**AI SUMMARY**: Issues found: 104 (High: 10, Medium: 34, Low: 60)  
Categories: content (36), compliance (58), formatting (9), ambiguity (1)  
Helpful resources:  
- ADGM Guidance & Policy Updates: https://www.adgm.com/legal-framework/guidance-and-policy-statements  
- ADGM Regulatory Updates: https://www.adgm.com/legal-framework/regulations  
- ADGM Latest Templates: https://assets.adgm.com/templates  
- ADGM Incorporation Package Rulebook: https://en.adgm.thomsonreuters.com/rulebook/7-company-incorporation-package  
- ADGM Compliance Guide: https://www.adgm.com/operating-in-adgm/obligations-of-adgm-registered-entities  
- ADGM Regulatory Framework: https://www.adgm.com/legal-framework/regulations  
- ADGM Registration & Incorporation: https://www.adgm.com/registration-authority/registration-and-incorporation  
- ADGM Document Standards: https://www.adgm.com/legal-framework/guidance-and-policy-statements  
- ADGM Template Library: https://assets.adgm.com/templates  
- ADGM Legal Writing Guidelines: https://www.adgm.com/legal-framework/guidance-and-policy-statements  
- ADGM Plain Language Guide: https://www.adgm.com/legal-framework/guidance-and-policy-statements  
- ADGM Companies Regulations 2020: https://en.adgm.thomsonreuters.com/rulebook/1-companies-regulations-2020  
- ADGM Constitutional Documents Guide: https://www.adgm.com/legal-framework/guidance-and-policy-statements  
- ADGM Jurisdiction Requirements: https://www.adgm.com/legal-framework/regulations  
- ADGM Guidance & Templates: https://www.adgm.com/legal-framework/guidance-and-policy-statements  
- ADGM Document Templates: https://assets.adgm.com/templates  
- ADGM Required Clauses Guide: https://www.adgm.com/legal-framework/guidance-and-policy-statements  
  
*[ADGM REVIEW: ISSUE: Disclaimer is acceptable but should be reviewed by legal counsel to ensure it accurately reflects the current ADGM Employment Regulations and any internal policies. | CITATION: N/A | SUGGESTION: Consult with legal counsel to validate the disclaimer's accuracy and comprehensiveness.]*  
*[ADGM REVIEW: ISSUE: The disclaimer states that the 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. While technically correct, this could be interpreted as the employer having no obligation to keep the employee informed of regulatory changes. This is not necessarily non-compliant, but could lead to disputes if the employer fails to update the contract to reflect regulatory changes. | CITATION: ADGM Employment Regulations 2024 (General) | SUGGESTION: Add a clause stating that the employer will notify the employee of any material changes to the ADGM Employment Regulations that affect the terms of their employment.]*

**ADGM COMPLIANCE REVIEW - AUTOMATED ANALYSIS** | Analysis Date: 2025-08-11 19:44

**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**](https://en.adgm.thomsonreuters.com/rulebook/employment-regulations-2024)**.**  
*[ADGM REVIEW: ISSUE: Section content is unknown. Instructions for finalizing the contract could potentially conflict with mandatory ADGM employment regulations if they advise on omitting required clauses or altering legally mandated terms. | CITATION: ADGM Employment Regulations 2019, Article 4 | SUGGESTION: Provide the content of Section 2 for review. Ensure instructions align with ADGM regulations and do not encourage non-compliance.]*

*[ADGM REVIEW: ISSUE: This section is a formatting instruction and not a substantive clause. Failure to remove bracketed text and highlights constitutes a formatting error. | CITATION: N/A | SUGGESTION: Ensure all bracketed text and highlights are removed after completing the contract to avoid ambiguity and maintain a professional appearance.]*

**Instructions**   
*[ADGM REVIEW: ISSUE: This section is a formatting instruction and not a substantive clause. Failure to remove this instruction constitutes a formatting error. | CITATION: N/A | SUGGESTION: Remove this instruction after the contract is finalized.]*

*[ADGM REVIEW: ISSUE: This is a formatting instruction, not a contractual clause. Failure to remove footnotes before signing is a formatting issue, not a compliance issue. | CITATION: N/A | SUGGESTION: Implement a quality control process to ensure footnotes are removed before contract signing.]*

**Please refer to the following instructions to aid in finalizing your employment contract:**  
*[ADGM REVIEW: ISSUE: Section content is unknown. Instructions for the employee before signing could potentially lead to non-compliance if they are incomplete or misleading regarding their rights and obligations under ADGM law. | CITATION: ADGM Employment Regulations 2019, Article 5 | SUGGESTION: Provide the content of Section 3 for review. Ensure it covers all essential aspects of the employment contract and the employee's rights under ADGM law.]*

*[ADGM REVIEW: ISSUE: This is a self-certification statement. It places responsibility on the parties to ensure accuracy. If clauses are added or deleted, cross-references MUST be updated. | CITATION: General contract law principles. | SUGGESTION: Implement a thorough review process to verify the accuracy of all information and cross-references before contract signing.]*

* 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.  
  *[ADGM REVIEW: ISSUE: While removing square brackets is generally good practice for a final contract, this instruction alone doesn't guarantee compliance. The content within those brackets is crucial and must adhere to ADGM regulations. | CITATION: N/A | SUGGESTION: Ensure the content previously within the square brackets complies with ADGM regulations before finalizing the contract.]*

***[ADGM REVIEW: ISSUE: Instructing the deletion of an entire page raises concerns. The content of this page is unknown, and deleting it could remove essential information or clauses required by ADGM regulations. | CITATION: ADGM Employment Regulations 2019, Article 4 | SUGGESTION: Determine the content of Section 5 and assess whether its deletion would violate any ADGM regulations. If the content is not relevant, ensure no mandatory information is lost.]***

* 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**  
    *[ADGM REVIEW: ISSUE: The instruction to insert the date is standard, but the absence of a specific format requirement could lead to inconsistencies. While not a direct compliance issue, standardization is recommended. | CITATION: N/A | SUGGESTION: Specify a date format (e.g., DD/MM/YYYY) to ensure consistency across all employment contracts.]*
  + **This page is deleted in its entirety**

*[ADGM REVIEW: ISSUE: The section title 'DEFINITIONS AND INTERPRETATION' is standard, but the lack of content makes it impossible to assess compliance. This section is crucial for clarifying key terms and avoiding ambiguity, which is important for ADGM compliance. | CITATION: ADGM Employment Regulations 2019, Article 4 | SUGGESTION: Provide the content of the 'DEFINITIONS AND INTERPRETATION' section for review. Ensure all key terms are clearly defined and aligned with ADGM regulations.]*

Employment Contract

between

[Insert name of employer]

(the **"Company"**)

and

[Insert name of employee]

(the **"Employee"**)

[Insert the date the employment contract is signed]

**Table of Contents**  
*[ADGM REVIEW: ISSUE: The section title 'CONFIDENTIALITY/NON-DISCLOSURE' is standard, but the lack of content makes it impossible to assess compliance. The scope and enforceability of confidentiality clauses must comply with ADGM regulations and not unduly restrict employee rights. | CITATION: ADGM Employment Regulations 2019, Article 4 | SUGGESTION: Provide the content of the 'CONFIDENTIALITY/NON-DISCLOSURE' section for review. Ensure it complies with ADGM regulations regarding employee rights and reasonable restrictions on future employment.]*

[1. DEFINITIONS AND INTERPRETATION 4](#_Toc188256588)

[2. EMPLOYMENT TERM 5](#_Toc188256589)  
***[ADGM REVIEW: ISSUE: End of Service Benefits must comply with ADGM Employment Regulations regarding calculation and payment timelines. | CITATION: ADGM Employment Regulations 2024, Part 7 | SUGGESTION: Ensure the contract explicitly outlines the calculation method for End of Service Benefits, adhering to ADGM regulations. Specify payment timelines upon termination.]***

[3. HOURS OF EMPLOYMENT 5](#_Toc188256590)

[4. PROBATIONARY PERIOD 6](#_Toc188256591)

[5. PLACE OF EMPLOYMENT 6](#_Toc188256592)

[6. WAGE AND ALLOWANCES 6](#_Toc188256593)

[7. VACATION LEAVE 7](#_Toc188256594)

[8. SICK LEAVE AND SICK PAY 7](#_Toc188256595)  
*[ADGM REVIEW: ISSUE: Schedule A should include all mandatory employment terms as per ADGM regulations. | CITATION: ADGM Employment Regulations 2024, Regulation 8 | SUGGESTION: Verify that Schedule A contains all required information, including job title, description, start date, working hours, remuneration, benefits, probation period (if any), notice period, and confidentiality clauses.]*

[9. OTHER PAID LEAVE 8](#_Toc188256596)  
*[ADGM REVIEW: ISSUE: No issues found | CITATION: N/A | SUGGESTION: N/A]*

[10. COMPANY POLICIES 8](#_Toc188256597)

[11. INTELLECTUAL PROPERTY 9](#_Toc188256598)  
*[ADGM REVIEW: ISSUE: No issues found | CITATION: N/A | SUGGESTION: N/A]*

[12. NON-COMPETE 9](#_Toc188256599)  
*[ADGM REVIEW: ISSUE: No issues found | CITATION: N/A | SUGGESTION: N/A]*

[13. NON-SOLICITATION 9](#_Toc188256600)  
*[ADGM REVIEW: ISSUE: No issues found | CITATION: ADGM Companies Regulations 2020 | SUGGESTION: Document appears compliant]*

[14. CONFIDENTIALITY/NON-DISCLOSURE 10](#_Toc188256601)

[15. RESTRICTIVE COVENANTS 10](#_Toc188256602)  
*[ADGM REVIEW: ISSUE: No issues found | CITATION: ADGM Companies Regulations 2020 | SUGGESTION: Document appears compliant]*

[16. TERMINATION 10](#_Toc188256603)  
*[ADGM REVIEW: ISSUE: No issues found | CITATION: ADGM Companies Regulations 2020 | SUGGESTION: Document appears compliant]*

[17. END OF SERVICE BENEFITS 11](#_Toc188256604)

[18. REPATRIATION 11](#_Toc188256605)  
*[ADGM REVIEW: ISSUE: No issues found | CITATION: ADGM Companies Regulations 2020 | SUGGESTION: Document appears compliant]*

[19. NOTICES 12](#_Toc188256606)  
*[ADGM REVIEW: ISSUE: No issues found | CITATION: N/A | SUGGESTION: N/A]*

[20. ENTIRE AGREEMENT 12](#_Toc188256607)  
*[ADGM REVIEW: ISSUE: No issues found | CITATION: N/A | SUGGESTION: N/A]*

[21. AMENDMENTS 12](#_Toc188256608)  
*[ADGM REVIEW: ISSUE: The definition of 'Basic Wage' should be clear and compliant with ADGM regulations, excluding allowances unless explicitly stated. | CITATION: ADGM Employment Regulations 2024, Regulation 3 | SUGGESTION: Ensure the definition of 'Basic Wage' aligns with ADGM regulations and clearly specifies what components are included or excluded.]*

[22. GOVERNING LAW 12](#_Toc188256609)  
*[ADGM REVIEW: ISSUE: No issues found | CITATION: ADGM Companies Regulations 2020 | SUGGESTION: Document appears compliant]*

SCHEDULE A - SUMMARY OF EMPLOYMENT TERMS.…………………………………….13  
*[ADGM REVIEW: ISSUE: Definition of "UAE" is standard but lacks specific context within ADGM. While not strictly an issue, consider if it's necessary within the ADGM context. | CITATION: N/A | SUGGESTION: Consider removing if the definition is not directly relevant to ADGM-specific clauses.]*

*[ADGM REVIEW: ISSUE: Definition of "Wages" referring to clause 6.2 is acceptable but depends on the content of clause 6.2. Ensure clause 6.2 comprehensively covers all aspects of wages as defined under ADGM Employment Regulations. | CITATION: ADGM Employment Regulations | SUGGESTION: Review clause 6.2 to ensure it aligns with ADGM's definition of wages, including all components and payment methods.]*

*[ADGM REVIEW: ISSUE: No issues found | CITATION: N/A | SUGGESTION: N/A]*

**THIS EMPLOYMENT CONTRACT** is made and entered into on this [**insert day**] of [**insert month**] [**insert year**] (the “**Contract**”).  
*[ADGM REVIEW: ISSUE: No issues found | CITATION: N/A | SUGGESTION: N/A]*

**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  
   *[ADGM REVIEW: ISSUE: No issues found | CITATION: N/A | SUGGESTION: N/A]*

*[ADGM REVIEW: ISSUE: No issues found | CITATION: N/A | SUGGESTION: N/A]*

1. [**Insert full name of Employee as per passport**], a [**insert nationality**] national, holder of passport no. [**insert passport number**] (the **"Employee"**),  
   *[ADGM REVIEW: ISSUE: The contract should explicitly state the conditions and procedures for termination, including notice periods, in accordance with ADGM Employment Regulations. | CITATION: ADGM Employment Regulations | SUGGESTION: Include specific clauses detailing termination procedures, notice periods (as per ADGM regulations), and grounds for termination.]*

each a “**Party**” and together, the “**Parties**”.  
*[ADGM REVIEW: ISSUE: Automatic renewal clause may not be fully compliant. ADGM Employment Regulations require clarity and mutual agreement on contract renewals. The clause should explicitly state the employee's right to refuse renewal and the process for doing so. | CITATION: ADGM Employment Regulations, Article 15 (Contract Renewal) | SUGGESTION: Revise the automatic renewal clause to include a mechanism for the employee to opt-out of the renewal and ensure mutual agreement is documented.]*

**WHEREAS:**  
*[ADGM REVIEW: ISSUE: No issues found | CITATION: N/A | SUGGESTION: N/A]*

1. The Company has made an offer of employment to the Employee.

*[ADGM REVIEW: ISSUE: Working hours should comply with ADGM Employment Regulations. The contract should specify break times and any limitations on working hours as per ADGM regulations. | CITATION: ADGM Employment Regulations, specifically regarding working hours and rest periods. | SUGGESTION: Include specific details about break times and ensure compliance with maximum working hour limits as defined by ADGM Employment Regulations.]*

1. The Employee has accepted the offer of employment in accordance with the terms of this Contract.  
   *[ADGM REVIEW: ISSUE: If the employee is not eligible for overtime, the contract should clearly state the reasons and the basis for this exclusion, referencing relevant ADGM regulations if applicable. | CITATION: ADGM Employment Regulations regarding overtime pay and exemptions. | SUGGESTION: Clarify the criteria for overtime eligibility and provide justification for excluding the employee, referencing specific ADGM regulations if applicable.]*

**THE PARTIES AGREE** as follows:  
*[ADGM REVIEW: ISSUE: If the employee is eligible for overtime, the 'Company policy regarding overtime' should be readily available and transparent to the employee. The policy should comply with ADGM regulations. | CITATION: ADGM Employment Regulations regarding overtime compensation. | SUGGESTION: Ensure the Company's overtime policy is clearly defined, accessible to the employee, and compliant with ADGM regulations regarding overtime pay rates and limitations.]*

# **DEFINITIONS AND INTERPRETATION**

*[ADGM REVIEW: ISSUE: The probationary period dismissal clause should be reviewed to ensure it aligns with ADGM Employment Regulations regarding fair dismissal and notice periods. While dismissal without cause is permitted, the one-week notice period should be carefully considered in light of ADGM regulations. | CITATION: ADGM Employment Regulations regarding termination of employment and notice periods. | SUGGESTION: Review the probationary period dismissal clause to ensure compliance with ADGM regulations regarding fair dismissal and notice periods. Consider providing a longer notice period or compensation in lieu of notice to mitigate potential disputes.]*

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

*[ADGM REVIEW: ISSUE: No issues found | CITATION: N/A | SUGGESTION: N/A]*

**"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 Mariyah Island, P. O. Box 111999, Abu Dhabi, United Arab Emirates;

**“Basic Wage"** shall have the meaning set out in clause 6.2;  
*[ADGM REVIEW: ISSUE: No issues found | CITATION: N/A | SUGGESTION: N/A]*

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

**"UAE"** means the United Arab Emirates;   
*[ADGM REVIEW: ISSUE: The clause mentions deductions permitted by ADGM Employment Regulations but doesn't specify which deductions are allowed. This lack of specificity could lead to disputes. | CITATION: ADGM Employment Regulations, specifically regulations concerning permissible deductions from wages. | SUGGESTION: Explicitly list the permissible deductions from wages as defined by ADGM Employment Regulations. For example, deductions for social security contributions, authorized loan repayments, or court orders.]*

**"Wages"** shall have the meaning set out in clause 6.2;  
*[ADGM REVIEW: ISSUE: Statement that 'The Wages is inclusive of allowances' is vague. It needs to be explicitly stated which allowances are included and how they comply with ADGM regulations regarding mandatory allowances (if any). | CITATION: ADGM Employment Regulations | SUGGESTION: Specify all allowances included in the wages and ensure compliance with ADGM regulations regarding mandatory allowances.]*

**"Year"** means the period of 12 months in a Gregorian calendar starting on 1 January and ending on 31 December.  
***[ADGM REVIEW: ISSUE: Basic wage amount is a placeholder. Ensure the amount complies with any minimum wage requirements stipulated by ADGM Employment Regulations (if any). | CITATION: ADGM Employment Regulations | SUGGESTION: Verify the basic wage meets any minimum wage requirements under ADGM Employment Regulations.]***

* 1. 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.  
     *[ADGM REVIEW: ISSUE: Accommodation allowance amount is a placeholder. Ensure this allowance complies with ADGM regulations and is clearly defined in terms of eligibility and usage. | CITATION: ADGM Employment Regulations | SUGGESTION: Verify the accommodation allowance complies with ADGM regulations and clearly define its terms.]*

# **EMPLOYMENT TERM** *[ADGM REVIEW: ISSUE: Transportation allowance amount is a placeholder. Ensure this allowance complies with ADGM regulations and is clearly defined in terms of eligibility and usage. | CITATION: ADGM Employment Regulations | SUGGESTION: Verify the transportation allowance complies with ADGM regulations and clearly define its terms.]*

*[ADGM REVIEW: ISSUE: Payment date and method are placeholders. Ensure the payment date complies with ADGM regulations regarding payment frequency. Bank credit transfer is acceptable, but ensure it's compliant with ADGM's requirements for wage payment. | CITATION: ADGM Employment Regulations | SUGGESTION: Verify payment frequency and method comply with ADGM Employment Regulations.]*

* 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.  
     *[ADGM REVIEW: ISSUE: The clause states the company will provide a pay statement but doesn't specify the required contents as per ADGM regulations. | CITATION: ADGM Employment Regulations concerning the required contents of pay statements. | SUGGESTION: Specify the required contents of the pay statement as mandated by ADGM Employment Regulations, including gross wages, deductions, net wages, and the period for which payment is made.]*

*[ADGM REVIEW: ISSUE: Statement regarding 'the amount of the Wages payable' is too general. It needs to be linked to a specific clause detailing how wages are calculated, including deductions and overtime (if applicable). | CITATION: ADGM Employment Regulations | SUGGESTION: Link this statement to a clause that comprehensively explains wage calculation, deductions, and overtime pay.]*

* 1. The Employee’s employment with the Company shall commence on **[insert the Employee’s first day of work]** (the “**Commencement Date**”).  
     *[ADGM REVIEW: ISSUE: The section lacks detail regarding permissible deductions. ADGM regulations specify allowable deductions. | CITATION: ADGM Employment Regulations 2019, specifically regarding permissible deductions from wages. | SUGGESTION: Specify all permissible deductions according to ADGM regulations, including any required approvals or limitations.]*
  2. **[Please use this clause for “unlimited employment contracts”:]** [The Employee’s employment shall continue until terminated in accordance with this Contract.]  
     *[ADGM REVIEW: ISSUE: The contract specifies 20 days of vacation leave. ADGM Employment Regulations Article 25 specifies a minimum of 20 working days. | CITATION: ADGM Employment Regulations Article 25 | SUGGESTION: Ensure the vacation leave entitlement meets the minimum requirement of 20 working days as stipulated in the ADGM Employment Regulations.]*

*[ADGM REVIEW: ISSUE: The clause gives the Company complete discretion over vacation leave timing. This may conflict with employee rights to take leave. | CITATION: ADGM Employment Regulations 2019, regarding employee rights to annual leave and employer obligations. | SUGGESTION: Add language ensuring reasonable consideration of employee preferences and compliance with minimum leave entitlements under ADGM law.]*

***OR***  
*[ADGM REVIEW: ISSUE: No issues found | CITATION: N/A | SUGGESTION: N/A]*

**[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**]]**.  
*[ADGM REVIEW: ISSUE: This section is too vague. It needs to specify the obligations of both parties upon termination, including notice periods, final payments, and return of company property. | CITATION: ADGM Employment Regulations 2019, regarding termination of employment and associated obligations. | SUGGESTION: Detail the specific procedures and entitlements related to termination, including notice periods, severance pay (if applicable), and final settlement of dues, in accordance with ADGM regulations.]*

*[ADGM REVIEW: ISSUE: No issues found | CITATION: ADGM Companies Regulations 2020 | SUGGESTION: Document appears compliant]*

* 1. 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.  
     *[ADGM REVIEW: ISSUE: No issues found | CITATION: ADGM Companies Regulations 2020 | SUGGESTION: Document appears compliant]*

*[ADGM REVIEW: ISSUE: No issues found | CITATION: ADGM Companies Regulations 2020 | SUGGESTION: Document appears compliant]*

# **HOURS OF EMPLOYMENT** *[ADGM REVIEW: ISSUE: The sick pay entitlement aligns with the ADGM Employment Regulations Article 29. | CITATION: ADGM Employment Regulations Article 29 | SUGGESTION: N/A]*

*[ADGM REVIEW: ISSUE: No issues found | CITATION: ADGM Companies Regulations 2020 | SUGGESTION: Document appears compliant]*

* 1. The Employee's normal working hours shall be **[insert time]** a.m. to **[insert time]** p.m. **[Monday to Friday][[1]](#footnote-1)** together with such additional hours as are necessary for the proper performance of the Employee’s duties.  
     *[ADGM REVIEW: ISSUE: The requirement for a medical opinion every 7 days during sick leave is permissible under ADGM regulations but should be applied reasonably. | CITATION: ADGM Employment Regulations Article 29 | SUGGESTION: Consider adding language to ensure the requirement for medical opinions is applied reasonably and does not unduly burden the employee.]*
  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.]**[[2]](#footnote-2)**  
     *[ADGM REVIEW: ISSUE: No issues found | CITATION: N/A | SUGGESTION: N/A]*

*[ADGM REVIEW: ISSUE: While mentioning statutory maternity leave is good, the contract should explicitly state the duration and pay entitlements as per ADGM regulations. | CITATION: ADGM Employment Regulations 2019, regarding maternity leave and pay. | SUGGESTION: Specify the exact duration of maternity leave and the percentage of salary to be paid during the leave, as mandated by ADGM law.]*

***OR***  
*[ADGM REVIEW: ISSUE: Similar to maternity leave, the contract should explicitly state the duration and pay entitlements for paternity leave as per ADGM regulations. | CITATION: ADGM Employment Regulations 2019, regarding paternity leave and pay. | SUGGESTION: Specify the exact duration of paternity leave and the percentage of salary to be paid during the leave, as mandated by ADGM law.]*

**[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.]**[[3]](#footnote-3)**

# **PROBATIONARY PERIOD** *[ADGM REVIEW: ISSUE: Employee Handbook amendments at the sole discretion of the company may not be compliant if they contradict ADGM regulations or significantly disadvantage the employee. | CITATION: ADGM Employment Regulations | SUGGESTION: Clarify that amendments to the Employee Handbook will not contravene ADGM Employment Regulations or significantly disadvantage the employee without proper consultation and agreement where required by law.]*

The first **[insert number][[4]](#footnote-4)** 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.  
*[ADGM REVIEW: ISSUE: No issues found | CITATION: ADGM Companies Regulations 2020 | SUGGESTION: Document appears compliant]*

# **PLACE OF EMPLOYMENT** *[ADGM REVIEW: ISSUE: No issues found | CITATION: N/A | SUGGESTION: N/A]*

**[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.]  
*[ADGM REVIEW: ISSUE: Reference to Employee Handbook without specifying its accessibility and compliance with ADGM Employment Regulations. The statement 'These rules and procedures do not form part of the Contract' could be problematic if the handbook contains terms that should be part of the contract. | CITATION: ADGM Employment Regulations, particularly those related to transparency and accessibility of employment terms. | SUGGESTION: Ensure the Employee Handbook is readily accessible to employees and that key terms are incorporated directly into the employment contract or explicitly referenced as binding. Review the handbook to ensure compliance with ADGM Employment Regulations.]*

***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.]  
*[ADGM REVIEW: ISSUE: The clause regarding intellectual property assignment may be overly broad. It should be clarified that the company's ownership extends only to inventions directly related to the company's business and made during the course of employment. | CITATION: General principles of intellectual property law and fairness in employment contracts. | SUGGESTION: Narrow the scope of the intellectual property assignment clause to cover only inventions, discoveries, etc., that are directly related to the company's business and made during the course of employment. Consider adding a clause addressing pre-existing intellectual property.]*

# **WAGE AND ALLOWANCES** *[ADGM REVIEW: ISSUE: No issues found | CITATION: N/A | SUGGESTION: N/A]*

***[ADGM REVIEW: ISSUE: The clause refers to clause 11.1 without providing context. The enforceability of this clause depends on the content of clause 11.1, which is unknown. This could be a waiver of rights, which may not be permissible under ADGM law. | CITATION: ADGM Employment Regulations regarding waiver of employee rights. | SUGGESTION: Provide the full text of clause 11.1 for review. Ensure that any waiver of rights is compliant with ADGM Employment Regulations and does not violate mandatory provisions.]***

* 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**").

*[ADGM REVIEW: ISSUE: The non-compete clause during employment is generally acceptable but should be reviewed for reasonableness in scope and duration. | CITATION: General principles of contract law regarding restraint of trade. | SUGGESTION: Ensure the scope of the non-compete clause is clearly defined and directly related to the company's business interests. Review for reasonableness.]*

* 1. The Wages is inclusive of allowances and allocated as follows:  
     ***[ADGM REVIEW: ISSUE: Non-compete clause extending to the entire UAE may be overly broad and unenforceable under ADGM Employment Regulations. Restrictions must be reasonable in scope, duration, and geographical area. | CITATION: ADGM Employment Regulations, Article 20 (Non-Competition) | SUGGESTION: Narrow the scope of the non-compete clause to a specific geographical area within ADGM or a defined client base, and ensure the duration (6 months) is justifiable and reasonable.]***

1. basic wage of AED **[insert amount]** (the "**Basic Wage**");  
   *[ADGM REVIEW: ISSUE: Customer non-solicitation clause extending to the entire UAE may be overly broad. Similar to the non-compete clause, restrictions must be reasonable. | CITATION: ADGM Employment Regulations, Article 20 (Non-Competition) - principles apply by analogy | SUGGESTION: Limit the non-solicitation clause to customers or prospective customers within ADGM or those directly managed by the employee. Justify the 1-year duration.]*

*[ADGM REVIEW: ISSUE: The one-year non-solicitation clause after termination requires careful review for reasonableness, particularly regarding its geographic scope (UAE). | CITATION: General principles of contract law regarding restraint of trade. ADGM Employment Regulations regarding fair employment practices. | SUGGESTION: Justify the one-year duration and the UAE-wide scope of the non-solicitation clause. Consider narrowing the scope to specific clients or employees and a shorter duration if possible. Ensure this is justifiable based on the employee's role and access to sensitive information.]*

1. accommodation allowance of AED **[insert amount]**; and  
   *[ADGM REVIEW: ISSUE: No issues found | CITATION: N/A | SUGGESTION: N/A]*

*[ADGM REVIEW: ISSUE: Confidentiality clause is generally acceptable but should be reviewed to ensure it aligns with ADGM data protection regulations and employee rights to disclose information as required by law. | CITATION: ADGM Data Protection Regulations | SUGGESTION: Add a clause clarifying that the confidentiality obligations do not prevent the employee from reporting illegal or unethical conduct as required by law.]*

1. transportation allowance of AED **[insert amount][[5]](#footnote-5)**.  
   *[ADGM REVIEW: ISSUE: No issues found | CITATION: N/A | SUGGESTION: N/A]*
   1. The Wages shall be payable on the **[insert date of every month][[6]](#footnote-6)** by **[bank credit transfer[[7]](#footnote-7)]**.  
      ***[ADGM REVIEW: ISSUE: The waiver of defenses to the enforcement of restrictive covenants is potentially problematic. ADGM courts may not uphold such a broad waiver if the covenants are deemed unreasonable. | CITATION: General principles of contract law regarding enforceability of waivers and restrictive covenants. | SUGGESTION: Remove or modify the waiver clause. Instead, focus on ensuring the restrictive covenants are demonstrably reasonable and necessary to protect the company's legitimate business interests. Provide specific justification for the reasonableness of each covenant.]***

*[ADGM REVIEW: ISSUE: No issues found | CITATION: N/A | SUGGESTION: N/A]*

* 1. 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:

*[ADGM REVIEW: ISSUE: The 30-day notice period should be reviewed against ADGM Employment Regulations to ensure it meets the minimum requirements for termination notice. | CITATION: ADGM Employment Regulations, potentially Section 27 regarding termination notice periods. | SUGGESTION: Verify that the 30-day notice period complies with the minimum notice periods stipulated in the ADGM Employment Regulations based on the employee's length of service. If the employee has worked for a longer period, a longer notice period might be required.]*

1. the amount of the Wages payable; and  
   *[ADGM REVIEW: ISSUE: This clause, allowing the company to require the employee not to attend work during the notice period, is acceptable but should clarify whether the employee will continue to receive full pay during this period (garden leave). | CITATION: ADGM Employment Regulations 2019, regarding notice periods and termination. | SUGGESTION: Clarify that the employee will receive full pay during any period they are required not to attend work during the notice period.]*

*[ADGM REVIEW: ISSUE: This section is too broad. It needs to specify the grounds for immediate termination, ensuring they align with ADGM regulations regarding gross misconduct or other justifiable reasons. | CITATION: ADGM Employment Regulations 2019, regarding termination of employment and permissible grounds for summary dismissal. | SUGGESTION: List the specific grounds for immediate termination that are compliant with ADGM regulations, such as gross misconduct, breach of contract, etc.]*

1. the amount of and reason for any deductions from the Wages.  
   *[ADGM REVIEW: ISSUE: No issues found | CITATION: ADGM Employment Regulations Section 57(1) | SUGGESTION: N/A]*

# **VACATION LEAVE** *[ADGM REVIEW: ISSUE: Vague termination clause during probation. 'For cause' needs clear definition within ADGM Employment Regulations. | CITATION: ADGM Employment Regulations, specifically regarding termination and probation periods. | SUGGESTION: Define 'for cause' with specific examples aligned with ADGM regulations. Clarify the length and conditions of the probationary period.]*

*[ADGM REVIEW: ISSUE: Lacks specifics regarding employee obligations upon termination. Missing details on return of company property, confidentiality, and handover procedures. | CITATION: ADGM Employment Regulations regarding termination procedures and employee responsibilities. | SUGGESTION: Add clauses detailing the employee's obligations upon termination, including the return of company property, maintaining confidentiality, and cooperating with handover procedures.]*

* 1. Subject to clause 7.3, the Employee shall be entitled to **[20][[8]](#footnote-8)** working days as vacation leave in each Year**[[9]](#footnote-9)** 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.  
     *[ADGM REVIEW: ISSUE: The clause requiring the employee to cooperate in visa cancellation 'without any claim for payment or reimbursement' may be problematic if the employee has incurred costs related to the visa that the company should rightfully reimburse according to ADGM regulations or company policy. | CITATION: Review ADGM Employment Regulations regarding visa costs and reimbursement upon termination. | SUGGESTION: Review company policy and ADGM regulations to ensure compliance regarding visa cost reimbursement upon termination. Consider rephrasing to allow for reimbursement where legally or contractually required.]*

*[ADGM REVIEW: ISSUE: No issues found | CITATION: N/A | SUGGESTION: N/A]*

* 1. Vacation leave shall be taken at such time or times as may be approved in advance by the Company.  
     *[ADGM REVIEW: ISSUE: Overly broad restriction on representing connection with the company. Needs clarification on the scope and duration of this restriction, especially concerning future employment references. | CITATION: ADGM Employment Regulations regarding post-employment restrictions and fair competition. | SUGGESTION: Specify the duration and scope of the restriction. Ensure it does not unduly restrict the employee's future employment prospects. Consider adding a clause about providing references.]*

*[ADGM REVIEW: ISSUE: Payment in lieu of notice requires written consent \*after\* notice of termination. This clause is compliant if interpreted correctly, but could be clearer to avoid ambiguity. | CITATION: ADGM Employment Regulations, potentially related to termination clauses but not explicitly defined. | SUGGESTION: Rephrase to explicitly state that written consent must be obtained \*after\* the notice of termination is given.]*

* 1. 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.

*[ADGM REVIEW: ISSUE: No issues found | CITATION: ADGM Employment Regulations regarding end of service gratuity. | SUGGESTION: Ensure calculation and payment of end-of-service gratuity comply with ADGM Employment Regulations.]*

* 1. On termination of this Contract:  
     *[ADGM REVIEW: ISSUE: No issues found | CITATION: N/A | SUGGESTION: N/A]*

*[ADGM REVIEW: ISSUE: This clause is only applicable to UAE or GCC nationals. Ensure this is applied correctly and does not discriminate against other nationalities regarding retirement benefits. ADGM Employment Regulations apply to all employees regardless of nationality. | CITATION: ADGM Employment Regulations regarding equal treatment and benefits. | SUGGESTION: Consider providing equivalent retirement benefits for non-UAE/GCC nationals to avoid potential discrimination claims. Clarify the company's policy on retirement benefits for all employees.]*

1. 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

*[ADGM REVIEW: ISSUE: Repatriation flight is a common practice but not explicitly mandated by ADGM Employment Regulations. Ensure this aligns with company policy and is applied consistently. | CITATION: None explicitly, but relates to termination benefits. | SUGGESTION: Document the company's policy on repatriation flights clearly and consistently.]*

1. 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.  
   ***[ADGM REVIEW: ISSUE: Reference to clause 18.1 without context. The content of clause 18.1 is unknown, making it impossible to assess compliance. | CITATION: N/A - Requires context of clause 18.1 | SUGGESTION: Provide the full text of clause 18.1 for review. Ensure it complies with ADGM Employment Regulations.]***

# **SICK LEAVE AND SICK PAY** *[ADGM REVIEW: ISSUE: No issues found | CITATION: ADGM Employment Regulations definition of Remote Employee | SUGGESTION: N/A]*

*[ADGM REVIEW: ISSUE: No issues found | CITATION: N/A | SUGGESTION: N/A]*

* 1. The Employee shall be entitled to sick leave not exceeding a maximum of 60 working days in aggregate in any 12 month period.  
     ***[ADGM REVIEW: ISSUE: Refers to clause 16.2(a) without context. The content of clause 16.2(a) is unknown, making it impossible to assess compliance. 'For cause' termination needs to align with ADGM regulations. | CITATION: ADGM Employment Regulations regarding termination for cause. | SUGGESTION: Provide the full text of clause 16.2(a) for review. Ensure the definition of 'for cause' aligns with ADGM regulations and provides fair process for the employee.]***
  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.  
     *[ADGM REVIEW: ISSUE: Notice clause is generally acceptable but should explicitly state the methods for proving delivery of electronic notices (e.g., read receipts). | CITATION: N/A | SUGGESTION: Include a provision requiring confirmation of receipt for electronic notices to ensure proper documentation.]*
  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.  
     *[ADGM REVIEW: ISSUE: No issues found | CITATION: N/A | SUGGESTION: N/A]*
  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.  
     *[ADGM REVIEW: ISSUE: The distinction between 'administrative' and other amendments needs clear definition to avoid disputes. The requirement for written notice of administrative changes is good practice. | CITATION: General contract law principles applicable in ADGM. | SUGGESTION: Provide examples of 'administrative' amendments in a separate policy document or within the contract itself.]*

# **OTHER PAID LEAVE**

* 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:  
     *[ADGM REVIEW: ISSUE: No issues found | CITATION: ADGM Courts Regulations. | SUGGESTION: Ensure all legal proceedings are conducted within the ADGM courts.]*

***[ADGM REVIEW: ISSUE: Simply states 'SCHEDULE A – SUMMARY OF EMPLOYMENT TERMS'. The content of Schedule A is missing, making it impossible to assess compliance. Schedule A should include all mandatory employment terms as per ADGM regulations. | CITATION: ADGM Employment Regulations regarding mandatory employment terms. | SUGGESTION: Provide the full content of Schedule A for review. Ensure it includes all mandatory employment terms as required by ADGM regulations, such as salary, working hours, leave entitlements, etc.]***

1. statutory maternity leave (including adoption) and maternity pay; or  
   ***[ADGM REVIEW: ISSUE: Section content is unknown, making compliance assessment impossible. The presence of signatures and a company stamp suggests this section is related to contract execution, which must comply with ADGM regulations regarding employment contracts. | CITATION: ADGM Employment Regulations 2019, Article 6 | SUGGESTION: Provide the content of Section 1 for a full compliance review. Ensure it includes all mandatory clauses as per ADGM regulations.]***

*[ADGM REVIEW: ISSUE: Table format is unusual and potentially incomplete. Lacks clear labels for the data fields. Missing crucial information such as employee ID, job title, etc. | CITATION: ADGM Employment Regulations regarding record-keeping requirements. | SUGGESTION: Use a standard table format with clear labels for each data field. Include all necessary employee information as required by ADGM regulations.]*

1. statutory paternity leave (including adoption) and paternity pay; and
2. bereavement leave and pay.

# **COMPANY POLICIES**

* 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.
  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.
  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.
  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.

# **INTELLECTUAL PROPERTY**

* 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.
  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.
  3. The Employee agrees to make no claim against the Company with respect to the matters referred to in clause 11.1.

# **NON-COMPETE**

* 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.
  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.**][[10]](#footnote-10)**

# **NON-SOLICITATION[[11]](#footnote-11)**

* 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.
  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.

# **CONFIDENTIALITY/NON-DISCLOSURE**

* 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.
  2. Clause 14 shall survive the termination of this Contract and the termination of the Employee's employment.

# **RESTRICTIVE COVENANTS**

* 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**]**[[12]](#footnote-12)**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.
  2. The Company and the Employee agree that the terms of clauses 11, [**12, 13 and][[13]](#footnote-13)** 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.

# **TERMINATION**

* 1. Each of the Company and the Employee may terminate the employment under this Contract by giving thirty (30) calendar days’ notice**[[14]](#footnote-14)** in writing to the other Party.
  2. The Company may require the Employee not to attend work during any period of such notice.
  3. The Company may terminate the employment under this Contract with immediate effect:

1. 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
2. for cause if the Employee is under a probationary period as set out in clause 4.
   1. On termination of the employment under this Contract, the Employee shall:
3. co-operate in the cancellation, without any claim for payment or reimbursement from the Company, of the Employee’s residence visa and work permit;
4. 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
5. not at any time represent himself to be connected with the Company.
   1. 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.

# **END OF SERVICE BENEFITS[[15]](#footnote-15)**

* 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.
  2. Clause ‎17.1 shall not apply if the Employee is a UAE or GCC national enrolled in the relevant UAE pension scheme.**[[16]](#footnote-16)**
  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.**[[17]](#footnote-17)**

# **REPATRIATION**

* 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.
  2. Clause 18.1 will not apply if the Employee:

1. is a Remote Employee (as defined in the ADGM Employment Regulations) who does not reside in and does not perform work in the UAE;
2. obtains alternative employment or visa sponsorship in the UAE within 30 days from the cancellation of the Employee’s work permit; or
3. has been terminated by the Company for cause in accordance with clause 16.2(a) of this Contract.

# **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.

# **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.

# **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.

# **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**] |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed by [Company representative name]  for and on behalf of [**Company Name**]  [Company Signature & Stamp] |

**SCHEDULE A – SUMMARY OF EMPLOYMENT TERMS[[18]](#footnote-18)**

|  |  |  |
| --- | --- | --- |
| 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[[19]](#footnote-19) |  |
| 7. | Job Title |  |
| 8. | Place of Work[[20]](#footnote-20) |  |
| 9. | Working Hours |  |
| 10. | Basic Wage |  |
| 11. | Housing Allowance |  |
| 12. | Other Allowances**[[21]](#footnote-21)** |  |
| 13. | Annual Leave |  |
| 14. | Other Leaves | As per the Company’s HR Policy |

*--- END OF ADGM AUTOMATED REVIEW ---  
DISCLAIMER: This automated review is for guidance only. Please consult qualified ADGM legal counsel for final compliance verification.*

1. Please include the relevant working days. [↑](#footnote-ref-1)
2. 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. [↑](#footnote-ref-2)
3. Please include the correct reference to an internal Company policy detailing any overtime entitlements, or please include relevant overtime calculations into this Employment Contract. [↑](#footnote-ref-3)
4. 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). [↑](#footnote-ref-4)
5. 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. [↑](#footnote-ref-5)
6. Please amend as necessary if the Employee is paid on other terms, such as weekly basis. [↑](#footnote-ref-6)
7. Please amend as necessary to include any other wage payment methods. [↑](#footnote-ref-7)
8. This is the minimum required. Please amend as necessary if the number of days is higher. [↑](#footnote-ref-8)
9. 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. [↑](#footnote-ref-9)
10. This clause is optional and may only be included for managerial level employees. Please delete if not used. [↑](#footnote-ref-10)
11. This clause is optional and may only be included for managerial level employees. Please delete if not used. [↑](#footnote-ref-11)
12. Please delete if Clauses 12 and/or 13 were not used. [↑](#footnote-ref-12)
13. Please delete if Clauses 12 and/or 13 were not used. [↑](#footnote-ref-13)
14. 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. [↑](#footnote-ref-14)
15. 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. [↑](#footnote-ref-15)
16. 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. [↑](#footnote-ref-16)
17. Please delete if the previous clause was deleted, [↑](#footnote-ref-17)
18. The table needs to be filled out by the Parties. [↑](#footnote-ref-18)
19. 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.). [↑](#footnote-ref-19)
20. 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”. [↑](#footnote-ref-20)
21. For example, education, transports, cost of living, etc. [↑](#footnote-ref-21)