

العقد الوظيفي  
EMPLOYMENT CONTRACT

Contract ID: 10512610

رقم العقد: 10512610

This contract was created electronically under the supervision of the Ministry of Human Resources and Social Development, Kingdom of Saudi Arabia on **06-10-1444 (26-04-2023)**, between:

أبرم هذا العقد إلكترونياً تحت إشراف وزارة الموارد البشرية والتنمية الاجتماعية، المملكة العربية السعودية في يوم **1444-10-06** هـ الموافق **2023-04-26** م بين كل من:

## FIRST PARTY:

**Company/Corporation:** فرع شركة نباتات للمقاولات مساهمة مقفلة  
**National Unified Number:** 7008105293  
**Establishment Number:** 4-1968415  
**Commercial Registration:** 2050138063  
**Address:** الدمام الأمير محمد بن فهد 31555  
**Work Location:** Dammam  
**Email Address:** [econtract@nabatat.com.sa](mailto:econtract@nabatat.com.sa)  
**Represented by:** اداري موارد بشرية as عبدالله الخالدي  
hereinafter referred to as (First Party),

## الطرف الأول:

**شركة/مؤسسة:** فرع شركة نباتات للمقاولات مساهمة مقفلة  
**الرقم الوطني الموحد:** 7008105293  
**رقم المنشأة:** 4-1968415  
**السجل التجاري:** 2050138063  
**العنوان:** الدمام الأمير محمد بن فهد 31555  
**مكان العمل:** الدمام  
**البريد الإلكتروني:** [econtract@nabatat.com.sa](mailto:econtract@nabatat.com.sa)  
**ويمثلها بالتوقيع:** عبدالله الخالدي بصفته اداري موارد بشرية  
ويشار إليه فيما بعد بـ (الطرف الأول)،

## SECOND PARTY:

**Name:** رضا عبد المجيد محمد ابراهيم  
**Profession:** Road maintenance worker  
**Employee Number:** 405972  
**Nationality:** Egyptian  
**Date of Birth:** 16-02-1976  
**Identity Number:** 2503732816  
**ID Type:** Iqama ID  
**ID Expiry Date:** 02-10-2024  
**Gender:** Male  
**Religion:** Muslim  
**Marital Status:** SINGLE  
**Education:** High school education  
**Speciality:** Secondary Education (General)  
**Iban:** SA2580000365608016203613  
**Bank Name:** Al Rajhi Bank  
**Email Address:** [econtract0@gamil.com](mailto:econtract0@gamil.com)  
**Mobile Number:** 966 0592993070

## الطرف الثاني:

**الاسم:** رضا عبد المجيد محمد ابراهيم  
**المهنة:** عامل صيانة الطرق  
**الرقم الوظيفي:** 405972  
**الجنسية:** مصري  
**تاريخ الميلاد:** 16-02-1976  
**رقم الهوية:** 2503732816  
**نوع الهوية:** إقامة  
**تاريخ الإنتهاء:** 02-10-2024  
**الجنس:** ذكر  
**الديانة:** مسلم  
**الحالة الاجتماعية:** أعزب  
**المؤهل العلمي:** تعليم ثانوي  
**التخصص:** الثانوي عام  
**رقم الآيبان:** SA2580000365608016203613  
**اسم البنك:** مصرف الراجحي  
**البريد الإلكتروني:** [econtract0@gamil.com](mailto:econtract0@gamil.com)  
**رقم الجوال:** 966 0592993070

hereinafter referred to as the (Second Party),

ويشار إليه فيما بعد بـ (الطرف الثاني)،

The two parties have agreed that the second party will work for the first party under its management and supervision with the job of **LABOUR** and carry out the work assigned to him/her in proportion to his/her practical, scientific and technical capabilities in accordance with the needs of the work and in a manner that does not conflict with the controls stipulated in Articles (fifty-eight, fifty-nine, sixty) from the Saudi Labor Law.

اتفق الطرفان على أن يعمل الطرف الثاني لدى الطرف الأول تحت إدارته و إشرافه بوظيفة **عامل صيانة الطرق** ومباشرة الأعمال التي يكلف بها بما يتناسب مع قدراته العملية والعلمية والفنية وفقاً لاحتياجات العمل وبما لا يتعارض مع الضوابط المنصوص عليها في المواد (الثامنة والخمسون، التاسعة والخمسون، الستون) من نظام العمل.

The contract's duration is **2 years**, starting from **04-05-2023** and ends in **03-05-2025**, noted that the date of commencement (joining date) of the second party's work is **04-05-2023**.

مدة هذا العقد **2 سنة** يبدأ من تاريخ **2023-05-04**، وينتهي في **2025-05-03**. علماً بأن تاريخ مباشرة الطرف الثاني للعمل هو **2023-05-04**.

The contract will be renewed for a similar period unless one of the two parties informs the other in writing of his unwillingness to renew the

وتتجدد لمدة أو لمدد مماثلة ما لم يشعر أحد الطرفين الآخر خطياً بعدم رغبته في التجديد قبل (90) يوماً من تاريخ انتهاء العقد.

contract **90** days before the contract expires.

The second party is subject to a trial period of **90** days starting from the date of commencing work, during which Eid al-Fitr and Eid al-Adha holidays and sick leave are not included in the calculation. **Both parties have** the right to terminate the contract during this period, unless the contract specifies the right of one party to terminate.

## Working days and hours

The working days are set as **48** hours per week, and the first party is obligated to pay the second party an additional wage for the overtime hours equal to the hourly wage plus 50% of his basic wage.

## The obligations of the first party

The first party pays the second party a basic fee of **4,500.00** Saudi Riyals, which is due at the end of each **month**

The second party deserves for each year a paid annual leave of **21** days, and the first party determines its dates during the year of entitlement according to work conditions, provided that the leave wage is paid in advance when it is due, and the first party has to postpone the leave after the end of the year of entitlement for a period not exceeding 90 days, and with the consent of the party Second, in writing, to postpone it to the end of the year following the year of entitlement, according to the requirements of work conditions.

The first party is obligated to provide medical care to the second party with health insurance in accordance with the provisions of the Cooperative Health Insurance Policy

The first party is obligated to pay the contributions of the General Organization for Social Insurance according to its regulations

The first party bears the fees for the second party's recruitment/transfer, the residency fee, the work permit and its renewal and any resulting fines, change of occupation, exit and return fees, and the return ticket for the second party to his home by the same mean he/she came by after the end of the relationship between the two parties.

The first party is obligated to pay the expenses of preparing the body of the second party and transporting it to the party in which the contract was concluded or bringing the employee from it unless he is buried with the consent of his relatives inside the Kingdom or the General Organization for Social Insurance is obligated to do so.

## The obligations of the second party

To perform the work entrusted to him in accordance with the principles of the profession and according to the instructions of the first party if there is nothing in these instructions that contradicts the contract, order or public morals and there is nothing in their implementation that puts him at risk

يخضع الطرف الثاني لفترة تجربة مدتها **90** يوماً تبدأ من تاريخ مباشرته للعمل ولا يدخل في حسابها إجازة عيدي الفطر والأضحى والإجازة المرضية **ويكون للطرفين** الحق في إنهاء العقد خلال هذه الفترة، ما لم ينص العقد على أحقية أحدهما في الإنهاء

## أيام وساعات العمل

تحدد أيام العمل بـ **48** ساعة أسبوعياً ويلتزم الطرف الأول بأن يدفع للطرف الثاني أجراً إضافياً عن ساعات العمل الإضافية يوازي أجر الساعة مضافاً إليه ٥٠٪ من أجره الأساسي.

## التزامات الطرف الأول

يدفع الطرف الأول للطرف الثاني أجراً أساسياً قدره **4,500.00** ريال سعودي يستحق نهاية كل شهر

يستحق الطرف الثاني عن كل عام إجازة سنوية مدتها **21** يوماً مدفوعة الأجر ويحدد الطرف الأول تاريخها خلال سنة الاستحقاق وفقاً لظروف العمل على أن يتم دفع أجر الإجازة مقدماً عند استحقاقها وللطرف الأول تأجيل الإجازة بعد نهاية سنة استحقاقها لمدة لا تزيد عن 90 يوماً كما له بموافقة الطرف الثاني كتابة تأجيلها إلى نهاية السنة التالية لسنة الاستحقاق وذلك حسب مقتضيات ظروف العمل.

يلتزم الطرف الأول بتوفير الرعاية الطبية للطرف الثاني بالتأمين الصحي وفقاً لأحكام نظام الضمان الصحي التعاوني

يلتزم الطرف الأول بسداد اشتراكات المؤسسة العامة للتأمينات الاجتماعية حسب أنظمتها

يتحمل الطرف الأول رسوم استقدام الطرف الثاني / نقل خدماته إليه ورسوم الإقامة وخصم العمل وتجديدهما وما يترتب على تأخير ذلك من غرامات ورسوم تغيير المهنة والخروج والعودة وتذكروا عودة الطرف الثاني إلى موطنه بالوسيلة التي قدم بها بعد انتهاء العلاقة بين الطرفين

يلتزم الطرف الأول بنفقات تجهيز جثمان الطرف الثاني ونقله إلى الجهة التي أبرم فيها العقد أو استقدام الموظيف منها ما لم يدفع بموافقة ذويه داخل المملكة أو تلتزم المؤسسة العامة للتأمينات الاجتماعية بذلك.

## التزامات الطرف الثاني

أن ينجز العمل الموكل إليه وفقاً لأصول المهنة ووفق تعليمات الطرف الأول إذا لم يكن في هذه التعليمات ما يخالف العقد أو النظام أو الآداب العامة ولم يكن في تنفيذها ما يعرضه للخطر

To take adequate care of the tools and tasks assigned to him and the raw materials owned by the first party placed at his disposal or in his custody and to return to the first party the non-expendable materials

To provide assistance and support without requiring additional pay in cases of dangers threatening the safety of the workplace or the persons employed in it.

To undergo any medical examinations required by the first party before or during joining the work to verify that he/she is free from occupational or communicable diseases

The second party is committed to good manners and work ethics while at work, and at all times abides by the rules, customs, norms and ethics in force at the Kingdom of Saudi Arabia, as well as the rules, regulations and instructions in force at the first party and bears all the financial penalties resulting from his violation of these regulations

Approval of the first party deducting the prescribed percentage from the monthly wage for participation in the General Organization for Social Insurance

## Expiration or Termination of The Contract

This contract ends with the expiry of its term in the fixed-term contract or with the agreement of the two parties to terminate it, provided that the second party agrees in writing

The first party has the right to terminate the contract of the second party without award, notice or compensation according to the cases mentioned in Article (eighty) of the work system, provided that the second party is given the opportunity to express reasons for his opposition to the termination.

The second party has the right to leave work and terminate the contract without notifying the first party while retaining his right to obtain all his dues according to the cases mentioned in Article (eighty-first) of the work system.

## End of Service Reward

Upon termination of the contractual relationship by the first party, or with the agreement of the two parties, or with the end of the contract period, or as a result of force majeure, the second party is entitled to a reward of fifteen days' wages for each of the first five years and a month's wage for each year of the following. The employee is entitled to a reward for the parts of the year in proportion to what she/he spent in work, and the remuneration is calculated on the basis of the last wage

## Applicable System and Jurisdiction

This contract is subject to the labor regulations and its executive regulations and the decisions issued in its implementation in all cases where no provision is made in this contract. This contract replaces all previous verbal or written agreements and contracts if any.

In the event that a dispute arises between the two parties regarding this contract, the Jurisdiction shall be convened for the labor cases qualified

أن يعتني عناية كافية بالأدوات والمهمات المسندة إليه والخامات المملوكة للطرف الأول الموضوعة تحت تصرفه أو التي تكون في عهده وأن يعيد إلى الطرف الأول المواد غير المستهلكة

أن يقدم كل عون ومساعدة دون أن يشترط لذلك أجراً إضافياً في حالات الأخطار التي تهدد سلامة مكان العمل أو الأشخاص الموظفين فيه

أن يخضع وفقاً لطلب الطرف الأول للفحوص الطبية التي يرغب في إجرائها عليه قبل الالتحاق بالعمل أو أثناءه للتحقق من خلوه من الأمراض المهنية أو السارية

يلتزم الطرف الثاني بحسن السلوك والأخلاق أثناء العمل وفي جميع الأوقات يلتزم بالأنظمة والأعراف العادات والآداب المرعية في المملكة العربية السعودية وكذلك بالقواعد واللوائح والتعليمات المعمول بها لدى الطرف الأول ويتحمل كافة الغرامات المالية الناتجة عن مخالفته لتلك الأنظمة

الموافقة على استقطاع الطرف الأول للنسبة المقررة عليه من الأجر الشهري للاشتراك في المؤسسة العامة للتأمينات الاجتماعية

## انتهاء العقد أو إنهائه

ينتهي هذا العقد بانتهاء مدته في العقد محدد المدة أو باتفاق الطرفين على إنهائه بشرط موافقة الطرف الثاني كتابة

يحق للطرف الأول فسخ العقد دون مكافأة أو إشعار للطرف الثاني أو تعويضه شريطة إتاحة الفرصة للطرف الثاني في إبداء أسباب معارضته للفسخ وذلك طبقاً للحالات الواردة في المادة (الثمانون) من نظام العمل

حق للطرف الثاني ترك العمل وإنهاء العقد دون إشعار الطرف الأول مع احتفاظه بحقه في الحصول على كافة مستحقاته طبقاً للحالات الواردة في المادة (الحادية والثمانون) من نظام العمل

## مكافأة نهاية الخدمة

يستحق الطرف الثاني عند إنهاء العلاقة التعاقدية من قبل الطرف الأول أو باتفاق الطرفين أو بانتهاء مدة العقد أو نتيجة لقوة قاهرة مكافأة قدرها أجر خمسة عشر يوماً عن كل سنة من السنوات الخمس الأولى وأجر شهر عن كل سنة من التالية ويستحق الموظف مكافأة عن أجزاء السنة بنسبة ما قضاه منها في العمل وتحسب المكافأة على أساس الأجر الأخير

## النظام الواجب التطبيق والاختصاص القضائي

يخضع هذا العقد لنظام العمل ولائحته التنفيذية والقرارات الصادرة تنفيذاً له في كل مالم يرد به نص في هذا العقد ويحل هذا العقد محل كافة الاتفاقيات والعقود السابقة الشفهية منها أو الكتابية إن وجدت

في حالة نشوء خلاف بين الطرفين حول هذا العقد فإن الاختصاص القضائي ينعقد للجهة

authority in the Kingdom of Saudi Arabia

المختصة بنظر القضايا العمالية في المملكة العربية السعودية

Warnings and notifications between the two parties are made in writing through the electronic communication channels in the Qiwa platform for each of the parties. The address and email address registered in Qiwa platform will be considered legally applicable, and both parties are obligated to update them on Qiwa platform in the event of any change.

تم الإخطارات والإشعارات بين الطرفين كتابة عن طريق قنوات التواصل الإلكترونية في منصة قوى لكل من الطرفين ويلتزم كل طرف في حال تغييره للعنوان الخاص به أو تغيير البريد الإلكتروني بتعديلها من خلال منصة قوى وإلا اعتبر عنوان العنوان أو البريد الإلكتروني المسجل لدى منصة قوى هما المعمول بهما نظاماً.

## Additional Terms

## بنود إضافية

1. The First Party has the right to relocate the Second Party to be in any place, even if that requires changing his residence, at any of the First Party's branches or sites in the Kingdom of Saudi Arabia. depending on the work needs and in accordance with the applicable laws and regulations, and the rules stipulated in the First Party Internal Work Regulations.
2. First party shall be entitled to extend the probation period for an additional one period of (90) day by serving the Second party a written letter, whereas the probation period shall be excluding Eid al-Fitr and Eid al-Adha holidays and sick leave. The First Party solely has the right to terminate the Contract during the probation period without a prior notice or any compensation.
3. The Second Party shall adhere to the work schedule prepared by the First Party. The First Party may modify the weekly rest days and the said schedule as required for the work needs and conditions. The Second Party shall not be entitled to claim any remuneration for overtime hours unless he was formally assigned by the First Party in writing of such overtime. In case where the first party provide to the second party necessary facilities to perform the job instead of providing financial allowances these facilities will not be considered in calculation of end of services. The two parties agreed that not all amounts of commission bonus or overtime work hours which by their nature are subject to increase or decrease shall be calculated in the wage on the basis of which the end of service gratuity is settled based on Article 86 of the Saudi Labor Law.
4. The First Party shall provide the Second Party with an economy ticket from and to his Home Country, that is stated above in this Contract, upon the Second Party's leaving his Home Country to the Kingdom at the beginning of this Contract -unless the Second Party is resident in the Kingdom at the time of recruiting- and when the Second Party returns to his Home Country at the end of this Contract. The First party shall provide the Second Party with an economy ticket when his leave entitlement is due every months, and upon his desire to travel to his Home Country, that is stated above in this Contract. The Second Party shall bear -among other expenses- his travel costs in the following cases: 1. If the Second Party terminates his employment prior to the expiry of the Contract 2. If the Second Party commits any of the violations specified by the Labor Law in Article (80) thereof.
5. More Articles for Female The Second Party is entitled to have a maternity leave with full pay for ten weeks distributed as wishes Such leave starts at most four weeks prior to the probable date of delivery Such date shall be determined by the acceptable medical authority by the First Party or by a medical certificate attested by a health authority. The Second Party when returning to work following the maternity leave is entitled to have rest time or times to feed her child Such rest times shall not exceed in total one hour per day Such

1. يجوز للطرف الأول نقل الطرف الثاني من مكان عمله الأصلي إلى مكان آخر يقتضي تغيير محل إقامته في أي من فروع الطرف الأول أو مواقعه التابعة له في المملكة العربية السعودية ، وفقاً لاحتياجات العمل، والأنظمة واللوائح السارية، والقواعد المطبقة في لائحة تنظيم العمل الداخلية للطرف الأول
2. للطرف الأول الحق في تمديد فترة التجربة بموجب إشعار كتابي يرسل للطرف الثاني وذلك لمرة واحدة ولمدة (90) يوم أخرى، على أن لا يدخل في حساب أي من فترة التجربة الأصلية أو تمديداتها إجازة عيدي الفطر، والأضحى، والإجازة المرضية، وللطرف الأول وحده الحق في إنهاء العقد خلال هذه الفترة دون إنذار مسبق، أو أي تعويضات
3. يلتزم الطرف الثاني بالعمل حسب جدول أوقات العمل الذي يحدده الطرف الأول. كما للطرف الأول الحق في تعديل أيام الراحة الأسبوعية والجدول المذكور حسب مقتضيات وظروف العمل. لا يحق للطرف الثاني مطالبة الطرف الأول بأي أجر عن ساعات العمل الإضافية إلا بعد تكليفه بذلك خطياً من قبل الطرف الأول. في حال قيام الطرف الأول بتزويد الطرف الثاني بدلات عينية عوضاً عن البدلات المالية فإنه لن يتم احتسابها ضمن مكافأة نهاية الخدمة. اتفق الطرفان على أن لا تحسب في الأجر الذي تسوى على أساسه مكافأة نهاية الخدمة جميع مبالغ العمولات أو المكافأة أو النسب المئوية عن ثمن المبيعات ساعات العمل الإضافي والتي تكون بطبيعتها قابلة للزيادة والنقص وذلك استناداً للمادة 86 من نظام العمل السعودي
4. يلتزم الطرف الأول بتوفير تذاكر سفر للطرف الثاني على الدرجة الاقتصادية من وإلى موطنه المذكور في مقدمة العقد عند مغادرته موطنه إلى المملكة في بداية هذا العقد، ما لم يكن الطرف الثاني حينها مقيماً في المملكة، وعند عودته الطرف الثاني إلى موطنه عند انتهاء هذا العقد. يوفر الطرف الأول للطرف الثاني تذاكر سفر بالدرجة السياحية عند استحقاق الإجازة شهراً ورغبته بالسفر إلى موطنه المذكور في مقدمة العقد. يتحمل الطرف الثاني -بالإضافة على أي مصاريف أخرى- كافة تكاليف السفر في الحالات التالية: 1. إذا أنهى عمله لدى الطرف الأول قبل انتهاء العقد. 2. إذا ارتكب أي مخالفة من المخالفات التي حددها نظام العمل في المادة (الثمانون).
5. بنود إضافية خاصة للمرأة يستحق الطرف الثاني إجازة وضع بأجر كامل لمدة عشرة أسابيع يتم توزيعها حسب الرغبة تبدأ بعد أقصى بأربعة أسابيع قبل التاريخ المرجح للوضع ويحدد التاريخ المرجح للوضع بواسطة الطرف الأول أو بناءً على شهادة طبية مصدقة من جهة صحية. يحق للطرف الثاني عند مزاولته العمل بعد إجازة الوضع الحصول على فترة أو فترات للاستراحة بقصد الإرضاع على ألا يزيد مجموعها على الساعة في اليوم الواحد وتحسب هذه الفترة أو الفترات من ساعات العمل الفعلية. يحق للطرف الثاني في حالة وفاة زوجها إجازة عدة بأجر كامل لمدة لا تقل عن أربعة أشهر وعشرة أيام من تاريخ الوفاة ولها الحق في تمديد هذه الإجازة دون أجر إن كانت

feeding time or times shall be counted from the actual working hours. The Second Party in case of her husband death is entitled to have a leave with full pay of not less than four months and ten days from the death date She shall be eligible for extension without wage if she pregnant within the same period until she gives birth and may not make use of the remaining period of her husband death leave after she gives birth working hours.

حاملًا خلال هذه الفترة حتى تضع حملها ولا يجوز لها الاستفادة من باقي إجازة العدة الممنوحة لها بعد وضع حملها

6. The Second Party is obligated to take due care of the assigned tasks, tools, equipment, products, and documents in the workplace, whether they are owned by the First Party or for others; as long as they are placed under his power or use, and to return them to the First Party at the end of the Contract, or upon the First Party's request. The First Party shall be entitled to deduct the value of what was damaged, destroyed, or loss of such tools, machines, products, or documents by the Second Party, from his monthly salary, according to the Labor Law.

6. يلتزم الطرف الثاني بأن يعتني عناية كافية بالمهمات المسندة إليه، والأدوات، والأجهزة، والمنتجات، والمستندات في مكان العمل سواءً كانت مملوكة للطرف الأول أو لغيره؛ ما دامت موضوعة تحت تصرفه أو التي تكون في عهده، وأن يعيد إلى الطرف الأول كافة العهد بشكل سليم عند نهاية العقد أو عند طلب الطرف الأول لها. ويحق للطرف الأول حسم قيمة ما أتلّفه أو دمره أو فقده الطرف الثاني من عهد أو آلات أو منتجات أو مستندات من أجره الشهري وفقاً لما نص عليه نظام العمل

7. The Second Party is obliged to carry all the licenses, permissions, and certificates that he is required to carry in order to conduct his work, and for identification purposes. The Second Party shall refrain, during the term of this Contract, from working in any other employment, or providing services, or engaging in any commercial business, directly or indirectly, other than what is assigned to it by the First Party. The Second Party, without the First Party's prior written permission, shall not accept any gifts or personal benefits of any kind from the First Party's clients, suppliers, or any other contracting or related parties. The Second Party is obligated to disclose to the First Party any provided gifts or offers by clients, competitors, etc. In addition to the annual leave, the worker is entitled to the legally prescribed leaves.

7. The Second Party shall be obligated to always hold all licenses, permits and certificates required to carry out its business and identify itself. The Second Party shall refrain, during the validity of the contract, from working directly or indirectly in any other job, or providing services, or engaging in any commercial activity other than that which it is assigned by the First Party. The Second Party shall not, without prior written permission from the First Party, accept any gifts or personal benefits of any kind from the First Party's clients, suppliers or any other contracting or related parties. It shall also be obligated to disclose to the First Party any gifts or offers presented to it by clients, competitors or others. In addition to the annual leave, the worker is entitled to the leaves stipulated by the law

8. The Second Party shall refrain from disclosing any information related to the work, tasks, and responsibilities entrusted to it, and the dealings and affairs of the First Party, its affiliated or/and associated entities, suppliers, and customers; which is acquainted with by virtue of his work or being able to access it, whether it is technical, commercial, administrative, functional or marketing information, and in any form, printed, photographed, or electronic. The obligation applies during the validity of this Contract, and for a period of (10) ten years from the termination of the employment relationship, in the Kingdom of Saudi Arabia or any of the Gulf Cooperation Council countries.

8. The Second Party shall refrain, during or after its completion, from disclosing any information related to the work, tasks or responsibilities assigned to it or to other employees of the First Party, or any of the dealings, information or affairs of the First Party and its affiliated or related entities, suppliers, customers, employees, projects, inventions, expansion and marketing plans, etc., which it becomes aware of by virtue of its work or which it becomes aware of as a result of its presence at the company's headquarters or branches or through its use of its devices or which it was enabled to view, whether this information is technical, commercial, administrative, operational or marketing, and in any form, whether printed, photographed or electronic. The obligation shall apply during the validity of this contract, and for a period of (10) ten years from the end of the work relationship between the two parties, in the Kingdom of Saudi Arabia and any of the GCC countries

9. After termination of the Contract, the Second Party is obligated not to compete with the First Party, or to work having a job title similar or unsimilar, or to undertake any similar or related tasks with the responsibilities and working scope that he handled or was able to access it; During the validity of this Contract, for any competitor or a former or current client for two years, anywhere in the Kingdom of Saudi Arabia or GCC countries. The First Party reserves the right to take whatever course of action in order to secure and protect its business.

The second party undertakes, for a period of two years from the end .9 of the employment relationship, not to compete with the first party by establishing or contributing to a commercial entity that provides services, products or businesses of a competitive nature to the businesses, services and products provided by the first party. It also refrains from working for any other competitor under any job title that has some or all of the job duties that are identical, similar or dissimilar to his job at the headquarters of the first party, which are the same tasks assigned to him during his work for the first party, during the period of validity of the contract and after its expiration or termination for a period of two years and in any place in the Kingdom of Saudi Arabia or the Gulf Cooperation Council countries. The first party also reserves the right to take the action it deems appropriate in .order to protect its interests

10. The First Party owns the intellectual rights and patents resulting from the Second Party's work. The Second Party shall not be entitled to use such rights except with the written consent of the First Party. The Second Party shall enable the First Party to retrieve all the tools, documents, or regain login access information of the Second Party for any of the electronic systems, workplace sites, offices or projects that the Second Party has been assigned to.

The First Party hereby owns the intellectual rights and patents .10 resulting from the work of the Second Party, and the Second Party shall not be entitled to use these rights except with the written consent of the First Party. The Second Party shall be obligated to enable the First Party to retrieve all tools, documents, papers or login data of the Second Party for any of the electronic systems, workplaces or projects that the Second Party has been assigned to work on

11. If the Contract is terminated by the first party without a legitimate justification and prior to the expiration of the contract thereof, the second party shall be entitled to two months' salary as compensation. If the Contract is terminated by the second party without a legitimate justification and prior to the expiration of the Contract thereof, the first party shall be entitled to the equivalent of all remaining salaries in the Contract as compensation. In case where the second party wishes to submit his/her resignation, he/she must notify the first party 90 Ninety days prior to his/her planned last working day. First Party solely has the right to extend this notification period for another 90 Ninety days for the purpose of finding replacement, handover and providing necessary training.

In the event that the contract is terminated by the first party before .11 the expiry of its term and without a legitimate reason, the second party shall be entitled to compensation in the amount of two months' wages for this termination. However, in the event that the contract is terminated by the second party before the expiry of its term and without a legitimate reason, the first party shall be entitled to compensation in the amount of the wages for the remaining period of the contract for this termination. If the second party wishes to resign from work while the contract is in effect, he shall be obligated to provide a written notice to the first party (90) ninety days prior to the date of the last working day. The first party shall have the sole right to extend this period for a period not exceeding (90) ninety additional days until an alternative is found and tasks are .transferred

12. The First Party has the right to deduct the cost of the training or development programmes that the Second Party has received at the expense of the First Party from the Second Party entitlements, in the event that the Second Party leaves off work after the training or development period and the similarity of its duration. Upon termination of this Contract, the Second Party is obligated to leave the Kingdom of Saudi Arabia in accordance with the provisions of this Contract and the relevant regulations, or to transfer its services to another party within a period not exceeding 20 days from the date of the final clearance between the Parties.

The first party has the right to deduct the value of the training or .12 development programs that he subjected the second party to at his expense, in the event that the second party leaves work with the first party during a period subsequent to the training or development period and its duration is similar. The second party is obligated upon the expiry or termination of the contract to leave the Kingdom of Saudi Arabia in accordance with the provisions of this contract and the relevant regulations or transfer his services to another party within a period not exceeding 20 days from the date of final settlement between the two parties

13. This Contract shall be governed by the Labor Law, its Implementing Regulations, the decisions issued in regards to its implementation, the Internal Labor Regulations, and First Party administrative circulars in respect of all matters not covered by the Contract hereof. The Labor Court in Dammam has full jurisdiction over any dispute between the Parties related to this Contract.

This contract is subject to the Labor Law, its executive regulations, .13 and the decisions issued in implementation thereof; and to the internal labor regulations and administrative circulars issued by the first party in all matters not provided for in the contract. In the event of a dispute between the two parties regarding this contract, the .judicial jurisdiction shall be vested in the Labor Court in Dammam

14. The Gregorian calendar shall be the calendar used for all the dates contained herein. The Arabic text of this Contract shall prevail.

This contract was exported electronically and is accessible to both parties via Qiwa platform.

This contract is approved by the Ministry of Human Resources and Social Development

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14. The Gregorian calendar is the calendar used as a basis for all dates included in this contract. The Arabic text of this contract is the authoritative text

This contract has been exported electronically and is accessible to both parties through the Qawa platform

And God is the Grantor of success. This contract is considered approved by the Ministry of Human Resources and Social Development

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