard including the Second Party's travel ticket from abroad. In addition, the First Party shall bear all mediation fees (if any), and after the termination of Contract, the First Party shall bear the costs of the return travel of the Second Party (and his family upon mutual agreement) to the destination from where the Second Party came or to any other destination as agreed upon by both Parties. The Second Party shall bear the cost of his return ticket in case of the termination reasons are attributable to him.
14. The First Party shall take all necessary actions stipulated by MOL applicable laws in case of the occurrence of any occupational injury or disease to the Second Party as stipulated under the law.
15. In cases of occupational injuries or diseases, the First Party shall undertake to pay the cost of treatment of the Second Party in one of the officially approved medical centers until his recovery or proven disability, provided that such injury shall not be due to a deliberate act of the Second Party.
16. Should the injury prevent the Second Party from performing his work, the First Party shall pay him a financial aid equivalent to a full wage for the entire period of treatment, or for a period of (6) months, whichever is shorter. Should the treatment last for more than (6) months, such financial aid shall be reduced by half for the following (6) months or until the Second Party is fully recovered, declared disabled or dies, whichever occurs first.



17. The First Party or any legal representative thereof shall be prohibited from assaulting the Second Party in any form or manner whatsoever, sexually harassing, putting under compulsory labor or imposing upon forced labour. Should otherwise is proven to occur, the Second Party may leave the work at any time and without a notice and may refer to MOL to file a complaint against the First Party if he is entitled thereto.
18. In case the First Party is obliged to provide accommodation for the Second Party, such accommodation shall meet all the specifications and requirements stipulated in the MOL applicable laws in such regard.
19. Should the first Party assign the Second Party with a job in places far from cities where ordinary transports do not reach, the First Party shall provide the Second Party with all or any of the following services (as per determined by a decision of Minister of Labour regarding such places and services):
 - Suitable Means of Transportation- Suitable Accommodation- Potable Water- Proper Foodstuff- Medical Aid Equipment- Entertainment and Sports Means.
20. The First Party shall notify MOL of any changes in the data of its address or contact information within one week of such change, otherwise, correspondences sent to the data obtained by the MOL shall be deemed valid and legally effective.

Article (3) **Obligations of the Second Party (Worker)**

For purposes of implementation of the Employment Contract by and between both Parties, the Second Party shall:

- 1- Give due diligence to the following:



(A) The Second Party has to keep on doing his work and not to stop unless there are legal reasons as per stated in this Employment Contract, its Annex and the MOL applicable laws; therefore, the Second Party has to refer to the MOL within a period not exceeding two months from the date of his unemployment in all cases.

(B) Performing his basic duties under the Employment Contract by carrying out his job timely by himself and as per the specifications required by nature of his entrusted job. In case of continuous breach of such basic duties, the First Party may dismiss the Second Party without prior notice or end of service gratuity after carrying out a written investigation and warning him on dismissal in case of repetition.

- 2- The Second Party shall not assume false identity or nationality, or submit false certificates or documents.
- 3- The Second Party shall not commit an error resulting in gross material losses to the First Party. It is the MOL which shall determine such loss, provided that the same is notified of the incident by the First Party within (48) hours from the knowledge of the occurrence thereof.
- 4- The Second Party shall not violate the instructions related to the safety at work or in the workplace; provided that such instructions be written and posted in a prominent location, and that he is notified thereof in oral manner should he be illiterate.
- 5- The Second Party shall not disclose any of the secrets of the establishment where he is working.
- 6- The Second Party shall not commit any act that would entail conviction of the same in a final judgment by the competent court in a crime of honor, honesty or public ethics.
- 7- The Second Party shall not be found in a state of drunkenness or under the influence of a narcotic during working hours.
- 8- The Second Party shall not assault, during the work, the First Party, manager in charge or any co-worker.



9- The Second Party shall not be absent without valid cause for more than twenty non-consecutive days in one contractual year, or for more than seven consecutive days.

In case the Second Party breaches any of the above clauses (from 1 to 9) of this Article, the First Party may dismiss the Second Party without notice or end of service gratuities.

10- The Second Party shall not work for third Parties even during his leave except in the cases and under the conditions and regulations stipulated in the Employment Contract, which are set forth in MOL applicable laws.

11- The Second Party shall maintain work tools and properties. In addition, the Second Party shall not, for his own use, keep work documents except to the extent permitted by the First Party or as required to carry out the job responsibilities.

12- The Second Party shall notify the First Party of his sickness within maximum two days in case such sickness is not due to an occupational injury. The First Party shall initiate to take necessary actions to immediately make the Second Party undergo medical examination in order to verify the sickness thereof and to ensure provision of necessary treatment according to the applicable laws in such regards.

13- The Second Party shall not deliberately submit malicious reports against the First Party and shall be cautious and accurate in submitting data, notices or reports on the conditions of work or housing provided by the First Party.

14- The Second Party shall use protective equipment and clothing provided to him for such purpose, abide by all instructions of the First Party aiming at his protection from risks and shall refrain from carrying out any act in a way that may obstruct the implementation of said instructions.

15- In the event where the First Party provides the Second Party with accommodation, the Second Party shall:

- Maintain such accommodation including all its contents and use the same only for the intended purpose and according to the regulations set in such regard.



- Vacate the accommodation place within no more than thirty days from the date of termination of the employment thereof. The Second Party shall not delay vacation of the accommodation beyond the said period for any reason whatsoever, provided that the First Party pays to the Second Party travel expenses, end of service gratuities and any other entitlements undertaken by the First Party in accordance with the Employment Contract, establishment policies or the applicable law.
 - Should the Second Party dispute over the amount of the said expenses and entitlements, the MOL shall specify such expenses and entitlement in an expedite manner within one week from the date of notification thereto, provided that it notifies the Second Party thereof upon specifying the same. In such case, the mentioned period of thirty day shall be effective as of the date of the deposit by the First Party of the specified expenses and entitlements into the MOL treasury on trust. Should the Second Party not vacate the accommodation after elapse of the said period of thirty days, the MOL shall cooperate with the pertinent authorities to take the necessary administrative measures for the vacation. The provisions of the present Article shall not prejudice the right of the Second Party to challenge the same before the competent court.
- 16- The Second Party shall provide assistance and help in case of risks, disasters and crises that may threaten the safety of workplaces and workers.
- 17- The Second Party shall undergo, upon the First Party's request, to medical examinations required prior to or during employment and joining the work as long as such examinations are necessary for the benefit of work.
- 18- The Second Party shall pay the fees of obtaining ID cards for himself and his family members.
- 19- The Second Party shall inform the First Party of his full address and any other contact information suitable for communication therewith, to which work relevant notices may be delivered. Accordingly, the First Party shall notify MOL of such address and information. The Second



Party shall carry out such notification to the First Party in case any changes occurs to such information.

20- The First Party shall refer to MOL in the following cases:

First - Should the Second Party remain unemployed for a period of two months, the Second Party shall notify MOL within such period.

Second - Should MOL refer the complaint of the Second Party to the competent court, the Second Party shall:

- a. Register his complaint within two weeks from the date of referral.
- b. Follow up his complaint before the competent authorities, attend hearings, and implement instructions issued by judicial authorities.
- c. Settle his status by cancelling the permit and moving to work for another establishment or leaving the State within no later than two months after issuance of the final or conclusive judgement.

- For the purpose of the required regulation of the UAE labour market and providing for a safe and stable work environment to all workers within the State, MOL will prohibit granting the Second Party a work permit for periods less than one year from the date of leaving the State in any of the following proven cases:

- i. Should the Second Party not refer to MOL and follow the required procedures in the two cases mentioned in this Clause.
- ii. Should both Parties (the Employer and the Worker) agree on terminating the Contract during its term before the Worker continued six months of employment term, with exception of the workers of first, second and third skill levels.
- iii. Should the Worker solely terminate this Contract during its term without a reason attributable to the First Party.
- iv. Should the Second Party be dismissed for any of the reasons stipulated in Clauses (from 1 to 9) of Article (3) of this Annex



Article (4)

Rights of the Second Party (Worker)

For purposes of implementation of the Employment Contract by and between both Parties, the Second Party shall be entitled to:

1. File a serious complaint to MOL in case of having any grievance concerning the First Party's violation to the articles of the Contract entered into by both Parties, or a breach of the provisions of the MOI applicable laws in favor of the Second Party, provided that such complaint shall be filed within no later than thirty days as of the date of the Second Party's knowledge of the incident subject matter of grievance., and that the Second Party shall be cautious in proving information and facts relating to such complaint.
2. Receive his wage in full in the manner and at the times stipulated under the Employment Contract as per the laws and regulations set by MOL as long as the there is no legal reasons preventing the same, provided that such reasons shall be attributed to Second Party itself and that such reasons may lead to prevent payment of the wage in whole or in part.
3. Get the weekly rest for at least one day or more per week as agreed upon in this Contract. Such day-off shall be identified and known in advance, the same case as working hours. In case the work circumstances requires the Second Party to work on this day, the Second Party shall be entitled to a substitute rest day, or to receive the basic salary for the ordinary working hours in addition to at least 50 % of the said wage. The Second Party shall not be prevented from such day set for the weekly rest more than two consecutive times.
4. Have an official leave with full payment in the following occasions
New Year's Day (Hijri) (One day) - New Year's Day (Gregorian) (One day) - Eid al Fitr (Two days) - Eid al Adha and Arafat Day (Three days) - Prophet Mohammed Birthday Anniversary (One day) - Isra and Mi'raj (One day) and the National Day (One day), in addition to any further similar leaves legally prescribed for the workers. Should the work circumstances require the Second Party to work during holidays or leaves for which a payment is paid thereto, the Second Party shall be granted a substitute leave as well as an increase in the basic salary amounting to 50 % thereof. Should the



Second Party not be granted a substitute leave, the First Party shall pay to the Second Party an additional sum to the basic salary thereof amounting to 150 % with regards to the days of work.

5. Get, during every year of service, an annual leave of no less than the following periods:

A - Two days for each month should the period of service be of six months at least and a year at most.

B - Thirty days for each year should the period of service exceeds one year. Should the service of the Second Party be terminated, the Second Party shall be entitled to an annual leave for the fractions of the last year. The holidays set by law or by agreement, or any other leaves caused by illness should it occur during such holiday shall be included in the annual leave and deemed a part thereof.

6. Receive the basic salary plus a housing allowance, if any, for the days of the annual leave, provided that such wage shall be paid to the Second Party prior to commencement of his annual leave the provisions of law for such prescribed leave. Should the work circumstances require the Second Party's work during his total annual leave or a part thereof, and should the leave during which the Second Party worked is not carried forward to the next year, then the First Party must pay to the Second Party his wage, in addition to a leave allowance for the days of work, equal to his basic wage. In all cases, the Second Party may not be required to work during the annual leave for more than once within two consecutive years.
7. Receive payment of his wage for accrued annual leave days should he be dismissed or should he leave work as per MOL applicable laws. Such payment shall be calculated on the basic wage paid to the Second Party at the time of entitlement to such leave.



8. The Female Worker shall be entitled to a maternity leave with full payment of the wage thereof, and such for a period of forty-five days that include the pre- and postnatal periods, provided that her continuous service period for the First Party is of one year at least. The maternity leave shall be granted with half a wage should the Second Party not have completed the aforementioned period.

Upon the end of the maternity leave, the Female Worker may remain absent from work without pay for a period of one hundred consecutive or non-consecutive days at most if such absence be caused by an illness hindering her from returning to work. Such illness shall be established by means of a medical certificate issued by the medical entity appointed by the competent health authority or ratified by such authority stating that such illness arises from the pregnancy or the delivery. The leave referred to in the preceding clauses shall not be deducted from other leaves to which the Female Worker is entitled. During the period of eighteen months subsequent to the date of delivery, the nursing Female Worker shall be entitled to two additional periods per day for such purpose, the duration of each thereof shall not exceed half an hour. Such additional periods shall be deemed as part of the working hours and do not entail any deduction of the wage.

9. Get a sick leave not exceeding 90 consecutive or non-consecutive days for each year of service, calculated as follows: the first fifteen days with full pay, the following thirty days with half pay, and the following periods without pay, all this provided that the Second Party spends more than three month after the end of the probation period in the continuous service of the First Party and contracted an illness. The Second Party shall not be entitled to the wage during the sick leave if the illness directly arises from the ill behavior of the Second Party such as the consumption of alcohols or narcotics.
10. If the Second Party resigns from service by reason of illness before the expiry of the first forty five days of the sick leaves, and the governmental physician or the physician appointed by the First Party approves the cause of resignation, the First Party must pay to the resigning Worker the wage



due to him with regards to the remainder of the first forty five days referred to in Clause (9) hereinabove.

11. The Second Party shall be granted for the entire duration of his employment and for only one time a special leave without pay for the pilgrimage. Such leave shall not be included in the other leaves and may not exceed thirty days.
12. The Second Party, having spent five years in service for the First Party, shall be entitled to an end of service gratuity upon the termination of his service or completion of the contract agreed-upon term. The days of absence from work without pay shall not be included in the calculation of such period of service.
 - The gratuity shall be calculated as follows: the wage of twenty one days for each of the first five years of service, and the wage of thirty days for every additional year, but always provided that in all cases the total gratuity shall not exceed the basic wage of two years. The Second Party shall be entitled to a gratuity for the served fraction of a year, provided that the Second Party completes the actual period of service stipulated under this paragraph.
 - The First Party may deduct from the end of service gratuity any amounts due to the same and accrued on the Second Party.
 - The end of service gratuity shall not be granted in cases that allow for prevention thereof as per set forth under this Annex, and in the event that the Second Party leaves the work at his own accord so as to avoid the reasons for dismissal set forth in clauses (from 1 to 9) of Article (3) of this Annex.
 - In the event of the Second Party's death, his due end of service gratuity shall be paid to the beneficiaries thereof.
13. Should the occupational injury or disease cause the death of a Worker, then the members of his family shall be entitled to compensation equal to the



basic wage of the Worker for a period of twenty-four months, provided that the amount of compensation shall not be less than eighteen thousand Dirhams or be more than thirty five thousand Dirhams. The amount of compensation shall be calculated on the basis of the last basic wage received by the Second Party prior to his death. The compensation shall be distributed in accordance with the provisions of the schedule enclosed with the applicable law.

14. The Second Party shall be entitled to the same compensation set forth in Clause (13) hereof in case of permanent total disability. As for a partial disability, the Second Party shall be entitled to a compensation according to the rates set forth by law. (Moreover, in case of the Second Party's partial disability preventing him from carrying out his job duties, if he is capable of performing other works that are consistent with his health condition, and should such works exist, then the First Party shall transfer the Second Party upon the latter's request to one of such works. In this case, the First Party shall pay the Second Party the wage normally paid to workers of similar jobs with the same title, without prejudice to the rights and compensations due to the Second Party by virtue of the provisions of this Annex). The Second Party shall not be entitled to the rights and compensations set forth hereunder, if it is proven in the investigations of the competent authorities that the Second Party deliberately injured himself with the intention of committing suicide or for obtaining a compensation, a sick leave or any other reason, or if the Second Party be at the time of the incident under the influence of drugs or alcohols.
15. Retain the evidencing documents relating to him.
16. If a change occurs in the form of the establishment or the legal status thereof, the Employment Contracts effective at the time of the change shall remain valid between both the new Employer and the Second Party. The employment shall continue and both the original and new Employers shall be jointly liable for a period of six months for the execution of the obligations arising from the employment contracts



during the period preceding such change. Upon lapse of the said period, the new Employer shall solely bear such liability.

Article (5) Rights of the First Party (Employer)

For purposes of implementation of the Employment Contract by and between both Parties, and subject to the stipulated provisions regarding the Second Party's right to complaint and grievance as long as actual reasons established therefore, the First Party shall be entitled to:

1. Inflict any of the following disciplinary penalties upon the Second Party:

Warning, fine, suspension with reduced pay for a period not exceeding ten days, deprivation from or deferment of periodic bonus, deprivation from promotion, dismissal from work, dismissal from work and deprivation from the total end of service gratuity or a part thereof. Such penalty shall not be inflicted for reasons other than the ones mentioned exclusively in Clauses from (1 to 9) of Article (3) hereof. Rather, the penalty shall be the termination of service with deprivation from wage only in case of proven work for third Parties by the Second Party even if such work was carried out during his leave from work unless as per the cases, the manners and the regulations prescribed by MOL applicable laws.

2. Upon infliction of any of the abovementioned penalties by the First Party as set forth in Clause (1) hereof, the First Party shall commit to the following:

A- The penalty of deprivation of the periodic allowance may not be imposed more than once per year, and such allowance may not be deferred for more than six months.

B- The penalty of deprivation of the promotion may not be imposed for more than one promotional cycle. The penalized Worker shall be then promoted during the following promotional cycle if he meets the necessary conditions for such promotion.



- C- No disciplinary penalty may be imposed on the Worker for an act committed thereby outside the workplace, unless such act is connected to the work, the Employer or the manager in charge.
- D- It shall not be permissible to impose more than one penalty or combine any disciplinary penalty with the deduction of any part of the wage of the Second Party due to losing, damaging or destructing machines, tools, products or materials owned by the First Party or such was in the latter's custody wherever the same is resulted from the Second Party's default or his violation to the First Party's instructions.
- E- It shall not be permissible to impose on the Second Party any of the penalties unless the Second Party is notified in writing with regards to charges made against him, after having heard his statements and the defense thereof investigated, and after having recorded the matter in a minutes deposited in his personal file. The penalty shall be noted at the end of such minutes. The Second Party has to be notified in writing of the penalties imposed upon him, its type and amount, the causes of imposition and the penalty to be imposed in case of recidivism.
- F- The fine may be a specific amount or an amount equal to the wage of the Second Party for a specific period. The fine prescribed concerning one breach may not exceed the wage of five days. Furthermore, for the settlement of the fines imposed on the Second Party, only a maximum amount equal to the wage of five days may be deducted from the wage of the Second Party per one month.
- G- The Second Party may not be accused of a disciplinary offense after thirty days of the discovery thereof. Furthermore, no disciplinary penalty may be imposed after sixty days from the date of completion



of the investigation in the offence of which the Second Party is found guilty.

3. The First Party may, temporarily, suspend the Second Party from work upon charging the same of a deliberate crime against life, property, honor, or honesty. The suspension period shall commence on the date of the notification of the incident to the competent authorities and until the issuance of a decision thereby in such regard. The Second Party shall not be entitled to his wage during the said suspension period. Should a decision be issued for the non-prosecution or the acquittal of the Second Party, the latter shall be reinstated and paid the full wage for the suspension period, should such suspension be arbitrary from the First Party without justifying reasons.
4. The First Party may determine the date of the commencement of the annual leave, and may divide it if necessary to two or more periods.
5. The First Party may terminate the service of the Second Party subsequent to the exhaustion of his sick leaves, should the Second Party not be able to return to his work. In such case, the Second Party shall be entitled to the end of service gratuity.
6. The First Party may change the Second Party's workplace with no prejudice to the wage or job of the latter in accordance with the requirements and regulations prescribed in such regard.

Article (6)

Provisions of MOL applicable laws shall apply to any matters not explicitly stipulated herein. Any dispute arising in connection with this Contract and the Annex thereof shall be subject to the jurisdiction of UAE Courts. The First Party shall acknowledge and declare that any notices or correspondences made to him by any means of communication to the contacts mentioned in the Employment Contract shall be deemed valid and of all legal effect.