



EMPLOYMENT AGREEMENT

This Agreement is made and entered upon reaching to Iraq and valid till one year from joining; renewable for the same period.

Najlaa International Catering Service located in Sharq Tower, 16th Floor, Sharq, Kuwait and P.O. Box 64457 Shuwaikh-B, Kuwait (the ("Employer")); **WEERASINGHE KANKANALAGE, SENEVIRATNE BANDARA** holder of **SRI LANKAN** Passport Nr. **N-1326256** valid until _____ (the "Employee").

WHEREAS, the Employer has offered to the Employee the position of **STORE SUPERVISOR** on the basis of his/her previous experience in that field and the Employee has accepted said position.

IT IS HEREBY AGREED AS FOLLOWS:

1. Position and period of Employment

The Employer hereby appoints the Employee for the position of **STORE SUPERVISOR** to perform the obligations set forth under this Position commencing upon arrival to Iraq until terminated in accordance with the provisions hereunder. The Employee shall carry out his duties set forth in the Position Description and / or as the Employer shall direct from time to time.

The employee understands and agrees that the Employer reserves the right to alter the employee's duties based on its assessment of its needs and the Employee's qualifications, and that the Employer may assign the Employee to work in location outside Kuwait.

2. Work Schedule

The Employee agrees to work 12 hours, 7 days a week and as many hours as may be required for the performance of the Employee's duties.

3. Probation

The Employer shall have the right to terminate the services of the Employee without notice during the **Employee's 90 days probationary**.

4. Remuneration and Entitlement to Vacation

The Employee shall receive, upon the satisfactory completion of the probationary period; an all **inclusive salary shall become USD (700)** to be paid at the end of every month from the employee work period. Also, the employee shall be entitled to vacation once a year for 3 weeks;



5. Fees and Taxes

Unless otherwise is agreed by the Employer in writing, the Employee shall bear any dues, levies and taxes imposed by the Kuwaiti Government, any instrumentality thereof or any other concerned Government. Where required by applicable regulations, such dues, levies, fees and taxes shall be deducted by the Employer from the Employee's salary and benefits.

6. Discretionary Benefits

Any bonus, incentive pay, commission or any benefit that may be paid to the Employee from time to time shall be wholly discretionary on the part of the Employer and shall not constitute nor is it to be considered part of the Employee's salary for calculating any severance or other termination benefits to which the Employee may be entitled to upon the termination of this Agreement.

7. Employee's Covenants and Warranties

- During the term of this Agreement, the Employee shall use his best efforts to promote the interests of the Employer, and agrees that he shall not be engaged in, concerned with or interested in, directly or indirectly and for pay or otherwise, any business activity, other than the Employer's business activities, without the prior written consent of the Employer.
- At all times during the performance of his duties under this Agreement, the Employee shall strictly adhere to all policies and procedures that are now, or may hereafter, be established from time to time by the Employer.
- The Employee warrants that he is not in breach of any agreement or undertaking in entering into this Agreement and agrees to fully indemnify the Employer in respect of all loss, damage, costs or expenses, including legal and court fees, that may be incurred by the Employer as a result of a breach of this warranty which shall survive the termination of this Agreement.

8. Responsibility And Assumption of risk

- After signing this contract each employee working in IRAQ needs to forget residency matters or all other issues related to Kuwait or any other previous country.
- Employer is solely responsible to return the employee to country of origin upon terminating this contract or for any other reasons determined by the employer



9. Confidentiality

The Employee must not make use of, divulge or communicate to any person (other than with proper written authority) any of the trade secrets or other confidential information of or relating to the Company (including, but not limited to, details of customers, consultants, suppliers and potential suppliers, product details, prices, discounts, specific product applications, existing trade arrangements of terms of business) which the Employee may have received or becomes aware of as a result of being in the service of the Company. This restriction shall continue to apply without limit of time after the termination of the Employee's employment howsoever caused but shall cease to apply to information which may come into the public domain, otherwise than a result of the Employee's own act or default.

10. Non-Competition

The Employee agrees that he will not compete in any way, whether as an employee or not, in any business which competes with or similar to the business of the Employer. In the event of, and following, termination of this Agreement, regardless of the time, manner or cause of termination, the Employee will not for a period of (2) year, either directly or indirectly, approach, entice, solicit or interfere with employees, clients or suppliers of the Company with whom the Employer had business dealings or contacts during the currency of this Agreement.

11. Condition Precedent

This Agreement is conditioned upon the employee medical fitness to the job occupied, thus if any Positive medical symptoms appeared which is against the employer's rules and regulations this Agreement is said to be null and void.

12. Termination of Employment

- The Employer may terminate this Agreement at any time by giving the other party written notice of not less than (10) days prior to the effective date of such termination.
- This Agreement may be terminated immediately by the Employer without notice if the Employee breaches the confidence of the Employer, violates professional ethics, misrepresents his qualifications, neglects to perform his duties hereunder or commits any wrong-doing in violation of the applicable law.
- In case of resignation before completion of one year of service. Whether for working with another company or going back to his country unless it is for force majeure. The employee will bear total fees of 2500 USD to cover (medical test, recruitment fees, and ticket from his original country, residency fees, ticket to and from Iraq, and other expenses).



- In case of resignation before the period of one year of service, the employee should provide the company a notice of 45 days to provide the company an adequate time frame for replacement. An employee can't decide to resign today and stop from working.

13. Consequences of Termination

Upon the termination of this Agreement, irrespective of the reasons for such termination, the Employee shall forthwith deliver to the Employer, or otherwise dispose of as the Employer may direct, any property or documents whatsoever relating to the Employer which the Employee may have in his possession or under his control. Furthermore, the Employee shall forthwith cease and desist from all use whatsoever of any proprietary or Confidential Information.

14. Severability

If at any time one or more provisions of this Agreement are or become invalid, illegal or unenforceable in any respect under the laws of Kuwait, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

15. Notices

Any notice required or permitted to be given or made under this Agreement shall be in writing and shall be deemed sufficiently served if sent by registered mail, email or facsimile to the other party at the address shown at the beginning of this Agreement, or at such other address for which such party gives notice hereunder. Any change of address by either of the parties shall be notified to the other forthwith.

16. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the Kuwaiti Labor Law (Private Sector) and any dispute arising out of this Agreement or in relation thereto shall be referred to and settled by the Courts of Kuwait.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above and each party has received a copy thereof to implement it.

Najlāa International Catering Services Employee

By:

Name: **Houry Awadis**
Title: **Operation Manager**

By:

Name: **WEERASINGHE KANKANALAGE, SENEVIRATNE BANDARA**
Title: **STORE SUPERVISOR**
Employee no: **C8-0078**



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- In case of employee performing any strike or stop working the employee will pay an amount of 2500 USD for disrupting the work.

Najlāa International Catering Services Employee

By:

Name: **Houry Awadis**
Title: **Operation Manager**

By:

Name: **WEERASINGHE KANKANALAGE, SENEVIRATNE BANDARA**
Title: **STORE SUPERVISOR**
Employee no: **C8-0078**