[*Company Letterhead*]

**Employment Contract**

This contract of employment (“Contract”), dated on the {dateNow}, is made between {companyName}(“the Employer”) and {userContractFname} {userContractLname} (“the Employee”) of P.O. Box {postalAddress},{companyLocation}, Kenya. This document constitutes an employment Contract between these two parties and is governed by the laws of the government of Kenya.

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 hereby agree to the following terms and conditions:

1. **Employment**

The Employer has engaged the Employee and the Employee has accepted the engagement by the Employer, and agrees that this engagement in the position of **{jobRole}** in {departmentName}, and at all times, is subject to the terms and conditions of this Contract, the Employee Handbook of Kenya, the laws of Kenya, and all other applicable rules, policies and regulations set forth by the Employer. In this capacity, it is the duty of the Employee to perform all essential job functions and duties, as outlined in the job description. From time to time, the Employer may also add other duties within the reasonable scope of the Employee’s work. The Employee shall have the full and complete obligation and responsibility for the satisfactory performance of their role’s responsibilities.

1. **Period of Employment**

The terms of this Contract will take effect on {startingDate} . The first six (6) months of employment will be on a probationary basis. This probation period will be a time for the Employee to learn about their position and the tasks involved in that position. During this time, the Employee’s suitability for the position within the Company will be considered in depth.

Throughout the probation period, to the extent allowed by applicable law, either party may terminate the employment contract by giving not less than thirty (30) days’ notice. Depending upon the Employee’s performance during the probationary period, as well as the continuing need for the position, the Employee’s engagement with the Employer may continue beyond the probationary period.

1. **Working Times**

The Employees hours of work are from 8:00AM to 5:00PM, from Monday to Friday. The Employer may require the Employee to work overtime or weekends as necessary. During the period of this Contract, the Employee shall devote as much of his/her time, energy, and skill as is necessary to perform their role and responsibilities in a satisfactory and timely manner.

1. **Compensation & Benefits**

As compensation for the services provided, the Employee shall be paid a salary of KES {basicSalary} per month, less any and all applicable taxes and statutory deductions required to be withheld under Kenya law and deposited directly with the appropriate authorities. Changes in salary will be subject to {salaryReview} performance reviews.

The Employee has the right to participate in any benefits plans offered by the Employer, after the probation period. Benefits provided include {otherBenefits}. Access to these benefits will only be possible after the probationary period has passed.

1. **Probationary Period**

It is understood that the first six (6) months of employment constitutes a probationary period. During this time, the Employee is not eligible for paid time off or other benefits. During this time, the Employer also exercises the right to terminate employment at any time without advanced notice.

1. **Pension**

You are eligible to join the Company’s group personal pension scheme. Membership of and benefits under the scheme are strictly subject to the rules of the scheme. The Employer reserves the right in its discretion to amend the pension scheme. The Employer shall contribute to the Company’s pension scheme an amount equal to 10% of the Employee’s salary while the Employee contributes an additional 10%. Every pension contribution shall be automatically paid by the Employer and Employee monthly

1. **Paid Time Off**

The Employee is entitled to paid leave time each year for a total of twenty-eight (28) days, post probation. The Employer will also pay for time off over public and gazette holidays. Leave days that have not been used will be carried forward into the next year.

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 advanced written notice is delivered to the other party. The Employer may terminate this contract at any time for Cause, which includes and is not limited to the Employee’s inability or unwillingness to adequately perform the Employee’s job duties,

Employee dishonesty, misconduct, disorderly behavior, negligence, insubordination, absence without leave or any other conduct deemed by the Employer to violate the terms of this Contract. By signing this Contract, the Employee hereby waives the right to notice if terminated for Cause.

Either party may terminate this Contract without Cause for any reason, upon one (1) month’s written notice. However, the Employer reserves the right to pay the Employee in lieu of notice. Nothing in this Contract shall be construed as giving the Employee the right to be retained as an employee of the Employer or as impairing the rights of the Employer to terminate Employee's services. All notices provided between the Employee and the Employer must be in writing and dated. The Employee agrees to return any Employer property upon termination.

1. **Non-Competition and Confidentiality**

While performing their duties, the Employee may have access to confidential information that is the property of the Employer. The Employee is not permitted to disclose this information outside of the Company. During the Employee’s period of employment with the Employer, the Employee may not engage in any work for another Employer that is related to or in competition with the Company.

The Employee will fully disclose to the Employer any other employment relationships that they have, and the Employee will be permitted to seek other employment provided that:

1. It does not detract from their ability to fulfill their duties, and
2. They are not assisting another organization in competing with the employer.

It is further acknowledged that upon termination of the Employee’s employment, they will not solicit business from any of the Employer’s clients for a period of at least one (1) year.

The Employee shall treat as confidential the trade and professional secrets, operations,

processes, dealings, technical information, knowledge, and information concerning the organization, business affairs or finances of the Employer, and the data utilized in or resulting from the performance of the Employee’s obligations under this Contract.

The Employee agrees that, without the prior written consent of the Employer, he or she will not use any data, research, reports, memoranda, recommendations, or other information utilized in or resulting from the performance of the Employee’s obligations under this Contract, or utilized in or resulting from the work of any other staff member or professional engaged by the Employer, for the personal benefit of:

1. the Employee;
2. any member of the Employee’s family; or
3. or any firm, company or other legal entity in which the Employee has an interest or by which the Employee is engaged in any capacity.

The confidentiality obligations under this Contract shall continue after the termination of this Contract.

1. **Employee Handbook, Code of Conduct, and Other Policies**

A description of employee benefits and additional employment terms including, but not limited to paid leaves, work rules, and corrective action, are set forth in the Employee Handbook, to which the Employee accedes to. The Employee must carefully review, understand and acknowledge receipt of the Employee Handbook. Employees are expected to comply with any and all administrative policies and procedures provided by the Employer, and including those set forth in the Employer’s Code of Conduct, and the Employee Handbook. The Employer may, from time to time, change such policies and procedures in its sole discretion.

1. **Entirety**

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

1. **Legal Authorization**

The Employee agree that he or she is fully authorized to work in Kenya and can provide proof of this with legal documentation. This documentation will be obtained by the Employer for legal records.

1. **Jurisdiction**

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

IN WITNESS 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***

***Company Official Signature***

***Date {dateNow}***