

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

Revision 2013

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GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

INTRODUCTION

This document (hereinafter referred to as the “General Terms”) is an integral part of the terms and conditions of employment by Universal Enterprises Private Limited, # 39 Orchid Magu, Male’, Maldives (hereinafter referred to as the “Company” or “Employer” interchangeably), and is consistent with the Employment Act (as amended).

This document must be read in conjunction with the Particulars of Employment provided to the relevant Employee. Certain terms and conditions contained herein may not be applicable or relevant to the particular Employee, or may be amended or modified by the relevant Particulars of Employment, in which case the Particulars of Employment will prevail to the extent so provided.

DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

1.1 For the purposes of these General Terms:

- 1.1.1 ‘**Act**’ means the Employment Act (Law No. 2/2008) as in force at the relevant time.
- 1.1.2 ‘**Affiliate**’ means any corporation, company, partnership or other entity that directly, or indirectly through one or more intermediaries, is controlled by, or is under common control with, a person or entity that is the same as that which controls the Company.
- 1.1.3 ‘**Associated Company**’ means any company or other organization over which the Company (either alone or with any connected person) has direct or indirect control.
- 1.1.4 ‘**Board**’ means the board of directors of the Company from time to time.
- 1.1.5 ‘**Business Day**’ shall mean every day that is not a public holiday, or a government holiday, or a bank holiday in the Maldives.
- 1.1.6 ‘**Chairman**’ means the Chairman of the Board from time to time.
- 1.1.7 ‘**Company**’ or ‘**Employer**’ means Universal Enterprises Private Limited, # 39 Orchid Magu, Male’, Maldives, and includes any successors to the ownership of the Company.
- 1.1.8 ‘**Contract**’ means the contract of employment comprising:
 - 1.1.8.1 The Particulars of Employment issued by the Employer;
 - 1.1.8.2 These General Terms;

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- 1.1.8.3 Any other supplementary agreement signed between the Employer and Employee with respect to the employment.
- 1.1.9 **“Effective Date”** means the date that the agreement is signed by the parties, or the date the Employee begins employment, whichever occurs earlier, provided always that, any other provision to the contrary in this Contract notwithstanding, no Employee shall, from the Effective Date and solely by virtue of being in employment with the Company from prior to the coming into force of the Act, be entitled under the provisions of this Contract to any statutory rights, entitlements or benefits accruing from the entry into force of the Act, save as expressly provided in the Act.
- 1.1.10 **‘Employee’** means each person who is in the employment of the Company.
- 1.1.11 **‘Employment Year’** means a period of 12 (twelve) consecutive months of service in the employment of the Company.
- 1.1.12 **“Law”** means any act of parliament duly enacted by the People’s Majlis of the Republic of Maldives, and shall include any regulations and rules made thereunder, as well as all laws, regulations and rules having the force of law in the Republic of Maldives and enforced or ought to be enforced as such in the Republic of Maldives, and shall further include any lawful order or directions issued by a competent governmental authority or under such Law. It shall also include all amendments or replacements made thereto.
- 1.1.13 **“Managing Director”** means the Managing Director of the Company from time to time.
- 1.1.14 **‘Particulars of Employment’** or **‘POE’** means the document issued to each Employee and compliant with section 15 of the Act.
- 1.1.15 **“Pension Contribution”** means the monthly contributions to the Maldives Retirement Pensions Scheme, all terms as defined in Law No. 8/2009 (Maldivian Pensions Act).
- 1.1.16 **“Probation”, “Period of Probation”** or **“Probationary Period”** means, commencing from the Effective Date, a period of 3 (three) calendar months, or the maximum period permitted by the Act, if such permitted period is longer than three calendar months. For the avoidance of doubt, the Probationary Period is applicable to new recruits only.
- 1.1.17 **“Place of Work”** means any place at which the Employee is designated by the Employer to work.
- 1.1.18 **“Point of hire”** means the place specified as such in the employee’s Particulars of Employment.
- 1.1.19 **‘Premises’** means the office, building, or such place of work specified in the Employee’s Particulars of Employment as the Employee’s designated Place of Work.
- 1.1.20 **‘Registered Medical Practitioner’** shall have the same meaning as defined in the Act.

- 1.1.21 **'Rest Day' or 'Off Day'** means the 24-hour rest period granted to the Employee after each Work Week.
- 1.1.22 **"Senior Management Positions"** means all positions above Supervisor Level.
- 1.1.23 **'Work Week'** means, unless otherwise provided in the POE, each period of up to 6 (six) consecutive days designated as working days for the particular Employee.
- 1.1.24 Where ever it is referred to a particular gender (eg; he / she) it also referred to an individual irrespective of the gender.

2 INTERPRETATION

- 2.1 Any reference to a statute or statutory provision includes a reference to any amendment or re-enactment of it.
- 2.2 Any reference to one gender includes a reference to the other gender, unless the context requires otherwise.
- 2.3 Any reference to the singular includes a reference to the plural and vice versa.
- 2.4 References to any clause, sub-clause, paragraph or schedule is to a clause, sub-clause, paragraph or schedule of or to this agreement.
- 2.5 The word "or" has the inclusive meaning represented by the phrase "and/or".
- 2.6 The word "property" includes all properties and assets of any kind or nature, tangible or intangible, real, personal or mixed.
- 2.7 The words "hereof," "herein," "hereunder" and similar terms refer to this Agreement as a whole and not to any particular provision.
- 2.8 Words denoting persons shall include individuals, partnerships, associations, and bodies corporate or unincorporated.
- 2.9 Reference to a clause or schedule is a reference to a clause of or a schedule to this Agreement.
- 2.10 Reference to any legislation shall include any amendment brought to it or any regulation or rule made under it.
- 2.11 Headings of clauses are for convenience of reference only and shall not be considered as part of the Agreement or an aid in its interpretation.
- 2.12 Where a word is defined, other parts of speech or grammatical forms of that word shall have corresponding meanings.

2.13 Reference to an agreement shall include any such agreement as executed revised amended modified or substituted.

3 DATE OF COMMENCEMENT

3.1 These General Terms are applicable to all Employees with effect from the Effective Date, subject to the following:

3.1.1 Certain terms and conditions contained herein may not be applicable or relevant to the particular Employee, or may be amended or modified by the relevant Particulars of Employment, in which case the Particulars of Employment will prevail to the extent so provided;

3.2 There will be no retrospective application prior to the Effective Date, unless expressly provided otherwise.

WORK AND ATTENDANCE

4 JOB DESCRIPTION AND DUTIES

4.1 The specific duties and responsibilities of each Employee are set out in the Job Description as stated in the Particulars of Employment, and the established Policies and Procedures of the Company or any Associated Company as may be in force from time to time. The Employer has the right to amend the Job Description from time to time, provided always that the changes are appropriate for the Employee's designation and salary. In addition to his normal duties, the Employee may be required to undertake, from time to time as the needs of the Company may reasonably require, such other duties as are appropriate for the Employee's designation and salary.

4.2 In general, every Employee must:

4.2.1 report to work punctually and keep his services available at all times of work as designated in this Contract;

4.2.2 faithfully and diligently perform his duties to ensure that his/her daily tasks are properly and efficiently completed during normal working hours.

4.2.3 respect and obey the lawful orders of his superiors and perform his duties as desired by the Employer;

4.2.4 take utmost care to protect the Employer's property and in no case adopt conduct harmful to the Company's interests;

- 4.2.5 not deceive or attempt to deceive the Employer with regard to any information or records, including the records of the Employee, acquired and/or maintained by or on behalf of the Employer;
- 4.2.6 not engage, directly or indirectly in any personal business at the Premises.
- 4.2.7 devote the whole of his time and attention during his working hours to the performance of his duties in order that the duties are completed within the allocated time.
- 4.2.8 follow the work rules and guidelines issued by the Employer at all times with respect to the Place of Work.

5 PLACE OF WORK

- 5.1 The Employee's normal Place of Work will be as stated in the Particulars of Employment.
- 5.2 Where different departments or business units within the Premises have similar positions to perform the similar tasks, the Employer is entitled to transfer or assign the Employee to any such position as may be deemed appropriate by the Employer from time to time, provided always that the Employee shall only be assigned or transferred to an equal or higher position than that he occupied prior to the transfer.
- 5.3 The Employer is entitled to carry out organizational restructuring in order to ensure efficiency, safety or any other consideration. In such event, the Employee's Place of Work may be changed to such other appropriate place as may be determined by the Employer, provided always that the Employee's working conditions are not materially affected.
- 5.4 With changes in time, business and economy, the management, organization and its reporting structure may undergo changes respectively. Any such change affecting your employment status or otherwise within the company shall be notified subsequently by way of written notification.
- 5.5 The Employer is entitled to temporarily relocate the Employee to such other Place of Work as may be deemed necessary by the Employer, provided always that the Employee's working conditions are not materially affected, and the period of such temporary relocation does not exceed 3 (three) consecutive months.
- 5.6 The employer is entitled to assign the employee on secondment to an Associated Company as may be deemed necessary by the employer, provided always that the employee's working conditions are not materially affected, and the period of such secondment does not exceed 9 (nine) consecutive months. In addition, the Company will reimburse such relocation and other incidental expenses as the Company considers fair and reasonable in the circumstances.
- 5.7 If the Employer requires the permanent re-location of any Employee to another Premises under the control of the Employer, the Employee shall be given at least 1 (one) months' notice of such relocation. In addition, the Company will reimburse such relocation and other incidental expenses as the Company considers fair and reasonable in the circumstances.

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5.8 The Employer has the right to issue rules and guidelines as the Employer deems necessary or appropriate relating to conduct of work at the various locations at the Premises.

6 WORKING HOURS

6.1 The aggregate normal working hours for each Work Week shall not exceed 48 (Forty-eight) hours per Work Week. For the avoidance of any doubt:

6.1.1 Time taken for rest, meals, tea, prayer or other breaks, whether permitted or otherwise, will not be included in the calculation of the working hours;

6.1.2 Overtime work required from time to time due to operational needs and requirements in accordance with Clause 7 below will not be included in the calculation of normal working hours.

6.2 The Company has full and complete discretion in determining the Employee's normal working hours and shall determine the same based on operational needs and requirements.

6.3 The normal working hours for Employees working in shifts will vary depending on a weekly roster that will be determined by the Employee's next higher level of authority or head of department.

6.4 Employees working on shift basis will be advised of the work times and shifts based on a rotating roster as determined by the relevant supervisor or unit manager.

6.5 Any other provision to the contrary in this Contract notwithstanding, nothing shall prohibit the Employer from requiring the Employee to attend to work either outside of normal working hours or on a day not falling within the Work Week, provided always that the Employee is neither required to work on his Rest Day, nor, strictly only where applicable, is the Employee expected to work overtime without requisite compensation as provided in this Contract.

7 OVERTIME

7.1 Depending on the operational needs and requirements, and subject always to Company policy as determined by the Board, the Employee may be required to work beyond his normal working hours, for which the Employee will be remunerated with overtime pay. For the avoidance of doubt, any work performed by the Employee in excess of 8 (eight) hours on any day shall be considered to be overtime work.

7.2 Overtime work should be approved by the Employee's unit manager within 24 hours of each occasion. Also the need for working overtime should be identified before the end of the shift and it should be approved by the immediate superior of the employee, before starting the overtime work.

7.3 Overtime work shall not exceed 2 (two) hours per day, except where authorized by the Employee's Head of Department.

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- 7.4 Where Breaks are granted pursuant to Clause 9 during the Overtime work, time taken for such Breaks will not be included in the overtime working hours.

8 DAY OFF OR REST DAY

- 8.1 Every Employee is entitled to a minimum of one Day Off or Rest Day after each Work Week. Employees who wish to accumulate their Day Off or Rest Day must sign a Supplementary Agreement with the Company to signify their agreement as required under the Act.

- 8.2 Employees who have signed the Supplementary Agreement, may be required to work without any Day Off or Rest Day, subject to the following:

8.2.1 No more than 8 (eight) consecutive Days Off or Rest Days may be accumulated over a period of 4 (Four) months.

8.2.2 The accumulation will depend on operational needs and requirement as determined at the absolute discretion of the Employer.

8.2.3 Days Off or Rest Days accumulated and pending will not be recompensed during calculation of final settlement, except where the Employer gives notice of termination to an Employee with pending accumulated Days Off or Rest Days, in which case the Employer reserves the right to recompense the Employee up to a maximum of 8 (eight) Days Off or Rest Days so accumulated.

8.2.4 Accumulated Days Off or Rest Days may not be taken in combination with any other planned leave.

8.2.5 Pursuant to the Act, the following days are considered as Public Holidays. Please note that other than these any other days declared as holidays by the Government shall be regarded as Government Holidays, and thereby not Public Holidays, unless and until specified in the Act:

Fridays | Day of commemoration of the birth of Prophet Muhammad | Day of commemoration of Maldives converting to Islam | Independence Day | First day of Ramazan | Day of Eid- ul- Fitr | Victory Day | Republic Day | Hajj Day | Day of Eid- ul-Ad'ha | National Day

- 8.3 For the avoidance of any doubt, Government Holidays are not Public Holidays unless defined as a Public Holiday in the Act, nor are they Rest Days unless they fall on a routine Rest Day for the Employee.

9 BREAKS

- 9.1 Each Employee will be granted a 30-minute meal break during the meal times, or not later than after 5 (five) consecutive hours of work, to be taken in consultation with the supervisor or unit manager, and in a manner that would not hinder the operations at the Premises.

- 9.2 The Employee will be granted a 15-minute break for each prayer period commencing during working hours. The supervisor or unit manager shall have the discretion to determine at which time the break will be allowed, provided always that it is granted no later than 4 (four) consecutive hours of work.
- 9.3 The Employee must promptly report back to work after each break.
- 9.4 Time taken for meals, prayer or other breaks, whether permitted or otherwise, will not be included in the working hours.

10 ATTENDANCE AND TIME-KEEPING

- 10.1 The Employee shall comply with the rules and procedures set by the Employer from time to time towards the maintenance of the attendance records of the Employee.
- 10.2 The Human Resources Department or the Employee's immediate superior must be informed as soon as possible (and in any event, no later than the second day) of any absence due to sickness or injury. In case of failure to comply with this provision, the absence will be deemed as unauthorized absence.
- 10.3 The Employee must clock-in when starting work at the beginning of the work day as well as when re-starting work after a break. Similarly, the Employee must clock-out before starting a break and at the end of the work day.
- 10.4 Absence for more than 2 (two) consecutive days must be supported by a medical certificate confirming incapacity to work issued by a Registered Medical Practitioner.
- 10.5 Where an employee's habitual absence, with or without a medical certificate, directly or indirectly affects the work or productivity of the Company, the employee may be requested to undergo medical examination or submit documentation to determine his fitness to continue in employment.

REMUNERATION AND BENEFITS

11 SALARY

- 11.1 The salary will be paid in arrears, during the first week of the succeeding calendar month. A monthly pay slip detailing gross pay, any deductions and net pay will be provided to the Employee.
- 11.2 In general, the salary will be deposited in the respective Employee bank accounts.
- 11.3 Upon receipt of the salary, the Employee must sign a receipt accurately reflecting the amount paid by the Employer.

11.4 The Employee shall bear the cost of any personal income taxes that may be introduced by the Government of Maldives and imposed on the Employee's earning during the term of his Contract of Employment.

12 OVERTIME PAY

12.1 Every Employee, except those employed at Senior Management Positions and On Call Staff, will be paid overtime pay for overtime work conducted as permitted in these General Terms and in accordance with the Act.

12.2 The rate of pay for overtime work for the Employee will be as stated below;

One and a quarter times the normal hourly pay rate for overtime on a normal working day.

One and half times the normal hourly pay rate for overtime on a Public Holiday.

13 PUBLIC HOLIDAY PAY

13.1 The Employee will be remunerated at the Public Holiday pay rate for work done on Public Holidays, as permitted in these General Terms and in accordance with the Act. For the avoidance of doubt, work done on Fridays shall count as work done on a Public Holiday.

13.2 The Public Holiday pay rate applicable to the Employee will be one and half times the normal daily pay rate.

13.3 The Employee may, subject to the conditions stipulated below, elect to be awarded as remuneration and instead of financial compensation, a day off in lieu ("Day Off In Lieu") for work done on Fridays:

13.3.1 The Day Off In Lieu shall be granted subject to operational requirements, staff availability and at the Employer's absolute discretion;

13.3.2 The Employee shall sign a Supplementary Agreement in respect of the Day Off in Lieu; and

13.3.3 The Employee's decision to seek the Day Off In Lieu shall be subject to a minimum lock-in period of 1 (one) calendar year from the date of commencement of the Supplementary Agreement. For the avoidance of doubt, the Employee shall not be permitted to prefer financial compensation in respect of work done on Friday for the duration of the Supplementary Agreement in respect of the Day Off In Lieu.

14 SERVICE CHARGE

14.1 Every Employee is entitled to a share of the service charge collection distributed by the Employer as provided in Clause 14.2 below.

14.2 The amount to be distributed from the service charge collection will be determined as follows:

14.2.1 The net amounts received during any calendar month will be accumulated till the end of the month.

14.2.2 The Employer will deduct 1% (one per cent.) of the net amounts accumulated prior to distribution;

14.2.3 The amount available for distribution will be divided equally among the Employees, provided however, Employees who have taken unauthorized leave or absence or any approved leaves other than Annual Leave, R&R Leave, off-day Collection and Off-day in lieu of Public Holidays, will not be entitled to service charge payments for the period of such leave or absence.

15 RAMAZAN BONUS

All Muslim Employees (local & Foreign) will be paid a Ramazan bonus in accordance with the Act.

16 DEDUCTIONS FROM SALARY

16.1 The Company is entitled to deduct the following dues and penalties from the Employee's salary prior to the payment of the salary:

16.1.1 Penalties for unauthorized absence from work;

16.1.2 Deductions for unpaid leave taken during the month;

16.1.3 Any dues or payments required to be deducted pursuant to law or court order;

16.1.4 Reimbursement or repayments in respect of the following, subject always that the aggregate of deductions in any month under this category does not exceed 1/3 of the Employee's gross salary:

16.1.4.1 Repayment of loans or advances given to the Employee;

16.1.4.2 Reimbursement for payments made on behalf of the Employee in connection with loans guaranteed by the Employer;

16.1.4.3 Reimbursement for payment of rent or purchase of accommodation for the Employee;

16.1.4.4 Payment for goods sold to the Employee;

16.1.5 Compensation payable by the Employee pursuant to Clause 32;

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16.1.6 In the event of premature termination by the employee, the amounts due from the employee pursuant to Clause 41.2.

16.2 Penalties for unauthorized absence from work will be deducted on the basis of the hourly rate, pro rata.

16.3 The Company:

16.3.1 will deduct 7% (seven per cent) of the Pensionable Wage (as defined in the Maldives Pension Act 8/2009) of all Applicable Employees' monthly Salary between the ages of 16 (sixteen) years and 65 (sixty five) years, as permitted by law. This 7% (seven per cent) deduction will be paid towards the Maldives Retirement Pension Scheme.

16.3.2 will pay an amount equal to 7% (seven per cent) of the Applicable Employee's Pensionable Wage towards the Maldives Retirement Pension Scheme, to fulfil the Company's obligation, as required by law.

17 EXCESS PAYMENTS

17.1 In the event of overpayment of wages or salary by the Employer for any reason, the Employee shall repay the overpaid amount within 10 days either of receipt of the said overpayment, or of notification of overpayment given by the Employer, whichever occurs earlier.

17.2 In the event the Employer overpays any expenses incurred by the Employee in the course of his employment, the Employee shall repay the excess amount within 10 days either of receipt of the said overpayment, or of notification given by the Employer.

18 STATUS OF NON-STATUTORY BENEFITS

18.1 The Employer may introduce, amend, vary and/or repeal any and all non-statutory benefits, whether pecuniary or otherwise, at its absolute discretion. The introduction, amendment, variation, and/or repeal of such benefits shall be communicated to the Employee either via inclusion in the Employee Handbook, or by means of a Supplementary Agreement.

18.2 The applicability, eligibility, limitations and guidelines for each benefit shall be as stipulated in the Employee Handbook, or a Supplementary Agreement, and may be amended, varied, and/or repealed at the absolute discretion of the Employer.

18.3 Any amendment, variation and/or repeal of any benefit shall be communicated to the Employee within 4 (four) weeks of the change taking place.

18.4 The Employee will not be entitled to any benefit arising, whether directly or indirectly, from a pre-existing medical condition, whether disclosed or not in the Employment Application Form, or

whether diagnosed or not in the Pre-Employment Medical Check-up. For the avoidance of doubt, a pre-existing medical condition is the existence of any sign or symptom for which treatment, medication, consultation, advice, or diagnosis has been sought, or received, by the Employee prior to the commencement of employment with the Company.

HOLIDAYS

19 ANNUAL LEAVE

- 19.1 Every Employee is entitled to 30 (thirty) working days leave (excluding public holidays) upon completion of 12 (twelve) consecutive months of work. Annual leave will be granted on a calendar year basis accrued at the rate of 2.5 days a month. Employees who have not completed 12 months at the end of the calendar year will be granted leave on prorated basis, subject always to their entitlement under the Act. The Annual Leave should be utilized before end of the following year.
- 19.2 Except as provided in 19.3 below, holidays may not be carried forward from one year to the next. No payment shall be made during the Employee's employment in lieu of holidays not taken.
- 19.3 Subject to operational requirements, staff availability and at the Employer's absolute discretion, the Employee may be allowed to take his annual leave entitlement for the previous year consecutively with that portion, pro rata, of the annual leave entitlement for the current year.
- 19.4 The Company will try to accommodate all reasonable requests relating to the time and duration of holidays but reserves the right to arrange holidays in a manner that gives due consideration to operational needs and requirements.

20 SICK LEAVE

- 20.1 Each Employee is eligible to a maximum of 30 (thirty) days sick leave during the course of each Employment Year, PROVIDED HOWEVER no more than 2 (two) consecutive days' sick leave may be granted unless supported by a medical certificate issued by a Registered Medical Practitioner requiring sick leave for the period claimed.
- 20.2 For the purposes of this clause, employee could apply for sick leave only if employee gets sick.

21 FAMILY OBLIGATIONS LEAVE

- 21.1 During each Employment Year, the Employee will be granted a maximum of 10 (ten) days paid leave to attend to family obligations such as attending to family members during illness. Applications for family Obligations Leave should be supported with relevant proof.
- 21.2 For the purposes of this clause, family members are limited to the Employee's spouse, children and parents.

22 OTHER STATUTORY LEAVE

- 22.1 Employees will be granted all other statutory leave (i.e. maternity leave, paternity leave and circumcision leave) in accordance with their entitlement under the Act.
- 22.2 Where the employee has two or more sons being circumcised at the same time, the leave entitlement for each son shall run simultaneously.

23 APPLICATION FOR LEAVE

- 23.1 The employee should apply for leave giving sufficient notice to the management, as specified below:
- 23.1.1 Annual Leave: at least 1 (one) month;
 - 23.1.2 Sick Leave: where Sick-Leave exceeds more than two (02) days, then on the 2nd days of such leave, a notice should reach to the reporting authority at least 03 hours prior to close of office hours.
 - 23.1.3 Maternity Leave: at least 1 (one) month;
 - 23.1.4 Paternity Leave: upon delivery of a child;
 - 23.1.5 Circumcision Leave: at least 10 (Ten) days;
- 23.2 Leave shall not be deemed granted unless and until the leave is approved in writing by the Company before the start of the leave. (This clause is applicable for annual leave, maternity leave and circumcision leave only)
- 23.3 In case of Family Obligations Leave, Sick Leave, and Paternity Leave, the start of the leave should be verbally informed to the reporting authority at the start of the leave. The Leave Application Form together with supporting documents should be submitted within 2 days of returning to work after leave.
- 23.4 Any unauthorised leave will be deducted from the Employee's accrued Annual Leave where there is any annual leave already accrued by the Employee.

HEALTH & SAFETY

24 HEALTHCARE

- 24.1 All Employees will be entitled for medical insurance in accordance with the Company's health insurance policy.
- 24.2 The Company will not be responsible for:
- 24.2.1 Any medical expenses incurred prior to the Effective Date;
 - 24.2.2 Treatment for any pre-existing condition or illness;
 - 24.2.3 Any dental or ophthalmic treatment;
 - 24.2.4 Subject to the Employer's absolute discretion, any treatment not directly connected with the Employee's work.

25 HEALTH AND SAFETY POLICY

- 25.1 It is the Company's policy to establish and maintain safe and healthy working conditions for all staff in accordance with current health and safety legislation.
- 25.2 It is also the responsibility of each Employee to take reasonable care to ensure the health, safety and welfare of himself, his colleagues and any visitors to our offices. The Employee shall cooperate with any measures introduced to promote health and safety and should bring to the attention of the appropriate supervisor or line manager anything which he feels is, or may become, a safety hazard.
- 25.3 Any infringement of the health and safety policy and rules could lead to disciplinary action and, in certain circumstances, to summary dismissal and civil and/or criminal liability.
- 25.4 The Employer reserves the right to require the Employee to undergo a medical examination at any time, subject to company policy.
- 25.5 The Employer reserves the right to require the Employee to undergo testing at any time for alcohol or drug abuse.
- 25.6 In the event that the Employee is hospitalized or is unable to perform his duties by reason of ill-health, accident or otherwise for more than 7 (seven) consecutive days, the company shall be entitled to order a medical evaluation as to the Employee's state of health and fitness for employment.
- 25.7 Should such medical evaluation result in a finding that the Employee is unfit to fully perform his duties under this agreement, the company shall be entitled to terminate his employment.

- 25.8 In the event of illness or disability necessitating the Employee's absence from work for more than 30 (thirty) consecutive days in excess of his statutory sick leave entitlement, the company shall be entitled to terminate his employment.
- 25.9 In the event of illness or disability resulting from the Employee's misconduct and necessitating his absence from work, the company reserves the right to discontinue payment of salary for the duration of such illness or disability.

STAFF FACILITIES AND SERVICES

26 ACCOMMODATION

- 26.1 During the course of employment with the Company, the Employee may, subject always to his entitlements as provided in the Particulars of Employment issued to him, be provided free accommodation at the Place of Work.
- 26.2 The Employee agrees to comply with the house rules issued from time to time by the Employer to maintain order, harmony and the well-being of all the employees.

27 MEALS

- 27.1 During the course of employment with the Company, the employee may, subject always to his entitlements as provided in the Particulars of Employment issued to him, be provided free meals at the Place of Work.

28 TRANSPORTATION

- 28.1 Subject to Clause 28.2 below, the Employee will be entitled to Annual Leave Passage, in connection with the Annual Leave, towards the cost of transport to and from the Employee's home base. For clarity, the Employee's home base is the location at which the Employee and/or his family is/are habitually resident.
- 28.2 Annual Leave Passage shall be provided by way of ticket purchased before the travel of the employee by the company., The Annual Leave Passage will be for public sea or air transport, using the most economical option available and as per company policy.

- 28.3 Should the employee decide not to return to his home base during his Annual Leave, he may utilize his Annual Leave Passage towards the cost of transport to another destination provided that the cost is less than or equal to that of transport to his home base.
- 28.4 Employees recruited from abroad will be provided economy class air ticket to travel on the cheapest route:
- 28.4.1 From the international airport closest to his home base to the Maldives to take up employment or while returning from his annual leave; and
- 28.4.2 To the international airport closest to his home base upon completion of his term of employment or while going on annual leave.

COMPANY PROPERTY AND DATA PROTECTION

29 CONFIDENTIAL INFORMATION AND TRADE SECRETS

- 29.1 The Employee shall keep secret and shall not at any time either during the employment, or after its termination, for whatever reason, use, communicate or reveal to any person for the Employee's own purposes or those of any other person, company or undertaking, any secret or confidential information about the business, finances or organization of the Company or any associated company, or its or their suppliers or customers obtained in the course of employment.
- 29.2 The Employee shall also use his best endeavors to prevent the publication, disclosure or use of any such information.
- 29.3 All records (electronic and otherwise) documents, drawings and other papers including private notes concerning the Company and all copies and extracts of them made or acquired by the Company in the course of the Employee's employment shall be used to further the purpose of the Company only and shall be property of the Company and shall be returned to it on demand at any time. A failure to comply with this provision shall result in immediate termination of employment.
- 29.4 Examples of the types of information that will be regarded as secret and confidential, will include, but not be limited to, the following examples, whether relating to the Company, an associated company or to any client, customer or supplier of the Company or any associated company:
- 29.4.1 marketing and sales policies and information, price lists, pricing structures, credit management policies and procedures, payment policies and procedures;
- 29.4.2 business plans;
- 29.4.3 suppliers and their production and delivery capabilities;
- 29.4.4 customers and details of their particular requirements;

- 29.4.5 financial information and plans;
 - 29.4.6 information about officers and Employees, and their entitlements;
 - 29.4.7 any information marked 'confidential' or which the Employee has been told is confidential or which the Employee might reasonably expect to be regarded as confidential; or
 - 29.4.8 any information given in confidence by clients, customers, suppliers or any other person.
- 29.5 The restrictions in this clause do not apply to:
- 29.5.1 any disclosure authorized by the Company or required by any court or tribunal or other authorized regulatory authority; or
 - 29.5.2 any information which the Employee establishes has in its entirety become public knowledge otherwise than through any unauthorized disclosure or other breach on his part of this clause or of any equivalent provision.

30 INTELLECTUAL PROPERTY

- 30.1 Any invention made in the course of employment or originated by using equipment or facilities owned by the Company shall belong to the Company.
- 30.2 The Employee agrees to assign to the Company with full title guarantee all present and future intellectual property rights in any invention made by him during the course of his employment with the Company and agrees to disclose promptly to the Company all documents and other materials relevant to any such intellectual property.
- 30.3 The Employee agrees to waive any moral rights that he has or may have against the Company or any of its Employees, officers or agents in any intellectual property originated by him in the course of his employment by the Company.
- 30.4 The Employee agrees to take such actions and execute such deeds and other documents that the Company considers may be necessary to substantiate, protect and maintain the intellectual property rights of the Company, without compensation additional to that provided for in his contract of employment. This clause will continue to apply following the termination of employment for whatever reason.
- 30.5 The Employee agrees that decisions relating to the substantiation, protection and maintenance of any intellectual property originated by him shall be at the sole discretion of the Company and he shall have no claim against the company in the event of any decision not to proceed with any such substantiation, protection or maintenance.

31 DATA PROTECTION

- 31.1 The Employee agrees that personal data relating to him and to his employment with the Company required for the effective administration of the Company may be collected, held (in hard copy and computer readable form) and processed by the Company.
- 31.2 The Employee agrees that the Company may process sensitive personal data relating to him including medical details and details of gender, race and ethnic origin. Personal data relating to gender, race and ethnic origin will be processed by the Company only for the purpose of monitoring the Company's equal opportunity policy and for ensuring that equal opportunities in employment are promoted and maintained.

32 COMPANY PROPERTY

- 32.1 The Employee shall be responsible for the proper use, maintenance and upkeep of all company property entrusted to his care.
- 32.2 The Employee shall compensate the Employer for any damage caused, except for that caused by normal wear and tear, to the company property entrusted to his care.
- 32.3 The Employee understands and acknowledges that the Premises is private property and that the Employer has the absolute right to grant, and withdraw at any time, permission to enter and remain on such property, and also to prevent any unauthorized use of such property.
- 32.4 The Employee further understands, accepts and acknowledges that he is only permitted to enter and remain on the Premises conditional upon fulfilling the terms of his contract of employment, and that any unauthorized interruption of the Employee's fulfillment of his contract of employment shall render such permission to enter and remain on the property null and void.
- 32.5 The Employee understands, accepts and acknowledges that industrial action being likely to result in the withdrawal of service at the Premises; or personal injury to any person; or the destruction of, or damage to, property; or the unlawful taking, keeping or use of property; or substantial loss or damage to the Employer's business, his participation in industrial action shall not absolve him of liability for any injury, loss or damage caused as a result of such industrial action.
- 32.6 Where any loss to the Employer's property or business is caused by the Employee knowingly performing, or refraining from performing, any act, the Employee shall reasonably compensate the Employer for such loss.

STAFF APPRAISAL, GRIEVANCES, DISCIPLINARY PROCEDURES AND TERMINATION

33 STAFF APPRAISAL

33.1 The Employee's performance shall be subject to regular review.

34 GRIEVANCES

34.1 The Company realizes that there will be occasions when Employees may wish to raise formally issues or complaints about the Company or other Employees. Such grievances will be dealt with in accordance with the grievance procedure established by the Company. For the avoidance of doubt, the grievance procedure may be amended from time to time at the sole discretion of the Employer.

34.2 The Chairman, or such other person as may be designated by the Chairman for that purpose, will consider the Employee's grievance and will then notify the Employee of his/her decision within 7 business days.

34.3 The Employee agrees to follow the grievance procedure before initiating any form of individual or collective industrial action against the Employer.

35 DISCIPLINARY PROCEDURES

35.1 The Employee recognizes that it is essential to maintain high standards of performance and behavior. In this regard, the employee must promptly obtain necessary police clearances regarding himself, upon request by the employer at any time during the period of employment. The Company may issue such rules and guidelines as the Company deems reasonable to maintain these standards and discipline. The rules and guidelines may be amended from time to time by the Company.

35.2 The Company will keep the Employees informed and aware of any rules or guidelines that the Employees are required to follow, and prior notice will be given before any changes come into effect.

35.3 The principles and procedures that will be followed by the Company in cases of disciplinary action and/or dismissal are contained in Annex A of these General Terms. The Company may take disciplinary action, including dismissal, against anyone whose performance or conduct falls below those standards.

35.4 The Company may impose any of the penalties described in Clause 35.3 upon the Employee in the event of his breach of this Contract of Employment or due to misconduct. The following are some examples of situations where penalties may be imposed:

- (a) Incompetence
- (b) Poor performance and/or unsuitability
- (c) Failure to observe established policies & procedures
- (d) Abusive behavior

- (e) Damage to Company or others' property
- (f) Unauthorized absence from work, not amounting to gross misconduct
- (g) Causing the good name of the Company to fall into disrepute.

35.5 The following are some examples of penalties that may be imposed by the Company:

- (a) **Warnings:** the Company may, by notice in writing, issue a warning to the Employee.
- (b) **Demotion:** the Company may, by notice in writing, demote the Employee and change his terms and conditions of employment arising from such demotion. In particular there may be reduction of the Employee's wages and/or loss of benefits and/or privileges consequent upon such demotion.
- (c) **Suspension:** the Company may, by notice in writing, suspend the Employee without pay. The notice will specify the dates of the Employee's suspension and conditions applicable.
- (d) **Dismissal:** Dismissal will be notified to the Employee in writing.

36 GROSS MISCONDUCT

36.1 Without prejudice to the generality and without setting out a comprehensive definition of the expression, "gross misconduct" may include:

- 36.1.1 breach of confidentiality;
- 36.1.2 failure to report to work for more than 3 (three) days without an acceptable reason;
- 36.1.3 theft, fraud or other criminal offence;
- 36.1.4 serious bullying or harassment;
- 36.1.5 deliberate falsification of clocking or time-keeping records;
- 36.1.6 Refusal to carry out duties or willful disobedience of proper and reasonable instructions;
- 36.1.7 serious insubordination;
- 36.1.8 serious breaches of health and safety rules;
- 36.1.9 dishonesty;
- 36.1.10 possession of or viewing/downloading pornographic material from the internet;
- 36.1.11 Falsification of reports, accounts, expense claim, gift receipts or sickness forms;
- 36.1.12 Unauthorized possession or use of Company property or facilities;
- 36.1.13 Violent, dangerous or intimidatory behavior;
- 36.1.14 Unauthorized acceptance of gifts;

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- 36.1.15 Possession of prohibited drugs, and unauthorized possession of alcohol;
- 36.1.16 Intoxication by reason of drink or drugs;
- 36.1.17 Being convicted of a criminal act;
- 36.1.18 Violation of the Company's code of conduct;
- 36.1.19 Abusive behavior;
- 36.1.20 Posting or removing or changing any notices, signs or writings on a company property without prior approval.
- 36.1.21 Hiding or Misrepresentation of pre-existing serious medical condition or any transmittable diseases.
- 36.1.22 Destruction, damaging, the company property, tools, machines, equipment of the company, its employees and any third party working for the company under contract.
- 36.1.23 Possession of any items falls under the category of weapons, or any item which could be used as a weapon, out of its normal course of use.
- 36.1.24 Soliciting for obtaining tips, rewards or any undue benefits from the Customers, Suppliers and Partners of the Company.
- 36.1.25 Smoking in areas within the company premises, which are marked as non-smoking areas and guest areas.
- 36.1.26 Misrepresentation or omission of personal data during recruitment.
- 36.1.27 Any other behavior that the Company deems to be gross misconduct.

37 SUSPENSION AND DEMOTION

- 37.1 If the Company has reasonable grounds to suspect gross misconduct on the part of the Employee, the Company may suspend the Employee while the matter is investigated, as well as after investigation if the Employee's gross misconduct is established. The Contract of Employment, if the Employee is suspended, will be deemed to continue. However, the Employee will not be entitled to access to any of the Company premises except with the prior written consent of the Board of Directors and subject to such conditions as the Board of Directors may impose. Any decision to suspend the Employee will be notified to him and confirmed in writing.
- 37.2 If the Employee's gross misconduct is established, the Employer is entitled to demote the Employee to a lower grade of employment and reduce his salary and benefits accordingly.

- 37.3 If an Employee is suspended, he shall not be entitled to receive benefits such as service charge distribution for the period of suspension, except in the event his misconduct is not established.
- 37.4 The Employer reserves the right to require the Employee to only undertake such special duties, and to refrain from such of his regular duties, as the Employer may direct, where that Employee has been:
- 37.4.1 placed under investigation by any government agency; or
- 37.4.2 charged with a criminal offence; or
- 37.4.3 suspended for alleged gross misconduct, and the period of suspension has exceeded the statutory limit.

38 RETIREMENT FROM EMPLOYMENT

- 38.1 Retirement age for all employees is 65 (sixty-five) years. This means when they reach the age of 65 their existing contract term will come to an end.

39 TERMINATION WITH NOTICE

- 39.1 Either the Employer or Employee may terminate the employment by giving to the other party the relevant duration of notice under the Act.
- 39.2 If written notice of termination of employment is given by the Employer, the Company may in its sole and absolute discretion terminate the employment immediately by paying the Employee's salary in lieu of any required period of notice together with any accrued holiday pay up to the date notice is given. The Employee will not be entitled to any additional compensation in respect of any holiday that would otherwise have accrued during the notice period.
- 39.3 If written notice of termination of employment is given either by the Employee or by the Company, the Company reserves the right either to require the Employee during the notice period to perform such duties as the Managing Director may determine, or to require the Employee not to undertake any duties and to exclude the Employee from any premises of the Company or any associated company. In either case the Company will continue to pay the Employee's normal salary and provide all other benefits during the notice period.
- 39.4 If written notice of termination of employment is given by the Employee, the Company may in its sole and absolute discretion terminate the employment immediately by paying the employee's salary up to the date of notice together with any accrued holiday pay up to the same. The employee will not be entitled to any additional compensation in respect of any pay that would otherwise have accrued during the notice period.

40 TERMINATION WITHOUT NOTICE

- 40.1 The Company reserves the right to terminate the employment summarily by written notice and without any payment in lieu of notice if it has reasonable grounds for believing that the Employee is liable for gross misconduct, gross negligence or any other serious breaches of Company rules or the contract of employment, or if continuing to keep him in employment is likely to be detrimental to the Employer or workplace.
- 40.2 During the employee's period of probation, either party to this contract of employment may terminate the employment without notice.
- 40.3 Where the Employee has been suspended pursuant to Clause 37.1, and he is subsequently convicted of an offence, the Employer reserves the right to summarily terminate the employment without notice and without any payment in lieu of notice.

41 RETURN OF COMPANY PROPERTY AND CLEARANCE OF DUES

- 41.1 On the termination of the Employee's employment, for whatever reason, the Employee shall immediately:
- 41.1.1 return to the Company all documents, books, materials, records, correspondence, notes, reports, papers, data, software, manuals and information, in whatever form held, (including summaries and extracts of these) relating to the Company or any associated company, and any other property of the Company or any associated company including, but not limited to, any uniforms, access card for Point of Sales system, Company-provided mobile phones, computers, software, hardware, equipment, keys, credit cards which are in the Employee's possession, custody, care or control. The Employee will be required to confirm in writing that he has complied fully with the terms of this sub-clause;
 - 41.1.2 Delete any information or records, however stored, relating to the business of the Company or any associated company, which the Employee possesses or controls outside the Company premises. The Employee will be required to confirm in writing that he has complied fully with the terms of this sub-clause;
- 41.2 The employee shall return any and all company property in his care or possession immediately upon demand by the employer for the same, and shall make full clearance of dues for any damage caused to such property.
- 41.3 Where the Employee terminates the employment without giving the notice specified in Clause 39.1, the Employee shall recompense the Employer for all reasonable expenses incurred by the Employer in recruiting the Employee's replacement, which shall include, without limitation:
- 41.3.1 costs of medical examination of the Employee's replacement;
 - 41.3.2 transportation costs of the Employee's replacement;

- 41.3.3 any losses caused by the shortfall in Employees;
- 41.3.4 any losses directly attributable to the Employee's resignation without adequate notice, and known to the Employee beforehand;
- 41.3.5 wages of temporary staff, where required to be employed for the interim;
- 41.4 Where the employee terminates the employment within the first 12 (twelve) months, he shall reimburse the Company the total cost of recruiting him, including tickets, visa fees, medical examination expenses, and (where applicable) costs of transportation of personal effects.
- 41.5 Where an Employee has been terminated under Clause 40.3 above, the Employee accept, agrees, and acknowledges that:
 - 41.5.1 such termination shall take effect from the date of commencement of suspension; and
 - 41.5.2 he shall be liable to fully compensate the Employer in respect of:
 - 41.5.2.1 the total cost of recruiting the Employee himself, including tickets, visa fees, medical examination expenses, and (where applicable) costs of transportation of personal effects; and
 - 41.5.2.2 any payments made, whether as wages or benefits, to the Employee over the course of the period of suspension; and
 - 41.5.2.3 any expenses incurred by the Employer in maintaining the Employee during the period of suspension, including, but not limited to, food and accommodation charges, work permit and visa fees, transportation costs, and any other related costs.

MISCELLANEOUS

42 CODE OF CONDUCT

- 42.1 Every Employee shall adhere strictly to the Code of Conduct issued by the Employer from time to time as the Employer deems necessary or appropriate relating to staff conduct at the Premises.

43 NOTICES

- 43.1 Any notice under this agreement shall be in writing and may be delivered personally or sent by post (airmail if overseas) or by facsimile machine. Notices of general application for all Employees shall be deemed served if the notice is displayed on notice-boards at the work place and the staff common room.

43.2 The address for service of the Company for service of notices shall be its registered office and any such notice should be marked for the attention of the Human Resources. Any notice to the Employee from the Company will be to the address stated in this agreement or to any other permanent address which the Employee notifies to the Company. The Employee is required to notify the Company of any changes to his address and telephone number.

44 COLLECTIVE AGREEMENTS

44.1 This agreement sets out a part of the entire agreement and understanding between the parties in connection with the Employee's employment together with any terms expressed or implied by law. The following documents shall together form the contract of employment:

44.1.1 General Terms and Conditions of Employment;

44.1.2 Particulars of Employment;

44.1.3 Any Supplementary Agreement (if signed).

45 VARIATION AND AMENDMENTS

45.1 The Employer is entitled to amend these General Terms as and when deemed necessary, provided always that no such amendment shall be effective until the expiration of at least 7 (seven) days from the notification of such amendment as provided in Clause 43.

45.2 Any amendments to the Particulars of Employment will be made by mutual agreement between the Employer and the respective Employee. For the avoidance of any doubt, this does not include any part of the General Terms included in the Particulars of Employment by way of reference or re-statement.

45.3 Where any changes occur in the law with respect to any matter contained in this Contract of Employment, the Employer reserves the right to amend any terms in this contract in order to more fully comply with the law.

45.4 Notwithstanding any provision to the contrary in any agreement between the Employee and the Employer, any amendments to applicable law or regulations whereby any rights or benefits granted to the Employee by law are reduced or removed entirely, such amendments will have effect, and those rights or benefits reduced or removed entirely, as the case may be, and the contract so amended, from the date of such amendments coming into force, without the need for the Employee and the Employer to enter into any further agreement doing so.

46 SEVERABILITY

46.1 The various terms and provisions of this agreement are severable and if any term or provision in this agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any rule of law or enactment, such term or provision or part shall to that extent be deemed not to form part of this agreement, but the enforceability of the remainder of this agreement shall not be affected.

47 WAIVER

47.1 The forbearance or failure by any party to this Contract of Employment to exercise or enforce in any instance any of the terms or conditions of this contract, or to insist upon strict performance by the other party of any of the provisions of this contract, shall not constitute or be deemed a waiver of that party's rights thereafter to enforce each and every term and condition of this contract, nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.

48 PREVIOUS AGREEMENTS

48.1 This agreement cancels and is in substitution for all previous letters of engagement, agreements and arrangements (whether verbal or in writing) between the Employee and the Company, all of which shall be deemed to have been terminated by mutual consent.

49 EMPLOYMENT OF EXPATRIATES CONDITIONAL UPON VALID WORK PERMIT

49.1 The continuation in employment of any expatriate Employee shall be conditional upon the possession of a valid work permit issued by the relevant government authority. The Employee hereby acknowledges and agrees that the cancellation, or refusal to renew the work permit, for any reason whatsoever by the relevant government authority shall result in the termination of the employment upon the expiry of the current work permit.

49.2 The Employee shall provide all relevant documentation required for the renewal of the work permit. Any cost incurred due to a delay in providing the necessary documentation shall be borne by the Employee.

49.3 The Employer shall, upon the submission of the said relevant documents, take all reasonable measures, at the Employer's own expense, to renew the work permit before its expiry.

49.4 Such termination of employment as described in Clause 49.1 above shall be deemed to have been by mutual consent with notice.

49.5 The Company shall not be required to pay the Employee's salary in lieu of any required period of notice

50 REPATRIATION OF EMPLOYEE UPON TERMINATION

50.1 Where the employment is terminated by the Employer through no fault of the Employee, the company will bear the cost of relocation and travel to the Employee's point of hire.

50.2 Where the employment is terminated by the Employer for cause, the company will bear the cost of relocation and travel to the Employee's point of hire.

50.3 Where the Employee resigns during the term of contract, no repatriation passage and relocation expenses will be provided by the Employer.

51 NON-COMPETITION

51.1 The employee shall not, at any time during the period of his employment and without the written consent of the employer, enter into service, nor be employed in any capacity by any person, firm or organization other than the company and will not be engaged in any undertaking or carry on any business of a similar or competing nature.

51.2 The Employee shall not, after termination of his employment:

51.2.1 represent himself, or permit himself, to be held out as being in any way connected with the business of the Company, Associated Companies or Affiliates (“Protected Entities”):

51.2.2 within a period of 12 twelve months commencing from the date of termination of employment, directly or indirectly, whether as a principal, employee or agent, solicit, entice away or endeavor to solicit or entice away from the company any employee, contractor, consultant or director of the Protected Entities.

52 APPLICABLE LAW AND JURISDICTION

46.1 This agreement shall be governed by and construed in accordance with Maldivian law and each party to this agreement submits to the exclusive jurisdiction of the Maldivian courts.