



P.O.Box 9440 Dubai United Arab Emirates

tel 971.4.3673392 fax 971.4.3673699

enquiry@emaar.ae

www.emaar.com

**Employment Agreement - Grade 3** 

THIS AGREEMENT is made on this date 9 November 2009,

BETWEEN

EMAAR HOTELS & RESORTS LLC, ("the Company"); and

a Ukrainian citizen holding passport number

("the

Employee")

(Individually referred to as a "Party" and collectively as the "Parties")

### 1. TERM OF EMPLOYMENT

- 1.1. The employment of the Employee by the Company shall commence on 15 December 2009 provided that the Employee attend to work on that date. Alternatively, the commencement date of this Agreement shall be the first day of attendance of the Employee to work or such other date as may be mutually agreed in writing by the Parties and shall continue thereafter for an indefinite term subject to the provisions of this Agreement. There is no previous employment that shall be calculated towards the Employee's continuous period of employment under this Agreement.
- 1.2. The Employee shall serve a probation period of 3 (three) months.

### 2. DUTIES

- 2.1. The Employee shall serve the Company in the capacity of Business Centre Administrator in accordance with the responsibilities assigned upon joining. However, the responsibilities may change from time to time in accordance with the business requirements.
- 2.2. The Employee shall report to the **Business Centre Supervisor** and shall carry out such duties as he may from time to time direct

### 3. WORKHOURS

The Employee's work hours are forty eight (48) working hours over six (6) days a week (which working hours shall be decided from time to time by the Company) but the Employee's responsibilities may necessitate a flexible approach to working beyond these hours to meet business requirements. The Employee will not be entitled to receive any additional remuneration for work done outside the normal hours of work.

#### 4. PLACE OF EMPLOYMENT

The place of employment of the Employee shall be the **Armani Hotel** in Dubai, UAE but the Employee may, subject to his consent, be required to work at such other places within the Middle East, North Africa and Gulf Cooperation Council ("the Territory") as the Company and the Employee may from time to time agree. The Employee shall in the performance of his duties be required to travel from his place of employment both throughout and outside the Territory.

## 5. SALARY & ALLOWANCES

#### 5.1. Basic Salary

The basic salary of the Employee shall be **AED 2500** (Two Thousand Five Hundred United Arab Emirates Dirhams) per calendar month, which shall be deemed to accrue on a daily basis.

## 5.2. Housing Allowance

The Employee shall provided accommodation by the Company in a shared bachelor facility accommodation.

# 5.3. Transportation Allowance

The Employee shall be provided transportation to and from the place of work by the Company.

- 5.4. The Employee's gross cash remuneration will therefore be **AED 2500** (Two Thousand Five Hundred Thousand United Arab Emirates Dirhams) per month.
- 5.5. The Employee's gross cash remuneration will be paid monthly in arrears on or before the last working day of each month by transfer into a UAE bank account of the Employee's choice.
- 5.6. The Basic Salary shall be reviewed by the Board on an annual basis and the salary rate may be increased at the Company's sole discretion with effect from such review date.

## 6. BONUS

- 6.1. The Employee may be entitled, at the sole discretion of the Company, to an annual bonus based on achievement of Key Performance Indicators (KPIs), the Employee's performance, and the performance of the Company.
- 6.2. The Company reserves the right, in its absolute discretion, to vary the terms and/or level of the bonus payable under any bonus scheme from time to time in force.
- 6.3. The Employee has no right to a bonus or a proportion of the bonus if they are no longer employed by the Company or if on the date that the bonus payments are made, a termination or resignation notice has been issued.

# 7. AIR PASSAGE ON RECRUITMENT & TERMINATION

The Employee shall be entitled to a one-way Economy Class air ticket from **Kiev**, **Ukraine** to Dubai on recruitment for self and from Dubai to **Kiev**, **Ukraine** on termination subject to leaving the country at that time after visa cancellation.

#### 8. PENSION SCHEME

8.1. There is no Company pension scheme currently in force for expatriate Employees of the Company.

# 9. PRIVATE MEDICAL INSURANCE

The Company shall provide medical cover for the Employee in line with the Company's policy as amended from time to time at the Company's sole discretion. The private medical scheme is effective from the date of commencement of the Agreement set out in clause 1 above.

### 10. SICK LEAVE

The Employee shall be entitled to sick leave as per UAE Labor Law and specified in the Company pay policy subject to being certified as sick by a competent medical authority. No accumulation of sick leave is permitted.

## 11. LIFE INSURANCE

The Employee shall be covered against the risk of accidental death and total permanent disability which is pro-rated in the event of partial disability in accordance with Company policy and the insurance coverage executed by the Company with the insurance company.

## 12. ANNUAL LEAVE

- 12.1. In addition to public holidays, the Employee shall be entitled to 30 calendar days paid leave in each complete year that runs from 1 January through 31 December.
- 12.2. For employment beginning during the year, the Employee shall be entitled, at the end of such year, to a paid leave as per the clause above but calculated on a pro-rata basis to the actual period of service elapsed during such year.
- 12.3. After completion of the Employee's second year of service and once every two years thereafter, in conjunction with departure on vacation, the Employee will be eligible to an Economy Class return air ticket between Dubai and Kiev, Ukraine.
- 12.4. The Employee may carry forward unused leave days from one year to the next with applicable limits as per the Company policy, as amended from time to time, at the Company's sole discretion.
- 12.5. The Employee shall be paid a corresponding pro rata amount of his Basic Salary for each day of leave accrued in the event of termination of this Agreement.

# 13. EXPENSES

The Company shall reimburse the Employee all reasonable hotel, travel and other expenses wholly and exclusively incurred by the Employee in or about the performance of his duties under this Agreement provided that the Employee furnishes the Company with receipts or other documentary evidence of expenses incurred for and on behalf of the Company, in the course of execution of his duties.

### 14. CONFIDENTIALITY

- 14.1. The Employee shall not at any time during (except in the course of his duties) or after his employment disclose or make use of his knowledge of any confidential information of the Company and any company which is a parent, subsidiary, associated or affiliated with the Emaar Group of Companies (the "Group") or any of their business associates.
- 14.2. Confidential Information includes (without limitation) all and any information in any shape or form, whether on paper, electronic means or otherwise, relating to the financial position, market position, business strategy, business plans, maturing new business opportunities, research and development projects, project formulae, processors, inventions, designs, discoveries or know how, sale statistics, marketing surveys and plans, costs, profit or loss, prices and discount structures, technical data, trade secrets, know-how, business methods, the names, addresses and contact details of business contacts, business partners, customers and potential customers, existing and respective clients, suppliers and potential suppliers, contractors, and

employees and any other information related to the Company and/or the Group of a confidential nature received or acquired by the Employee from the Company or any company of the Group ("Group Company") during the course of his employment; which the Company or any company in the Group or any of their business associates treats as confidential.

14.3. The restrictions shall not apply to any disclosure of information which is already in the public domain otherwise than by breach of this Agreement; and to any disclosure or use specifically authorized by the Company or required by any applicable laws or regulations or by a competent government authority or court, provided that the Employee undertakes (to the extent permitted by law) to immediately notify the Company of any such disclosure requirements and agree with the Company on the disclosure form and content, and to enable the Company from making known to the appropriate government authority or court the proprietary nature of the Confidential Information.

## 15. INTELLECTUAL PROPERTY

- 15.1. The parties foresee that the Employee may make, discover or create intellectual property in the course of his duties under this Agreement and agree that in this respect the Employee has an obligation to further the interests of the Company.
- 15.2. The Employee undertakes that if at any time during his employment and during this Agreement the Employee makes or discovers or participates in the making or discovery of any Intellectual Property relating to or capable of being used in the business for the time being carried on by the Company or any company in the Group full details of the Intellectual Property shall immediately be communicated by him to the Company and shall be the absolute property of the Company or the relevant company in the Group as directed by the Company, without any compensation to the Employee in this regard. At the request and expense of the Company the Employee shall give and supply all such information, data, drawings and assistance as may be requisite to enable the Company to exploit the Intellectual Property to the best advantage and shall execute all documents and do all things which may be necessary or desirable for obtaining patent or other protection for the intellectual Property in such parts of the world as may be specified by the Company and for vesting the same in the Company or any company member of the Group or as it may direct.
- 15.3. The Employee irrevocably appoints the Company to be his attorney in his name and on his behalf to sign, execute or do any such instrument or thing and generally to use his name for the purpose of giving to the Company (or its nominee) the full benefit of the provisions of this clause and in favour of any third party a certificate in writing signed by any director or the secretary of the Company that any instrument or act falls within the authority conferred by this clause shall be conclusive evidence that such is the case.
- 15.4. Rights and obligations under this clause shall continue in force after termination of the Agreement in respect of Intellectual Property made during the Employee's employment under this Agreement and shall be binding upon his representatives.

### **16. TERMINATION OF EMPLOYMENT**

The employment of the Employee may be terminated:

16.1. By the Company, with immediate effect, without notice or payment in lieu of notice or any other form of compensation if, in the reasonable opinion of the Company, the Employee committed any gross default, negligence or misconduct or in the event of any breach or non observance by the Employee of any of the stipulations contained in this Agreement which is detrimental to the interests of the Company or any company in the Group or for any other reason which is valid under the applicable law; or

- 16.2. By either party for no reason and by written notice to the other in the below manner:
  - 16.2.1. The notice period required by the Company to terminate the Employee's employment will be **1** (one) month.
  - 16.2.2. The notice period required by the Employee to terminate his employment with the Company will be 1 (one) month.
  - 16.2.3. During probation, the Employee will have to give the Company 1 (one) month notice in writing for terminating this Agreement. However, the Company reserves the right to terminate the services of the Employee during the probation without any notice.
  - 16.2.4. Notice by a party must be given to the other party in writing in accordance with the provisions of this Agreement.
  - 16.2.5. Once either party has given notice of termination the Company may at any time and for any period require the Employee to cease performing his employment and/or exclude him from entering any of the premises of the Company or any company in the Group. During any such period of garden leave, the Company will continue to pay the Employee's salary and provide all benefits provided for in this Agreement.
  - The Company reserves the right to accelerate the effective date of 16.2.6. termination without waiting for the expiry of the notice period provided (where the lapse of a notice period is required) it makes a payment in lieu of notice or any unexpired period of notice. For the avoidance of doubt this right shall apply whether the Company or the Employee gives notice of termination. Any payment in lieu of notice shall consist solely of a sum equivalent to the Employee's salary (at the rate applicable at the date notice is given) for the notice period or any unexpired period of notice and shall be subject to such deductions as the Company is authorized in writing by the Employee (pursuant to the terms of this Agreement or otherwise) to make or is entitled under the applicable laws. For the avoidance of doubt, should the Company decide to make payment in lieu of notice to the Employee, this Agreement shall stand terminated as of the date of such Company's decision and the notice period shall not be computed to the employment period, as long as the Employee ceased rendering services to the Company. Other than the payment in lieu of notice, the Employee shall not be entitled to any other rights in respect of such notice period.
  - In case of termination of the employment relationship by the employee, during the probation period, and for any reason whatsoever, the Company reserves the right, at its sole discretion, to claim the recovery of all the expenses and costs incurred for the recruitment of the Employee, including but not limited to visa entry, medical, return ticket, agency fee, accommodation, transportation, etc. and any other amount due to the Company from the Employee, and whenever possible, to deduct such expenses and costs from any sums then owing to the Employee by way of salaries or otherwise.

## 17. NOTICES

Notices may be given by either party by letter addressed to the other party at (in the case of the Company) its registered office for the time being and (in the case of the Employee) their last known address and any notice given by letter shall be deemed to have been given at the time at which the letter would be delivered in the ordinary course of post or if delivered by hand upon delivery and in proving service by post it shall be sufficient to prove that the notice was properly addressed and posted.

## 18. NON-COMPETITION

- 18.1. The Employee further covenants with the Company (for itself and as trustee and agent for each Group Company) that he shall not, whether directly or indirectly, on his own behalf or on behalf of or in conjunction with any other person, firm, company or other entity:
  - 18.1.1. for the period of one year following the Termination Date, carry on, set up, be employed, engaged or interested in a business anywhere in Dubai or in the Territory which is or is intending to compete with the business of the Company or any Group Company which the Employee was actively involved in any time during their Employment. The provisions of this clause 18.1.1 shall not, at any time following the Termination Date, prevent the Employee from holding shares or other capital not amounting to more than three per cent of the total issued share capital of any company listed on a recognized stock exchange.
  - 18.1.2. for the period of one year following the Termination Date, have any business dealings with any person, firm, company or other entity who is, or was, in the 12 months immediately prior to the Termination Date, a client of the Company or any Group Company with whom the Employee had business dealings during the course of their employment in that 12 months period. Nothing in this clause 18.1.2 shall prohibit the seeking or doing of business not in direct competition with the business of the Company or any Group Company.
- 18.2. The Employee covenants with the Company (for itself and as trustee and agent for each Group Company) that they shall not, whether directly or indirectly, on their own behalf or on behalf of or in conjunction with any other person, firm, company or other entity:
  - for the period of two years following the Termination Date, solicit or entice away or endeavour to solicit or entice away from the Company or any Group Company any person, firm, company or other entity who is, or was, in the 12 months immediately prior to the Termination Date, a client of the Company or any Group Company with whom the Employee had business dealings during the course of their employment in that 12 months period. Nothing in this clause 18.2.118.2.1 shall prohibit the seeking or doing of business not in direct competition with the business of the Company or any Group Company.
  - 18.2.2. for the period of two years following the Termination Date, solicit or entice away or endeavour to solicit or entice away from the Company or any Group Company any person, firm, company or other entity who is, or was, in the 12 months immediately prior to the Termination Date, an actual or prospective client of the Company or any Group Company. For the purposes of this clause 18.2.2 and clause 18.2.1 the term "prospective client" shall mean any person, firm, company or other entity which was, in the 12 months

immediately prior to the Termination Date, being actively solicited or responded positively to canvassing by the Company or any Group Company and with which solicitation the Employee was personally involved during the course of their employment in that 12 month period. Nothing in this clause 18.2.2 shall prohibit the seeking or doing of business not in direct or indirect competition with the business of the Company or any Group Company.

- 18.2.3. for the period of two years following the Termination Date, solicit or entice away or endeavour to solicit or entice away any individual who is employed or engaged by the Company or any Group Company; and
- 18.2.4. for the period of two years following the Termination Date, employ or engage, whether on an employed or self-employed basis or in any other office or capacity, any individual who is employed or engaged by the Company or any Group Company.

### 19. MISCELLANEOUS

- 19.1. All aspects of this employment agreement shall be interpreted in accordance with the Company's policies and procedures.
- 19.2. This Agreement is governed by the UAE Labour Law and any dispute arising from its interpretation, execution or termination shall be referred to Dubai Courts.
- 19.3. This Agreement is valid subject to completion of all formalities and submission, prior to commencement of employment, of all required documents such as Release or end of service certificate from the Employee's last employer and education and experience certificates (if not already supplied).
- 19.4. This Agreement will not be valid unless and until the authorities of the United Arab Emirates have approved the necessary permits for residence and employment in the United Arab Emirates including passing the required medical examination. The Company will sponsor the Employee and make all applications for residence permit and shall pay all associated costs.
- 19.5. The Employee shall be required at all times to comply with the Company's rules, regulations and procedures, including its Quality Assurance and its Environment, Health and Safety standards and procedures.
- 19.6. The Employee shall be required to provide training, coaching and guidance to UAE Nationals working in Emaar and contribute to their development.
- 19.7. On satisfactory completion of employment, the Employee shall receive a termination gratuity payable under the UAE Labour Law. Details of entitlements are specified in the Company's policy.
- 19.8. On termination of this Agreement the Company may deduct any amounts due to it from the Employee from any sums then owing to the Employee by way of salaries or otherwise.
- 19.9 If the Employee has any grievance relating to his employment or if he is dissatisfied with any disciplinary decision affecting him, the Executive should first attempt to resolve this by discussion with their immediate line manager. Failing satisfaction he may refer it in writing for determination by the next most senior line manager. In all instances, HR should be copied in writing regarding the grievance.

Other terms and conditions of employment which are not covered by this Agreement shall be subject to the Company's policies as may be amended from time to time and the applicable laws.

| For and on behalf of EMAAR HOTELS & RESORTS LLC |        |
|---|--------|
| Louise Førrester                                |        |
| Corporate Director of Human Resources           |        |
|   |        |
| (Signature)                                     | (Date) |
|   |        |
|   |        |
|   |        |
|   |        |