**Employment Contract**

This contract, dated on the 17th day of June in the year 2019 is made between APRT Sacco and Mercy Ndungu. This document constitutes an employment agreement between these two parties and is governed by the Sacco by laws.

WHEREAS the Employer desires to retain the services of the Employee, and the Employee desires to render such services, these terms and conditions are set forth.

IN CONSIDERATION of this mutual understanding, the parties agree to the following terms and conditions:

1. **Employment**

The Employee agrees that he or she will faithfully and to the best of their ability carry out the duties and responsibilities communicated to them by the Employer. The Employee shall comply with all company policies, rules and procedures at all times.

1. **Position**

As a Marketing manager, it is the duty of the Employee to perform all essential job functions and duties. From time to time, the Employer may also add other duties within the reasonable scope of the Employee’s work.

1. **Time**

Working hours 8 am to 5 pm from Monday to Friday and

8:30 am to 1pm on Saturday

1. **Compensation**

As compensation for the services provided, a mandatory Shillings 10,000 responsibility allowance, daily credit of Shillings 200, daily fare of shillings 200. Other benefit of shillings 30,000 + 5% commission that is to be released by the Sacco after receiving a tangible shillings 150,000 worth of business from the employee.

1. **Condition for compensation**

In case the target of shillings 150,000 is not met, the Sacco will be forced to deduct daily fare of shillings 200 from the compensation and also divide the benefit + commission accordingly in consideration to the amount of tangible business received.

1. **Probationary Period**

It is understood that the first three months of employment constitutes a probationary period.

After the probation period the terms of the contract can be revised.

1. **Termination**

It is the intention of both parties to form a long and mutually profitable relationship. However, this relationship may be terminated by either party at any time provided a one month written notice is delivered to the other party Or a payment equivalent to one month’s salary

The Employee agrees to return any Employer property upon termination.

1. **Non-Competition and Confidentiality**

As an Employee, you will have access to confidential information that is the property of the Employer. You are not permitted to disclose this information outside of the Company.

During your time of Employment with the Employer, you may not engage in any work for another Employer that is related to or in competition with the Company. You will fully disclose to your Employer any other Employment relationships that you have and you will be permitted to seek other employment provided that:

(a.) it does not detract from your ability to fulfill your duties,

(b.) you are not assisting another organization in competing with the employer.

It is further acknowledged that upon termination of your employment, you will not solicit business from any of the Employer’s clients.

1. **Entirety**

This contract represents the entire agreement between the two parties and supersedes any previous written or oral agreement. This agreement may be modified at any time, provided the written consent of both the Employer and the Employee.

1. **Severability**

The parties agree that if any portion of this contract is found to be void or unenforceable, it shall be struck from the record and the remaining provisions will retain their full force and effect.

1. **Jurisdiction**

This contract shall be governed, interpreted, and construed in accordance with the laws of the Sacco.

In witness and agreement whereof, the Employer has executed this contract with due process through the authorization of official company agents and with the consent of the Employee, given here in writing.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Employee Signature** **Date**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APRT SACCO Official Signature** **Date**