

Formal Six-Year Fixed-Term Employment Contract

Hali Technology Limited

AND

Edwin Kimani Ndwaru

1. PARTIES AND STATUTORY PARTICULARS

This Employment Contract (the "Agreement") is made and entered into on this [Day] day of [Month], [Year] (the "Effective Date"), by and between:

- **Company:** Hali Technology Limited
- **Employee:** Edwin Kimani Ndwaru

Employment Act, 2007, Section 10(2) Mandatory Particulars

- **Name of Employer/Employee:** Hali Technology Limited / Edwin Kimani Ndwaru
- **Address:** [Company Registered Address, P.O. Box] / [Employee Permanent Address, P.O. Box]
- **Registration/ID No.:** [Company Registration Number] / [Employee National ID/Passport Number]
- **Sex & Age:** N/A / [Male/Female], [Age]
- **Date of Commencement:** N/A / Effective Date

2. TERM OF EMPLOYMENT (FIXED TERM)

2.1 Duration and Automatic Expiry

The Company employs the Employee for a fixed term of six (6) years, commencing on the Effective Date and automatically expiring on [Date Six Years from Effective Date] (the "Expiry Date").

2.2 No Legitimate Expectation of Renewal

The parties expressly agree that, upon the Expiry Date, this contract shall automatically terminate without notice or payment in lieu thereof. There is no expectation of renewal for permanent employment.

3. POSITION, DUTIES, AND PLACE OF WORK

3.1 Position and Job Description

The Employee's position is [Specific Job Title], reporting to [Supervisor/Title]. A detailed Job Description is attached as Schedule A.

3.2 Place and Hours of Work

- **Place of Work:**
- **Hours of Work**

4. REMUNERATION AND BENEFITS

4.1 Basic Salary

The Basic Salary is Kshs 30,000(thirty thousand Kenyan Shillings) payable monthly, subject to statutory deductions.

4.2 Allowances and Benefits

- **Housing/Accommodation:** Reasonable accommodation provided or rent for housing in addition to salary.
- **Other Benefits:** [List benefits like Medical Cover, Pension Scheme, etc.]

5. LEAVE ENTITLEMENTS

5.1 Annual Leave

Twenty-one (21) working days of paid annual leave annually, mutually agreed upon.

5.2 Sick Leave

After two months, the Employee is entitled to seven (7) days of sick leave with full pay, upon medical certification.

5.3 Maternity/Paternity Leave

- **Maternity Leave:** Three (3) months with full pay upon notice.
- **Paternity Leave:** Two (2) weeks with full pay.

6. TERMINATION OF EMPLOYMENT

6.1 Termination by Notice

Either party may terminate this Agreement with one (1) month's written notice or payment in lieu thereof.

6.2 Termination for Cause

The Company can terminate the Employee's employment without notice for fundamental breach of contract or misconduct.

6.3 Fair Hearing and Process

Prior to any termination for cause, the Employee shall be afforded a fair hearing and due process.

7. INTELLECTUAL PROPERTY (IP) OWNERSHIP

7.1 Assignment of IP

All intellectual property created during employment shall belong exclusively to the Company.

7.2 Equitable Remuneration

Inventions of exceptional importance may qualify for additional remuneration based on the Industrial Property Act.

8. RESTRICTIVE COVENANTS

8.1 Confidentiality

The Employee shall not disclose confidential information during or after employment.

8.2 Non-Compete

Upon termination, the Employee shall not engage in competing businesses for[e.g., twelve (12)]months within Nairobi.

9. DISPUTE RESOLUTION

Any disputes arising from this Agreement shall be referred to a Labour Officer or the Employment and Labour Relations Court in Kenya for resolution.

10. GOVERNING LAW

This Agreement shall be governed by the laws of the Republic of Kenya.

SIGNATURES

FOR AND ON BEHALF OF HALI TECHNOLOGY LIMITED (THE COMPANY)

Signature: _____

Name: _____

Title: _____

Date: _____

THE EMPLOYEE

Signature: _____

Name: Edwin Kimani Ndwaru

ID/Passport No.: _____

Date: _____

This Employment Contract template is designed to meet the requirements of the Kenyan Employment Act, 2007. However, it should be reviewed and approved by a qualified Kenyan Advocate before execution to ensure compliance with Hali Technology Limited's specific needs and relevant case law.