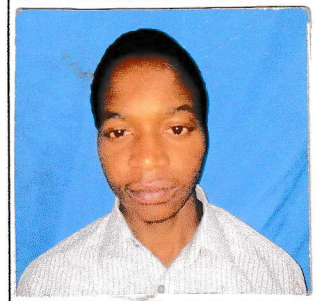




TANZANIA INTEGRATED ENGINEERING SOLUTION

SKYCITY MALL (7th Floor), PLOT NO 403/ 1&2, BLOCK "A" Mlalakuwa
street, P.O. Box 78629 , DAR-ES-SALAM - TANZANIA
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CONTRACT OF EMPLOYMENT



This Contract is made on the...^{31st}...day of...^{JANUARY}...2024

BETWEEN

TANZANIA INTEGRATED ENGINEERING SOLUTION COMPANY LIMITED (TIES), of P.O. Box 78629, Dar es Salaam, Tanzania (*a Company registered under the Companies Act of 2002*), (herein referred to as ("**The Employer**") of one part.

AND

CORNEL ONESMO MTAVANGU of P.O. Box 06, Mufindi, Iringa (hereinafter referred to as "**The Employee**") of the second part.

IT IS NOW AGREED AS FOLLOWS:

1. DUTIES AND RESPONSIBILITIES:

The employer shall employ the employee and the employee shall serve the employer as the **IT & Software Development Specialist**, and shall perform the following duties and responsibilities:

- i) Handle ICT development projects and initiatives
- ii) Create new IT products and software solutions.
- iii) Collaborate with the team on software development tasks.
- iv) Provide technical support and expertise in software development.
- v) Stay current with industry trends and advancements in IT and software development.
- vi) Updating the company information on the website

2. CONTRACT DURATION:

The initial term of this Contract shall be **One (1) year**, commencing from **01, February, 2024**, and may be renewed for further period (s) on terms similar to these present upon the consent of both parties.

3. PROBATION PERIOD:

The Employee's employment is subject to a probationary period of **Three (3) months** from the Commencement Date, during which the agreement may be terminated if the employee is incompetent to carry out his duties.

4. **WORKING DAYS:**

The normal days of work are from **Monday to Friday**. In addition the Employee may be required to work outside or beyond normal working hours or at weekends if reasonably required to do so for the furtherance of the business of the Company.

5. **HOURS OF WORK:**

The employee shall work for **Eight (8) hours** a day (**08:00 am to 04:00 pm**), inclusive of a **One (1) hour** lunch/rest break, or **Forty (40) hours** a week. All public holidays shall be considered non-working days.

The employer may require the employee to work in overtime or on off day or public holidays and shall be paid in accordance with the Employment Act.

6. **REMUNERATION:**

i) **Salary:**

The Employee shall be entitled to a net monthly salary of **Tshs.500,000/=** (**Tanzania Shillings Five Hundred Thousand only**) payable at the end of every calendar month. This amount is after deducting all applicable taxes and other deductions.

ii) **Review of Salaries and Allowances:**

The salary and allowances above mentioned shall be subject to annual reviews, for purposes of increments as per employee's performance. But this does not mean reduction.

iii) **Deductions:**

a) **Tax.**

Employee will be required to pay taxes as per Tanzanian Tax legislation. The Employer will deduct this from the Employee's monthly earnings.

b) **Social Security Fund.**

The Employer will deduct **10%** of the total salary (monthly fixed rate plus allowances & bonuses) to be paid to the Employee's elected Social Security Fund, for the purposes of providing him with a pension on retirement.

In addition to the Employee's contribution, the Employer will pay an additional **10%** contribution to Employee's elected fund.

iv) **Expenses:**

When traveling on official duties away from her station the Employee shall be entitled to an out of station reasonable allowance per diem.

7. INCAPACITY, ILLNESS AND SICK PAY:

- i) When the Employee is incapacitated or prevented by illness, injury, accident or any other circumstances beyond her control from performing her duties under this Agreement for a total of up to six months' absence within any period of twelve months, the Employer shall for such period continue to pay him a current level of monthly salary.
- ii) When the employee is continuously absence and unable to perform his duties beyond the above period of absence hereof, the Employer shall discontinue payment in whole and instead will pay half of his current level of annual salary and any entitlement to gratuity payment until he recover and resumes his work; provided that the Employer shall not at his sole option, terminate his employment unless after giving him a Notice in writing.

8. LOCATION:

The employee will perform his/her duties at the employer's premises at Dar Es Salaam, However. the employer has the right to place the employee at any place within Tanzania or abroad without effecting negatively social and financial status of the employee.

9. OWNERSHIP OF PRODUCTS:

- i) If the Employee develops a new product using his/her methods and means, the ownership shall be shared as follows:
 - **Employee 50%, Company 50%.**
- ii) If the Employee develops a new product using the company's ideas, the ownership shall be shared as follows:
 - **Employee 30%, Company 70%.**

NOTE: The right of product ownership granted under this agreement is independent of the individual's employment status with the company. It is hereby clarified that any change in the employment status, including but not limited to termination, resignation, or retirement, shall not affect, restrict, or terminate the rights and obligations arising from product ownership. The product ownership shall continue in full force and effect irrespective of the individual's employment relationship with the company.

10. LEAVE:

The employee shall be entitled to **Twenty Eight (28)** working days annual leave. The employee will be provided with round ticket to and from his/her country annually. The employer may, when he deems necessary and subject to the consent of the employee, delay annual leave subject to an agreement being made in accordance to Employment Act.

11. MISCONDUCT BY EMPLOYEE:

Disciplinary action may be taken against the employee when he/she breaches any conditions of Employment stated by the Employment Act, and as per the Company's Ethics & Conduct in force. If the employee commits a major offence, he may be dismissed in accordance to the Employment Act.

12. CONFIDENTIALITY AND CONFLICT OF INTEREST:

That, During the term of employment and thereafter, the Employee agrees not to disclose, use, or permit others to use any confidential information, trade secrets, or proprietary information of the Company.

The employee shall not engage himself with another business which competes with the company during the term of this contract, and If found, he will be disciplined for breach of duty.

That, after the duration of this Contract, the employee is prohibited to trade using the markets obtained by the company, as it will attract legal action.

13. ABSENTEEISM:

Any instance of employee absenteeism extending beyond a consecutive period of **Five (5) days** without prior notice or communication to the employer shall result in termination of employment, as the employer relies on timely and transparent communication to ensure the smooth operation of the workplace.

14. TERMINATION:

This employment agreement may be terminated at any time by either of the parties hereto giving the other a **Thirty (30) days** notice in writing of his intention to do so or a **One (1) month** salary in lieu of such notice. Other causes of termination are:

- i) Expiry of the contract period.
- ii) Upon the death of the employee.
- iii) On medical grounds (after being approved by a doctor).
- iv) On dismissal of the employee for employment.
- v) If the Employee shall be guilty of any misconduct.
- vi) Any other legal acceptable reasons.

15. APPLICABLE LAWS:

In all other matters, this agreement shall be governed by the laws of Tanzania.

16. VARIATION IN TERMS OF THIS AGREEMENT:

The parties may make changes to any of the provisions of this Agreement and such changes to be in writing, subject to the approval of the Employer. Any party hereto may propose any change. Either party proposing such change or amendment shall

notify the other party of the amendment proposed and the parties shall amicably discuss the amendment so as to reach into a mutually acceptable agreement.

IN WITNESS THEREOF the said Employee and employer have hereunder set their respective hands the day and year first above written.

SIGNED:

.....
(Employer)

31-01-2024
.....
(Date)

I, **CORNEL ONESMO MTAVANGU** hereby confirm I have accepted the position offered in terms and subject to the conditions set in this contract of employment. I further acknowledge that I have not been induced nor compelled to sign this contract by any representation whatsoever and I confirm that I have entered this Contract of my own free will without duress or coercion of any kind.

C. Mtavangu
.....
(Employee)

31/01/2024
.....
(Date)

