**AI SUMMARY**: Issues found: 104 (High: 17, Medium: 34, Low: 53)  
Categories: content (31), compliance (62), formatting (10), ambiguity (1)  
Helpful resources:  
- 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 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 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 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 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 scope.]*  
*[ADGM REVIEW: ISSUE: The disclaimer states that the 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. This could be interpreted as non-binding language, as it only refers to minimum standards and implies changes may occur without notice. | CITATION: ADGM Standard Employment Contract Template (2024) | SUGGESTION: Rephrase to confirm that the contract fully complies with current ADGM Employment Regulations and that any amendments will be formally documented and communicated.]*

**ADGM COMPLIANCE REVIEW - AUTOMATED ANALYSIS** | Analysis Date: 2025-08-11 18:52

**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: Content is instructional and not part of the legally binding contract. Its relevance to ADGM compliance is unclear without further context. | CITATION: N/A | SUGGESTION: Review the instructions to ensure they align with ADGM regulations and do not contradict any mandatory clauses. Consider moving these instructions to a separate document.]*

***[ADGM REVIEW: ISSUE: This section is a placeholder and requires the employer to complete the information. Failure to do so will render the contract incomplete and non-compliant. | CITATION: ADGM Employment Regulations require a complete and accurate employment contract. | SUGGESTION: Ensure all bracketed text is reviewed, completed, and the brackets and highlights are removed before finalizing the contract.]***

**Instructions**   
***[ADGM REVIEW: ISSUE: This section is an instruction and should be removed from the final contract. Leaving it in will be a formatting error. | CITATION: N/A | SUGGESTION: Remove this instruction section from the final contract.]***

*[ADGM REVIEW: ISSUE: This is a formatting instruction, not a contractual clause. It should be removed from the final contract. | CITATION: N/A | SUGGESTION: Remove this section before finalizing the contract.]*

**Please refer to the following instructions to aid in finalizing your employment contract:**  
*[ADGM REVIEW: ISSUE: Content is instructional and not part of the legally binding contract. Its relevance to ADGM compliance is unclear without further context. | CITATION: N/A | SUGGESTION: Review the checklist to ensure it covers all essential aspects of ADGM employment law. Consider moving these instructions to a separate document.]*

*[ADGM REVIEW: ISSUE: This is a self-certification statement. While not inherently problematic, it places the onus on the parties to ensure accuracy. It doesn't add significant legal weight. | CITATION: N/A | SUGGESTION: Consider removing this section or replacing it with a more robust due diligence process.]*

* 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: Instructional content; not part of the legally binding contract. Failure to remove square brackets in the final contract would indicate incomplete drafting. | CITATION: N/A | SUGGESTION: Ensure all square brackets are removed and replaced with specific details relevant to the employee and the company before the contract is finalized.]*

*[ADGM REVIEW: ISSUE: Instructional content; not part of the legally binding contract. This section should be deleted as instructed. | CITATION: N/A | SUGGESTION: Delete this section entirely from the final contract.]*

* 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: Placeholder text. Failure to replace this with the actual date of signing would render the contract unenforceable. | CITATION: ADGM Contract Law | SUGGESTION: Replace the placeholder with the accurate date the employment contract is signed by both parties.]***
  + **This page is deleted in its entirety**

***[ADGM REVIEW: ISSUE: Only contains a title and page number. The actual definitions are missing, which is a critical compliance issue. | CITATION: ADGM Employment Regulations 2019, Article 10 (Minimum Requirements for Employment Contracts) | SUGGESTION: Include a comprehensive list of definitions for key terms used throughout the contract, ensuring clarity and avoiding ambiguity. This is crucial for ADGM compliance.]***

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: Only contains a title and page number. The actual confidentiality/non-disclosure clauses are missing, which is a potential compliance issue depending on the nature of the employment. | CITATION: ADGM Data Protection Regulations 2021 | SUGGESTION: Include detailed clauses on confidentiality and non-disclosure, specifying the scope of confidential information, obligations of the employee, and duration of the restrictions. Ensure compliance with ADGM Data Protection Regulations.]*

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

[2. EMPLOYMENT TERM 5](#_Toc188256589)  
*[ADGM REVIEW: ISSUE: End of Service Benefits (EOSB) must comply with ADGM Employment Regulations. The reference to page '11' is irrelevant and should be removed. | CITATION: ADGM Employment Regulations 2019, Part 8 | SUGGESTION: Ensure EOSB calculation and payment align with ADGM regulations. Remove page number reference.]*

[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 contain all mandatory employment terms as per ADGM regulations. The reference to page '13' is irrelevant and should be removed. | CITATION: ADGM Employment Regulations 2019, Regulation 8 | SUGGESTION: Verify Schedule A includes all required information (job title, description, start date, compensation, benefits, etc.). Remove page number reference.]*

[9. OTHER PAID LEAVE 8](#_Toc188256596)  
*[ADGM REVIEW: ISSUE: Missing specific reference to ADGM jurisdiction. | CITATION: ADGM Employment Regulations | SUGGESTION: Include a clause explicitly stating that the contract is governed by ADGM laws and regulations.]*

[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: ADGM Companies Regulations 2020 | SUGGESTION: Document appears compliant]*

[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: ADGM Companies Regulations 2020 | SUGGESTION: Document appears compliant]*

[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. Cross-referencing to clause 6.2 is acceptable if clause 6.2 provides a clear and compliant definition. | CITATION: ADGM Employment Regulations 2019, Regulation 3 | SUGGESTION: Review clause 6.2 to ensure the definition of 'Basic Wage' is compliant and unambiguous. Ensure it excludes allowances unless explicitly stated otherwise.]*

[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 may not be necessary in an ADGM contract if the context is clear. Consider if this definition is actually used. | CITATION: N/A | SUGGESTION: Review the contract to determine if the definition of "UAE" is actually used. If not, remove it for brevity.]*

*[ADGM REVIEW: ISSUE: Cross-referencing "Wages" to clause 6.2 is acceptable, but ensure clause 6.2 provides a comprehensive definition of what constitutes "Wages" under ADGM Employment Regulations. | CITATION: ADGM Employment Regulations | SUGGESTION: Verify that clause 6.2 clearly defines "Wages" to include all mandatory components as per ADGM regulations (e.g., basic salary, allowances, etc.).]*

*[ADGM REVIEW: ISSUE: Definition of 'Year' is too narrow. It should also cover the possibility of a fiscal year different from the calendar year. | CITATION: ADGM Companies Regulations 2020 | SUGGESTION: Expand the definition of 'Year' to include the company's fiscal year if it differs from the calendar year.]*

**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: ADGM Companies Regulations 2020 | SUGGESTION: Document appears compliant]*

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

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 clause for 'unlimited employment contracts' requires careful consideration of termination clauses under ADGM Employment Regulations. Specific termination notice periods and grounds for termination must be clearly defined elsewhere in the contract. | CITATION: ADGM Employment Regulations | SUGGESTION: Ensure that the termination clauses in the contract comply with ADGM Employment Regulations regarding notice periods, grounds for termination, and potential compensation.]*

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 provided clause suggests automatic renewal without explicit consent at each renewal point, which could be problematic. | CITATION: ADGM Employment Regulations, potential conflict with provisions on contract renewal and termination. | SUGGESTION: Revise the clause to require explicit written agreement from both parties for each renewal term, ensuring compliance with ADGM regulations regarding mutual consent.]*

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

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

*[ADGM REVIEW: ISSUE: Working hours should comply with ADGM Employment Regulations. Ensure compliance with maximum working hours and rest periods. | CITATION: ADGM Employment Regulations, specifically regarding working hours and rest periods. | SUGGESTION: Review and ensure compliance with ADGM Employment Regulations regarding maximum working hours, rest periods, and breaks. Specify the total number of working hours per week.]*

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 explicitly state the reasons and ensure this aligns with ADGM Employment Regulations regarding overtime eligibility. | CITATION: ADGM Employment Regulations concerning overtime pay and exemptions. | SUGGESTION: Clearly state the reasons for overtime ineligibility and ensure it complies with ADGM regulations. Document the job role and responsibilities that justify the exemption.]*

**THE PARTIES AGREE** as follows:  
*[ADGM REVIEW: ISSUE: If the employee is eligible for overtime, the 'Company policy regarding overtime' should be clearly defined and accessible to the employee. The policy must comply with ADGM Employment Regulations. | CITATION: ADGM Employment Regulations concerning overtime pay calculations and limitations. | SUGGESTION: Reference a specific, documented company overtime policy that is compliant with ADGM regulations. Outline how overtime is calculated and any limitations.]*

# **DEFINITIONS AND INTERPRETATION**

*[ADGM REVIEW: ISSUE: The probationary period dismissal clause should be reviewed to ensure it aligns with ADGM Employment Regulations regarding termination during probation, especially concerning notice periods and reasons for termination. | CITATION: ADGM Employment Regulations regarding termination of employment, particularly during probationary periods. | SUGGESTION: Ensure the one-week notice period during probation complies with ADGM regulations. Clarify what constitutes 'cause' for termination without notice and ensure it is legally defensible under ADGM law.]*

* 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: The clause regarding remote work and temporary assignments lacks clarity on expense coverage and employee rights when working outside the primary location. It should explicitly state the company's responsibility for expenses incurred during temporary assignments and ensure compliance with local labor laws if working outside the UAE. | CITATION: ADGM Employment Regulations, particularly those related to employee duties and employer responsibilities. | SUGGESTION: Add a clause specifying expense coverage (travel, accommodation, etc.) for temporary assignments and ensure compliance with local labor laws if working outside the UAE.]*

**"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 those pertaining to permissible deductions from wages. | SUGGESTION: Explicitly list the permissible deductions as defined by ADGM Employment Regulations within the contract or refer to a specific section of the regulations.]*

**"Wages"** shall have the meaning set out in clause 6.2;  
*[ADGM REVIEW: ISSUE: The statement "The Wages is inclusive of allowances and allocated as follows" is vague. It needs to be more specific about which allowances are included. | CITATION: ADGM Employment Regulations | SUGGESTION: Clearly list all allowances included in the total wage and specify how they are allocated. Refer to specific ADGM requirements for 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: The contract uses bracketed placeholders (AED [insert amount]). These must be replaced with actual values before the contract is finalized. | CITATION: N/A | SUGGESTION: Replace the placeholder with the actual agreed-upon Basic Wage amount.]***

* 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: The contract uses bracketed placeholders (AED [insert amount]). These must be replaced with actual values before the contract is finalized. | CITATION: N/A | SUGGESTION: Replace the placeholder with the actual agreed-upon accommodation allowance amount.]***

# **EMPLOYMENT TERM** ***[ADGM REVIEW: ISSUE: The contract uses bracketed placeholders (AED [insert amount]). These must be replaced with actual values before the contract is finalized. | CITATION: N/A | SUGGESTION: Replace the placeholder with the actual agreed-upon transportation allowance amount.]***

*[ADGM REVIEW: ISSUE: The contract uses bracketed placeholders ([insert date of every month]). These must be replaced with actual values before the contract is finalized. Payment method should comply with ADGM regulations. | CITATION: ADGM Employment Regulations | SUGGESTION: Replace the placeholder with the specific date of the month for wage payment. Ensure the payment method (bank credit transfer) complies with ADGM regulations regarding wage payment methods.]*

* 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 detail the required information that must be included as per ADGM regulations. | CITATION: ADGM Employment Regulations, specifically those pertaining to pay statement requirements. | SUGGESTION: Include a list of mandatory information that must be present on the pay statement, such as gross wages, deductions, net wages, and the period for which payment is made, as required by ADGM Employment Regulations.]*

*[ADGM REVIEW: ISSUE: This section is incomplete. It only states "the amount of the Wages payable; and". It needs to specify what action or information is related to the wage amount. | CITATION: N/A | SUGGESTION: Complete this section with the relevant information or action related to the wage amount. For example, it could be related to deductions, overtime pay, or other relevant clauses.]*

* 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 specifics regarding permissible deductions. ADGM regulations require transparency and justification for all deductions. | CITATION: ADGM Employment Regulations 2019, Section 14 | SUGGESTION: Specify all permissible deductions (e.g., loan repayments, social security contributions) and the method of calculation. Ensure compliance with ADGM regulations regarding permissible deductions.]*
  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: No issues found | CITATION: ADGM Companies Regulations 2020 | SUGGESTION: Document appears compliant]*

*[ADGM REVIEW: ISSUE: The clause gives the Company absolute discretion over vacation leave timing. This could be problematic if unreasonably withheld. | CITATION: ADGM Employment Regulations 2019, Section 27 | SUGGESTION: Add language ensuring that vacation requests will not be unreasonably denied and that the Company will consider the employee's preferences. Specify the minimum vacation entitlement as per ADGM regulations.]*

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

**[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 employee's and employer's obligations upon termination, including notice periods, final salary payments, and repatriation (if applicable). | CITATION: ADGM Employment Regulations 2019, Section 20 | SUGGESTION: Detail the termination process, including notice periods (aligned with ADGM regulations), calculation and payment of final dues (salary, gratuity, accrued leave), and repatriation arrangements (if applicable).]***

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

* 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: N/A | SUGGESTION: N/A]*

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

# **HOURS OF EMPLOYMENT** *[ADGM REVIEW: ISSUE: The sick pay provision appears compliant with the minimum requirements of the ADGM Employment Regulations regarding sick leave entitlement. | CITATION: ADGM Employment Regulations regarding sick leave entitlement. | SUGGESTION: No changes needed.]*

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

* 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 might be considered excessive and could potentially violate employee privacy or be seen as unreasonable. The ADGM Employment Regulations do not specify a frequency for medical opinions, but the requirement should be reasonable and justifiable. | CITATION: ADGM Employment Regulations regarding sick leave and medical certificates. | SUGGESTION: Revise the clause to state 'The Company may require the Employee to provide a medical opinion... at reasonable intervals during a period of absence due to sickness'.]*
  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: ADGM Companies Regulations 2020 | SUGGESTION: Document appears compliant]*

*[ADGM REVIEW: ISSUE: While mentioning statutory maternity leave, the contract should explicitly state the duration and pay in accordance with ADGM Employment Regulations. | CITATION: ADGM Employment Regulations 2019, Section 30 | SUGGESTION: Specify the duration of maternity leave (as per ADGM regulations) and the percentage of salary to be paid during the leave period. Clarify eligibility criteria.]*

***OR***  
*[ADGM REVIEW: ISSUE: Similar to maternity leave, the contract should explicitly state the duration and pay for paternity leave in accordance with ADGM Employment Regulations. | CITATION: ADGM Employment Regulations 2019, Section 31 | SUGGESTION: Specify the duration of paternity leave (as per ADGM regulations) and the percentage of salary to be paid during the leave period. Clarify eligibility criteria.]*

**[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: The clause grants the company sole discretion to amend the Employee Handbook. While companies have the right to update policies, the ADGM Employment Regulations emphasize fair treatment and reasonable notice. Unilateral changes without consultation or reasonable notice could be problematic. | CITATION: ADGM Employment Regulations regarding fair treatment and reasonable notice of changes to employment terms. | SUGGESTION: Add a clause stating that changes to the Employee Handbook will be communicated to employees with reasonable notice.]*

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: N/A | SUGGESTION: N/A]*

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

**[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: The clause states that disciplinary rules and procedures do not form part of the contract. While an employee handbook can supplement the contract, key disciplinary procedures should be referenced within the contract itself to ensure enforceability and transparency. | CITATION: ADGM Employment Regulations, particularly those relating to fair treatment and due process in disciplinary matters. | SUGGESTION: Include a summary of the key disciplinary procedures within the contract or explicitly incorporate the Employee Handbook by reference, ensuring it's readily accessible to the employee.]*

***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 is very broad and may be considered overly restrictive. The phrase 'all processes relating to the operations or business of the Company' could be interpreted too widely. | CITATION: ADGM Employment Regulations concerning employee rights and fair contractual terms. | SUGGESTION: Narrow the scope of the intellectual property clause to specifically define the types of inventions, discoveries, etc., that are covered. Ensure it relates directly to the employee's role and responsibilities.]*

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

***[ADGM REVIEW: ISSUE: This clause is too vague. Without knowing what 'clause 11.1' refers to, it's impossible to determine if this waiver is enforceable or compliant with ADGM regulations. Blanket waivers are often problematic. | CITATION: ADGM Employment Regulations regarding employee rights and waivers. | SUGGESTION: Specify exactly what claims the employee is waiving and ensure the waiver is compliant with ADGM regulations regarding employee rights. Consider removing or rephrasing to ensure clarity and enforceability.]***

* 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: No issues found | CITATION: N/A | SUGGESTION: N/A]*

* 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 should be reasonable in scope, duration, and geographical area. | CITATION: ADGM Employment Regulations regarding reasonable restrictions on post-employment activities. | SUGGESTION: Narrow the geographical scope of the non-compete clause to the specific area where the company operates within ADGM or the UAE, and ensure the restriction is demonstrably necessary to protect legitimate business interests.]*

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 should be reasonable. | CITATION: ADGM Employment Regulations regarding reasonable restrictions on post-employment activities. | SUGGESTION: Limit the geographical scope of the non-solicitation clause to the specific area where the company's customers are located and ensure the restriction is demonstrably necessary to protect legitimate business interests.]*

***[ADGM REVIEW: ISSUE: The non-solicitation clause with a one-year restriction within the UAE may be considered overly broad and potentially unenforceable under ADGM regulations, depending on the employee's role and the specific nature of the business. | CITATION: ADGM Employment Regulations concerning restraint of trade and employee mobility. | SUGGESTION: Review the reasonableness of the one-year restriction and the geographic scope (UAE). Consider narrowing the scope to specific clients or employees and justifying the restriction based on the employee's access to confidential information and the legitimate business interests of the company.]***

1. accommodation allowance of AED **[insert amount]**; and  
   *[ADGM REVIEW: ISSUE: While confidentiality clauses are standard, ensure the scope is reasonable and doesn't unduly restrict the employee's future employment opportunities. The clause should also comply with ADGM data protection regulations. | CITATION: ADGM Data Protection Regulations 2021 | SUGGESTION: Review the scope of the confidentiality clause to ensure it is reasonable and necessary to protect legitimate business interests. Ensure compliance with ADGM data protection regulations regarding employee data.]*

*[ADGM REVIEW: ISSUE: Confidentiality clause is generally acceptable but should be reviewed to ensure it aligns with ADGM data protection regulations and any internal data security policies. | CITATION: ADGM Data Protection Regulations. | SUGGESTION: Review the clause in light of ADGM's data protection laws to ensure it adequately protects confidential information while complying with data privacy requirements.]*

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 clause stating that the employee 'waives all defenses' to the enforcement of restrictive covenants is problematic. ADGM regulations require that restrictive covenants be reasonable and enforceable, and an employee cannot waive their right to challenge unreasonable restrictions. | CITATION: ADGM Employment Regulations concerning restraint of trade and employee rights. | SUGGESTION: Remove the phrase 'waives all defenses'. Ensure that the restrictive covenants are demonstrably reasonable and necessary for the protection of the company's legitimate business interests.]***

*[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: Potentially non-compliant. While 30 days' notice is common, ADGM Employment Regulations may specify minimum notice periods based on length of service. This needs verification. | CITATION: ADGM Employment Regulations, potentially Section 25 | SUGGESTION: Review ADGM Employment Regulations regarding minimum notice periods based on length of service and adjust the clause accordingly to ensure compliance.]*

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: N/A - Common practice, but should be clearly defined | SUGGESTION: Explicitly state that the employee will receive full pay and benefits during any period of 'garden leave' imposed by the Company.]*

***[ADGM REVIEW: ISSUE: This section is too broad. It needs to specify the grounds for immediate termination, ensuring they align with ADGM Employment Regulations regarding gross misconduct or other justifiable reasons. Unjustified immediate termination could lead to legal challenges. | CITATION: ADGM Employment Regulations 2019, Section 21 | SUGGESTION: List specific and justifiable reasons for immediate termination, such as gross misconduct, breach of contract, or other reasons permitted under ADGM Employment Regulations. Ensure due process is followed before immediate termination.]***

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: The phrase 'for cause if the Employee is under a probationary period' is vague. The definition of 'cause' needs to be clearly defined and aligned with ADGM Employment Regulations. Probationary periods also have specific limitations under ADGM law. | CITATION: ADGM Employment Regulations 2019, specifically regarding termination and probationary periods. | SUGGESTION: Define 'cause' explicitly within the contract, referencing specific performance or conduct issues. Ensure the probationary period adheres to ADGM regulations regarding duration and termination rights.]*

***[ADGM REVIEW: ISSUE: This section is incomplete. It states 'On termination of the employment under this Contract, the Employee shall:' but doesn't specify what the employee is required to do. This lack of detail creates ambiguity and potential for disputes. | CITATION: ADGM Employment Regulations 2019, regarding termination procedures and employee obligations. | SUGGESTION: Specify the employee's obligations upon termination, such as returning company property, handing over information, and cooperating with the transition.]***

* 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: Potentially non-compliant. Requiring the employee to cooperate in visa cancellation 'without any claim for payment or reimbursement' may violate ADGM regulations if the employee has incurred costs related to the visa that the company is obligated to cover. | CITATION: ADGM Employment Regulations (Implied terms regarding fair treatment and reimbursement of expenses) | SUGGESTION: Revise the clause to ensure it complies with ADGM regulations regarding reimbursement of visa-related expenses. Consider adding 'in accordance with ADGM regulations' to the end of the sentence.]*

*[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: The clause 'not at any time represent himself to be connected with the Company' is overly broad and potentially unenforceable. It lacks specific context and time limitations. | CITATION: General principles of contract law regarding reasonableness and enforceability of restrictive covenants. | SUGGESTION: Clarify the scope and duration of this restriction. Consider specifying the types of representations that are prohibited and limiting the restriction to a reasonable period after termination.]*

*[ADGM REVIEW: ISSUE: Payment in lieu of notice requires written consent \*after\* notice is given. This aligns with typical practice but should be explicitly stated to avoid ambiguity. The phrase 'on or after the provision of notice' is acceptable but could be clearer. | CITATION: ADGM Employment Regulations, potentially related to termination clauses but not explicitly defined for payment in lieu. Refer to common law principles applicable in ADGM. | SUGGESTION: Clarify that the written consent must be obtained \*after\* the notice of termination has been provided to the employee.]*

* 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 of end-of-service gratuity adheres strictly to 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 correctly applied and documented. ADGM companies are not obligated to enroll non-UAE/GCC nationals in UAE pension schemes. | CITATION: UAE Federal Law No. 3 of 1999 concerning Social Security and its amendments, as applicable within the UAE legal framework. | SUGGESTION: Maintain accurate records of employee nationality and pension scheme enrollment status. Ensure compliance with applicable UAE pension laws for eligible 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 should be clearly defined in terms of class and baggage allowance to avoid disputes. | CITATION: While not explicitly mandated in ADGM Employment Regulations, repatriation is a common practice and can be implied from general employment standards. | SUGGESTION: Specify the class of travel and baggage allowance for the repatriation flight in the contract.]*

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: This section refers to Clause 18.1 without providing any context about what Clause 18.1 covers. This makes it impossible to assess the implications of this exception. | CITATION: N/A - Requires context from Clause 18.1 | SUGGESTION: Provide the full text or a summary of Clause 18.1 to understand the implications of this exception. Ensure Clause 18.1 itself is compliant with ADGM 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: This section refers to Clause 16.2(a) regarding termination for cause, but without the context of Clause 16.2(a), it's impossible to determine if the termination process aligns with ADGM regulations. The definition of 'cause' is also critical here. | CITATION: ADGM Employment Regulations 2019, regarding termination procedures and acceptable grounds for termination. | SUGGESTION: Provide the full text or a summary of Clause 16.2(a). Ensure the definition of 'cause' and the termination process comply with ADGM regulations, including notice periods and due process.]***
  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 of electronic delivery that are considered valid (e.g., email with confirmation of receipt). | CITATION: N/A | SUGGESTION: Specify acceptable methods of electronic delivery (e.g., registered email with read receipt) to avoid ambiguity.]*
  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 definition of 'administrative nature' is vague. This could lead to disputes. Any amendment should ideally be documented and acknowledged by both parties. | CITATION: General contract law principles applicable in ADGM. | SUGGESTION: Provide examples of what constitutes an 'administrative nature' amendment or remove the exception altogether and require all amendments to be in writing and signed by both parties.]*

# **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: The title 'SCHEDULE A – SUMMARY OF EMPLOYMENT TERMS' is generic. The schedule itself needs to contain all mandatory employment terms as required by ADGM law, such as salary, working hours, leave entitlements, and other benefits. | CITATION: ADGM Employment Regulations 2019, regarding mandatory employment terms that must be included in the contract. | SUGGESTION: Ensure Schedule A includes all mandatory employment terms as specified by ADGM regulations. Review the schedule for completeness and accuracy.]***

1. statutory maternity leave (including adoption) and maternity pay; or  
   ***[ADGM REVIEW: ISSUE: Section content is unknown, making compliance assessment impossible. Missing key employment terms. | CITATION: ADGM Employment Regulations 2019, Article 10 (Minimum Requirements for Employment Contracts) | SUGGESTION: Populate the table with all mandatory employment terms as per ADGM regulations, including job title, responsibilities, compensation, benefits, working hours, termination clauses, and applicable ADGM law.]***

*[ADGM REVIEW: ISSUE: Table 2 only includes basic information (Company Name, Employee's Name, Date of Birth). It lacks crucial details required for identification and record-keeping, such as employee ID, job title, and contact information. | CITATION: ADGM Data Protection Regulations and general principles of record-keeping. | SUGGESTION: Expand Table 2 to include all necessary employee information, such as employee ID, job title, contact details, and emergency contact information. Ensure compliance with ADGM Data Protection Regulations when handling personal data.]*

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.

|  |
| --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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)