

**Disclaimer:** This Employment Contract is not to be deemed, considered or relied upon as legal advice and should not be treated as a substitute for specific advice concerning individual employment situations obtained from your own independent legal advisors. This Employment Contract sets out the minimum employment standards applicable in ADGM pursuant to ADGM Employment Regulations of 2024 (which may be amended from time to time without notification). The Employer may provide terms and conditions of employment that are more favourable to the Employee than those required by the ADGM Employment Regulations of 2024, which can be found [here](#).

### **Instructions**

**Please refer to the following instructions to aid in finalizing your employment contract:**

- Any bolded text in these highlighted square brackets, **[ ]**, must be reviewed by the Employer. The Employer will need to choose between different options provided or include information specific to the employment relationship.
- Once the Employer has included the correct information or has made a selection on the text options provided, please make sure to delete any square brackets and remove any highlights as well as any instructive text.
- The footnotes are there to provide additional information regarding certain clauses or terms. Please make sure they are deleted prior to signing the contract.
- **Before signing this contract, please ensure that:**
  - All inserted information is correct (\*if you have added any new clauses or deleted the clauses provided, please ensure that cross-references are correctly updated)
  - All highlights are removed
  - All footnotes are deleted
  - All square brackets are removed
  - This [page is deleted](#) in its entirety

# Employment Contract

between

[Insert name of employer]

(the "**Company**")

and

[Insert name of employee]

(the "**Employee**")

[Insert the date the employment contract is signed]

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THIS EMPLOYMENT CONTRACT is made and entered into on this [insert day] of [insert month] [insert year] (the "Contract").

**BETWEEN:**

1. [Insert name of Company], a [insert type of Company (e.g., Private Company limited by Shares)] duly registered with the ADGM Registration Authority and licensed under commercial licence number [insert commercial licence number], having its registered office at [insert ADGM address] (the "Company"); and
2. [Insert full name of Employee as per passport], a [insert nationality] national, holder of passport no. [insert passport number] (the "Employee"),

each a "Party" and together, the "Parties".

**WHEREAS:**

- a) The Company has made an offer of employment to the Employee.
- b) The Employee has accepted the offer of employment in accordance with the terms of this Contract.

**THE PARTIES AGREE** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1. In this Contract, unless the context otherwise requires, the following expressions shall have the following meanings:

"ADGM" means the Abu Dhabi Global Market, a financial free zone established by virtue of Abu Dhabi Law no. 4 of 2013, as amended, whose address is ADGM Authorities Building, ADGM Square, Al Maryiah Island, P. O. Box 111999, Abu Dhabi, United Arab Emirates;

"Basic Wage" shall have the meaning set out in clause 6.2;

"ADGM Employment Regulations" means the ADGM Employment Regulations 2024, as amended;

"UAE" means the United Arab Emirates;

"Wages" shall have the meaning set out in clause 6.2;

"Year" means the period of 12 months in a Gregorian calendar starting on 1 January and ending on 31 December.

- 1.2. The recitals and schedules form part of the operative provisions of this Contract and references to this Contract shall, unless the context otherwise requires, include references to the recitals and schedules.

## 2. EMPLOYMENT TERM

- 2.1. The Company shall employ the Employee as **[insert position]** and the Employee shall serve the Company in such position in accordance with the terms of this Contract.
- 2.2. The Employee's employment with the Company shall commence on **[insert the Employee's first day of work]** (the "Commencement Date").
- 2.3. **[Please use this clause for "unlimited employment contracts":]** [The Employee's employment shall continue until terminated in accordance with this Contract.]
- OR**
- [Please use this clause for "limited employment contracts":]** [The Employee's employment shall, subject to clause 16, continue for a period of **[three (3)]** years ("Initial Term"). [At the end of the Initial Term, the employment shall be renewed automatically and on the same terms for a further term of one (1) year from the expiry of the Initial Term and thereafter, for such further periods as the Parties may agree in good faith not less than one (1) month prior to the end of the one (1) year extension of the Initial Term]].
- 2.4. The Company shall obtain, maintain and pay the cost of the Employee's work permit, Company sponsored UAE residency visa and UAE identity card, as applicable.

## 3. HOURS OF EMPLOYMENT

- 3.1. The Employee's normal working hours shall be **[insert time]** a.m. to **[insert time]** p.m. **[Monday to Friday]**<sup>1</sup> together with such additional hours as are necessary for the proper performance of the Employee's duties.
- 3.2. **[Please use this clause if the Employee is not eligible for overtime payments. Further information can be found in the footnote:]** [The Employee shall not be entitled to receive any additional or overtime payment for work performed outside the Employee's normal working hours.]<sup>2</sup>

**OR**

**[Please use this clause if the Employee is eligible for overtime payments. Further information can be found in the footnote:]** [The Employee shall be entitled to overtime compensation for work performed outside the Employee's normal working hours in accordance with Company policy regarding overtime.]<sup>3</sup>

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<sup>1</sup> Please include the relevant working days.

<sup>2</sup> ADGM Employment Regulations are silent on the Employee's overtime entitlements. This is a matter to be decided and agreed in the Employment Contract or in the Company's internal HR policy.

<sup>3</sup> Please include the correct reference to an internal Company policy detailing any overtime entitlements, or please include relevant overtime calculations into this Employment Contract.

#### 4. PROBATIONARY PERIOD

The first [insert number]<sup>4</sup> months from the Commencement Date shall be a probationary period. During the probationary period, the Employee's performance and suitability for continued employment will be monitored. The Employee may be dismissed at any time during this probationary period without cause on one (1) week's written notice or for cause without notice or pay in lieu of notice.

#### 5. PLACE OF EMPLOYMENT

[Please use this clause if the Employee is not a remote employee:] The Employee's place of employment shall be [insert Company address] but the Employee may be required to temporarily work at such other places in the UAE or elsewhere as reasonably determined by the Company from time to time within ordinary course of business.]

**OR**

[Please use this clause if the Employee is a remote employee:] The Employee's place of employment shall be [insert Employee home address] but the Employee may be required to work temporarily at such other places in the UAE or elsewhere as reasonably determined by the Company from time to time within ordinary course of business.]

#### 6. WAGE AND ALLOWANCES

- 6.1. The Employee shall be paid a wage of AED [insert amount] per month subject to such deductions as are permitted by the ADGM Employment Regulations (the "**Wages**").
- 6.2. The Wages is inclusive of allowances and allocated as follows:
  - a) basic wage of AED [insert amount] (the "**Basic Wage**");
  - b) accommodation allowance of AED [insert amount]; and
  - c) transportation allowance of AED [insert amount]<sup>5</sup>.
- 6.3. The Wages shall be payable on the [insert date of every month]<sup>6</sup> by [bank credit transfer<sup>7</sup>].
- 6.4. The Company shall make available to the Employee, on or around the date on which the Employee is paid their Wages, a pay statement that includes:

<sup>4</sup> In accordance with Section 8(1) of the ADGM Employment Regulations, the probationary period should not exceed 6 months. If the employment term is less than 6 months, the probationary period should not exceed half of the period of the employment term (e.g., if the employment term is 5 months, the probationary period should not exceed 2.5 months).

<sup>5</sup> Please amend as necessary to include other allowances or if the Employee is paid on a flat rate, piece rate, commission or other incentive basis.

<sup>6</sup> Please amend as necessary if the Employee is paid on other terms, such as weekly basis.

<sup>7</sup> Please amend as necessary to include any other wage payment methods.

- a) the amount of the Wages payable; and
- b) the amount of and reason for any deductions from the Wages.

## **7. VACATION LEAVE**

- 7.1. Subject to clause 7.3, the Employee shall be entitled to [20]<sup>8</sup> working days as vacation leave in each Year<sup>9</sup> in addition to the UAE national holidays declared as public holidays, during which the Employee will be paid their daily Wage for any national holiday which falls on a working day.
- 7.2. Vacation leave shall be taken at such time or times as may be approved in advance by the Company.
- 7.3. During the Year in which the Employee's employment commences, the Employee shall be entitled to a proportion of the Employee's vacation leave entitlement as shall have accrued on a *pro rata* basis. During the Year in which the Employee's employment terminates, the Employee shall be entitled to a proportion of the Employee's vacation leave entitlement as shall have accrued on a *pro rata* basis.
- 7.4. On termination of this Contract:
  - a) the Employee shall be entitled to receive payment in lieu of any vacation leave entitlement which has accrued prior to the date of termination but is unused; or
  - b) the Company shall be entitled to make deductions from the Employee's yearly Wages in respect of any vacation leave taken in excess of the entitlement accrued prior to the date of termination.

## **8. SICK LEAVE AND SICK PAY**

- 8.1. The Employee shall be entitled to sick leave not exceeding a maximum of 60 working days in aggregate in any 12 month period.
- 8.2. The Employee shall be entitled to sick pay based on the Daily Wage (as defined in the ADGM Employment Regulations) as follows: one hundred percent (100%) of the Employee's Daily Wage for the first 10 working days; fifty percent (50%) of the Employee's Daily Wage for the next 20 working days and the remaining 30 working days with no pay.
- 8.3. The Employee shall comply with the ADGM Employment Regulations and internal requirements of the Company concerning notification, self-certification and the provision of medical certificates.

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<sup>8</sup> This is the minimum required. Please amend as necessary if the number of days is higher.

<sup>9</sup> Please amend the definition of "Year" in this Employment Contract if the Company specifies a year as something other than 1 January to 31 December.

- 8.4. The Company may at least once every 7 days during a period of absence due to sickness, require the Employee to provide a medical opinion that states that the Employee cannot fulfil the duties reasonably expected in the Employee's position.

## 9. OTHER PAID LEAVE

- 9.1. The Employee may be eligible to take the following types of paid leave, subject to any eligibility requirements or conditions provided in the ADGM Employment Regulations, and the Company's policies and rules applicable to each type of leave in force from time to time:
- a) statutory maternity leave (including adoption) and maternity pay; or
  - b) statutory paternity leave (including adoption) and paternity pay; and
  - c) bereavement leave and pay.

## 10. COMPANY POLICIES

- 10.1. The Employee agrees to comply with the employment policies, practices, rules and instructions of the Company (the "**Employee Handbook**") currently in force or which hereafter may be amended, revised or adopted in the sole discretion of the Company from time to time.
- 10.2. The Parties agree to comply at all times with the ADGM Employment Regulations, any other legislation of the ADGM and any other legislation applicable within the ADGM.
- 10.3. The Employee shall comply at all times with such additional duties and obligations as are set out in the Employee Handbook which may be altered by the Company from time to time in its sole discretion by way of a written notice to the Employee. In the event of a conflict between this Contract and the Company's Employee Handbook, the provisions of this Contract shall prevail.
- 10.4. The disciplinary rules and procedure, and grievance procedure, applicable to your employment, are contained in the Employee Handbook. These rules and procedures do not form part of the Contract. If the Employee wishes to appeal against a disciplinary decision or raise a grievance, the Employee may apply in writing to **[insert relevant point of contact in the Company]** in accordance with the Company's disciplinary procedure.

## 11. INTELLECTUAL PROPERTY

- 11.1. The Employee agrees to disclose immediately to the Company all inventions, discoveries, intellectual property, ideas, innovations, developments, improvements, and all processes relating to the operations or business of the Company made or conceived by the Employee alone or with others during the term of this Contract whether made or conceived within or outside normal business hours, all of which shall be the exclusive property of the Company.



- 11.2. At the request of the Company, whether made during or upon the termination of the Employee's employment, the Employee agrees to execute all documents necessary for the filing of applications for a trademark, patent or any other registration, both UAE and foreign, of the matters referred to in clause 11.1.
- 11.3. The Employee agrees to make no claim against the Company with respect to the matters referred to in clause 11.1.

## 12. NON-COMPETE

- 12.1. The Employee shall not during the employment with the Company, without the prior written consent of the Company, engage or be concerned or undertake in any business or occupation that competes with the business of the Company.
- 12.2. [The Employee shall not (without the prior written consent of the Company) during the term of this Contract and at any time within six months following termination of this Contract, in any manner, directly or indirectly, either individually or in conjunction with others or in any other manner whatsoever, within the UAE, carry on or be engaged in or be concerned with or interested in or advise any person or persons, firm, association, syndicate, company or corporation engaged in or concerned with or interested in a business similar to the business being carried on by the Company presently and/or at the time of the termination of the Employee's employment. Any violation of this clause while employed by the Company shall be cause for termination without notice or payment in lieu of notice.]<sup>10</sup>

## 13. NON-SOLICITATION<sup>11</sup>

- 13.1. The Employee agrees that the Employee shall not, at any time during the term of the Employee's employment or within [one (1) year] following the termination of the Employee's employment, either directly or indirectly, individually or in conjunction with any other person or in any manner whatsoever within the UAE, solicit any of the Company's customers or persons whom the Company was soliciting as customers at the time of the termination of the Employee's employment hereunder. Solicitation while employed by the Company shall be cause for termination without notice or payment in lieu of notice.
- 13.2. The Employee agrees that the Employee shall not, during the term of the Employee's employment or within [one (1) year] following the termination of the Employee's employment, either directly or indirectly, individually or in conjunction with any other person or any manner whatsoever within the UAE, entice or try to entice away any employee of the Company. Any violation of this clause while employed by the Company shall be cause for termination without notice or payment in lieu of notice.

## 14. CONFIDENTIALITY/NON-DISCLOSURE

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<sup>10</sup> This clause is optional and may only be included for managerial level employees. Please delete if not used.

<sup>11</sup> This clause is optional and may only be included for managerial level employees. Please delete if not used.

- 14.1. The Employee acknowledges that in the performance of the Employee's duties, the Employee will acquire detailed and confidential knowledge of the Company's operations and other confidential documents and information. The Employee agrees that the Employee shall not in any way use, divulge, furnish or make accessible to any person, either during the Employee's employment or any time thereafter, any confidential information relating to the business of the Company, acquired by the Employee in the course of the Employee's employment with the Company, unless such disclosure is compelled by a competent court or required or permitted by applicable law or regulation.
- 14.2. Clause 14 shall survive the termination of this Contract and the termination of the Employee's employment.

## **15. RESTRICTIVE COVENANTS**

- 15.1. The Employee and the Company agree that, having regard to the facts and matters aforementioned, the restrictive covenants in clauses 11, [12, 13 and]<sup>12</sup> 14 are reasonable and necessary for the protection of the Company and its respective business and that, having regard to those circumstances, these covenants are fair and reasonable and the Employee waives all defences to the enforcement thereof.
- 15.2. The Company and the Employee agree that the terms of clauses 11, [12, 13 and]<sup>13</sup> 14 shall continue to apply notwithstanding the manner or reasons for the termination of the Employee's employment and regardless of whether the employment of the Employee is terminated with or without notice.

## **16. TERMINATION**

- 16.1. Each of the Company and the Employee may terminate the employment under this Contract by giving thirty (30) calendar days' notice<sup>14</sup> in writing to the other Party.
- 16.2. The Company may require the Employee not to attend work during any period of such notice.
- 16.3. The Company may terminate the employment under this Contract with immediate effect:
- a) for cause if the Employee has committed a breach constituting a ground for summary dismissal in accordance with the provisions of Section 57(1) of the ADGM Employment Regulations; or
  - b) for cause if the Employee is under a probationary period as set out in clause 4.
- 16.4. On termination of the employment under this Contract, the Employee shall:
- a) co-operate in the cancellation, without any claim for payment or reimbursement from the Company, of the Employee's residence visa and work permit;

<sup>12</sup> Please delete if Clauses 12 and/or 13 were not used.

<sup>13</sup> Please delete if Clauses 12 and/or 13 were not used.

<sup>14</sup> Please refer to Section 56(2) of ADGM Employment Regulations for more information on required notices. Additionally, this can be amended to reflect a longer notice period.

- b) deliver to the Company all documents made, compiled or acquired by the Employee, which are in the Employee's possession, custody, care or control as a direct result of the Employee's employment, including (but not limited to) business cards, credit and charge cards, security and computer passes, or other media on which information is held in the Employee's possession relating to the business or affairs of the Company; and
  - c) not at any time represent himself to be connected with the Company.
- 16.5. The Company shall be entitled, with the Employee's written consent given by the Employee on or after the provision of notice of termination, to give the Employee payment in lieu of any notice of termination given to the Employee.

## **17. END OF SERVICE BENEFITS<sup>15</sup>**

- 17.1. On termination of this Contract as provided for in clauses 16.1 or 16.3, the Company shall pay the Employee such end of service gratuity as may be payable in accordance with the ADGM Employment Regulations.
- 17.2. Clause 17.1 shall not apply if the Employee is a UAE or GCC national enrolled in the relevant UAE pension scheme.<sup>16</sup>
- 17.3. If the Employee is a UAE or GCC national, the Employee shall be enrolled in the relevant UAE pension scheme in accordance with applicable legislation within thirty (30) calendar days of the Employee's Commencement Date and the Company shall make the requisite pension contributions into the scheme.<sup>17</sup>

## **18. REPATRIATION**

- 18.1. On termination of the Employee's employment, the Company shall provide the Employee with a one-way repatriation flight to the Employee's country of origin, or any other destination as agreed by the Parties.
- 18.2. Clause 18.1 will not apply if the Employee:
- a) is a Remote Employee (as defined in the ADGM Employment Regulations) who does not reside in and does not perform work in the UAE;

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<sup>15</sup> Please amend clause 17 as necessary if the non-GCC or non-UAE Employee chooses to participate in a pension or savings scheme as they will not be entitled to any end of service unless otherwise agreed by the Company. As per sections 61(5) and 61(6) of the ADGM Employment Regulations, the Employee must confirm their choice in writing if the Company has given such Employee the option to participate in a pension or savings scheme.

<sup>16</sup> Please delete if the GCC or UAE Employee has written approval from the applicable pension authority *not* to participate in the applicable statutory pension scheme and has provided a copy of that written approval to the Company prior to, or within thirty (30) calendar days of, the Employee's Commencement Date. If such Employee chooses not to participate in the UAE federal pension scheme, they will be eligible to receive end of service gratuity as per clause 17.1 of this Contract.

<sup>17</sup> Please delete if the previous clause was deleted,

- b) obtains alternative employment or visa sponsorship in the UAE within 30 days from the cancellation of the Employee's work permit; or
- c) has been terminated by the Company for cause in accordance with clause a) of this Contract.

## **19. NOTICES**

Any notice to be given hereunder shall be in writing. Notices may be given by either Party by personal or electronic delivery, or post addressed to the other Party at (in case of the Company) its registered office for the time being and in case of the Employee, the Employee's last known address. Any such notice given by letter shall be deemed to have been served at the time at which the notice was delivered personally or transmitted or (if sent by post) would be delivered in the ordinary course of post. For the avoidance of doubt, the Parties may agree to any alternative form of delivery of written notices.

## **20. ENTIRE AGREEMENT**

This Contract supersedes all previous agreements and arrangements (if any) between the Company and the Employee relating to the Employee's employment by the Company.

## **21. AMENDMENTS**

Any amendment to this Contract must be in writing and signed by both Parties, unless such amendment is of an administrative nature only, in which case the Company shall be required to record such amendment in writing and to give written notice of such amendment to the Employee prior to the amendment taking effect.

## **22. GOVERNING LAW**

This Contract is governed by and construed in accordance with the laws, regulations and rules applicable in Abu Dhabi Global Market and the parties hereto submit to the exclusive jurisdiction of the courts of Abu Dhabi Global Market.

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Signed by **[Employee Name]**

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Signed by **[Company representative name]**

for and on behalf of **[Company Name]**

**[Company Signature & Stamp]**

SAMPLE

## SCHEDULE A – SUMMARY OF EMPLOYMENT TERMS<sup>18</sup>

1.	Company Name	
2.	Employee's Name	
3.	Date of Birth	
4.	Employee's Nationality	
5.	Employee's Passport Number	
	Employment Commencement Date	
6.	Employment Term <sup>19</sup>	
7.	Job Title	
8.	Place of Work <sup>20</sup>	
9.	Working Hours	
10.	Basic Wage	
11.	Housing Allowance	
12.	Other Allowances <sup>21</sup>	

<sup>18</sup> The table needs to be filled out by the Parties.

<sup>19</sup> Please indicate the employment term – in case it is a fixed term contract, the Company should ensure to record the term in a numerical figure (e.g., 3 years, 6 months, etc.).

<sup>20</sup> In case the Employee is a Remote Employee (as defined in the ADGM Employment Regulations), the Company must record "Remote working in the UAE" or "Remote working internationally".

<sup>21</sup> For example, education, transports, cost of living, etc.

13.	Annual Leave	
14.	Other Leaves	As per the Company's HR Policy

SAMPLE