



# EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (this “Contract”) is made as of the 16<sup>th</sup>, day of March 2020, by and between:

PAK MATIARI-LAHORE TRANSMISSION COMPANY (PVT.) LIMITED, a company duly organized and existing under the laws of Pakistan, with its office located at House No. 177-A, Street No.6, Phase-I, D.H.A., Lahore, Pakistan (the “Company”);

## And

Mr. Muhammad Shamaas, bearing CNIC No. 33100-9657038-7 (the “Employee”).

(The Company and the Employee shall hereinafter collectively be referred to as the “Parties” and individually as the “Party”)

## WHERE AS:

- (A) The Company intends to construct and operate the Matiari-Lahore ±660kV HVDC Transmission Project (the “Project”) in Pakistan.
- (B) In respect of the Project the Company requires to employ certain number of employees, thus, the Company is desirous of appointing the Employee to undertake the task and responsibilities of Trainee Engineer.
- (C) The Parties, intending to be bound hereby, agree to enter into this Contract on the basis of equality, free will and mutual consultation, consistent with the laws of Pakistan.

## ARTICLE I-----EMPLOYMENT

- 1.1 The commencement of the term of employment of the Employee, which is of Two Years, shall start from the reporting date of the Employee, 16<sup>th</sup> March, 2020. The term of the employment is extendable with the mutual agreement of the Parties. Further, it is provided that:



- a) The Employee will be on probation for a period of [ 6 ] months starting from the Commencement Date. The period of probation will end upon written confirmation by the Company. This clause will not be applicable in case of the renewal of this Contract with the same employee.
  - b) The Employee will be engaged by the Company in the title and role as mentioned above, provided that the Employee may be assigned any additional or other roles and responsibilities, and employed in such other capacity, as the Company may require from time to time in its discretion. The Employee will, in each case, perform his responsibilities diligently, professionally, in good faith conscientiously and in the interest of the Company so as to meet the requirements and objectives of the Company.
  - c) The Employee's terms of employment will be governed by this Contract, the Company's policies from time to time (including those of the Company's parent company or group, as applicable), all of which (as revised, replaced or supplemented from time to time, shall be deemed part of this Contract) and applicable law.
  - d) The Company may, from time to time, depute, assign or place the Employee with/at other affiliated or associated companies or undertakings of the Company, whether in Pakistan or abroad, for such duration and assignments, and on such terms, as the Company may determine, however, such terms and conditions shall not be detrimental to the already existing rights of the Employee.
  - e) The Company may from time to time, depute, assign or place the Employee with/at any site (either Converter Stations, Transmission Lines or any other places required for the Project) solely to the extent of his or her job-related responsibilities, for such duration and assignments. The Employee is bound to obey Company's arrangement.
- 1.2 The Employee's primary place of work shall be at the Company's office/facility provided that, at the Company's intimation, from time to time, the Employee may be relocated or required to travel



to such places within Pakistan or abroad, as required by the Company in its discretion.

- 1.3 If Company observes that Employee's work ability and work performance cannot meet the requirements under Article 1.1, Company has the right to change Employee's work position, the location of working, or terminate this contract in accordance with the provisions of Article V of this Contract and applicable laws therein.
- 1.4 The offer of appointment or, if signed, this Contract will be treated as rescinded / cancelled, if the Employee does not report on duty within ten (10) days of the signing of the Contract under Article 1.1.

## **ARTICLE II ----- WORKING TIME, REST AND LEAVE ENTITLEMENTS**

- 2.1 Based upon the Company's requirements, and subject to applicable law and to any exigencies, the Employee shall be required to work such hours of the day or night, whether in shifts or otherwise, as the Company may require from time to time in its discretion.
- 2.2 The normal working hour's system shall be implemented according to Rules and regulations of the Company. Whereas, the normal working days are Monday to Saturday and the regular working hours shall be according to the regulations of the company.
- 2.3 Due to its operational needs, the Employee may be required to attend office on a holiday upon prior intimation. Company may also extend Employee's working hours upon consultation with the Employee the Company's internal rules and regulations will apply for overtime served.
- 2.4 Employee is entitled to mandatory public holidays, fourteen (14) days paid Annual Leave, ten (10) days paid casual leaves and eight (8) days paid sick leaves for each year. The entitlement to Annual Leaves of 14 days will only accrue after completion of continuous employment of twelve months with the Company (whether under this Contract or earlier contractual arrangements).



- 2.5 During the first year of employment with company the employee is entitled to 10 days paid Casual leave and 8 days paid Sick leave. Sick leave will only be approved upon submission of medical certificate. The Employee shall not be permitted to take more than 2 casual leaves at one time.
- 2.6 The Employee is entitled to carry forward unclaimed/un-obtained Annual leave and the same shall be added with the period of Annual leave of succeeding year, however, in the event the total Annual Leave due to the Employee amounts to twenty-eight (28) days then no further accumulation/addition shall be allowed in the same. The Employee shall not be entitled to accumulate or carry forward any unclaimed/un-obtained casual leave.
- 2.7 In the event, the Employee has taken more holidays than his/her entitlement, then pro-rata deductions will be made from the salary of the Employee.
- 2.8 Employee should provide an application in writing 15 days in advance to apply for the Annual Leave. Upon the written approval from Company, Employee can avail Annual Leaves with pay, i.e. gross salary. At all times, prior approval from the management is mandatory to avail any leave.

### **ARTICLE III----SALARY AND ALLOWANCES**

- 3.1 The Employee shall, on and subject to the terms of this Contract, be paid in arrears basic salary of **PKR 35,000/- (Thirty Five Thousand Only)** per month, payable on the 10<sup>th</sup> day of each calendar month. The above salary is inclusive of the income taxes payable, by the Employee, to the Tax/Revenue Authorities.
- 3.2 In addition to aforesaid basic salary, the Company may, in its discretion, pay to the Employee all or part of the allowances according to Employee's performance. The Employee acknowledges and agrees that the said allowances are payable by the Company in accordance with the Company's policy, subject to change from time to time. In any event, such allowances shall not be treated as part of the Employee's basic salary for any purpose.



- 3.3 The Company shall make such withholdings and deductions from the Employee's salary and allowances as are required under the applicable law.
- 3.4 Reimbursement of the Employee's travel and other work-related expenses will be governed by the Company's Policy in the matter from time to time.
- 3.5 Employee's wage increase or decrease, bonuses, allowances, subsidies, as well as the wage payment in special circumstances shall be governed by the Company's internal rules and policies.

#### **ARTICLE IV----- WORKING REGULATIONS, AND PUNISHMENT**

- 4.1 Employee should abide by the laws and regulations of Pakistan and the internal rules made by Company.
- 4.2 During the term of the Employment, the Employee shall neither have a part time job, apart from the employment with the Company, nor in any form use or permit any person to use any information obtained during the period of its employment with Company, including but not limited to, divulging or leaking any technical, market or financial documents or information to any third Party. Any contrary action of the Employee shall be considered as a material breach of this Contract. If such breach causes the losses of Company, Employee shall bear all liability for compensation.

#### **ARTICLE V ----- TERMINATION OF CONTRACT**

- 5.1 This Contract shall be valid, and the Employee's employment shall continue, for the period set out in Clause 1.1 above unless terminated by either Employee's one-month prior written notice (or payment of one month's gross salary in lieu of notice) or the Company may terminate this Contract by one month's prior written notice (or payment of one month's gross salary in lieu of notice),
- 5.2 During the probation period, the Contract may be terminated, without notice and without assigning any reason, by either Party.



5.3 In case of termination by Employee, the Employee shall have to pay the Company Eighty Percent (80%) of the cost spent on his/her training.

5.4 Notwithstanding any other provision in this Contract but subject to Clause 5.4, the Company may terminate this Contract by written notice (effective immediately unless otherwise stated in such notice) for cause in the following circumstances, each of which shall be deemed to constitute misconduct on the part of the Employee, who shall forfeit all employment benefits as a result:

- a) if the Employee shall have committed any act of dishonesty, whether relating to the Company, or otherwise;
- b) if the Employee shall have failed to perform his duties to the standard required by the Company;
- c) if the Employee shall have failed to comply with a statutory demand or a bankruptcy petition is presented by or against the Employee or the Employee enters into an arrangement with, or for the benefit of the Employee's creditors or a receiver is appointed over all or part of the Employee's assets;
- d) if the Employee shall have committed any breach of the terms of this Contract or of the Company's policies or if the Employee shall have, by any act or omission, caused the Company to violate any applicable law;
- e) if the Employee shall have committed any including, without limitation, theft, damage to company property, fraud, incapacity to work due to being under the influence of alcohol or illegal drugs, frequent absence without good reason, physical assault, insubordination or disparagement;
- f) if the Employee shall have committed any act which brings (or is likely to bring) the Company into disrepute or affect its reputation or business dealings and goodwill;
- g) if the Employee shall have been convicted by a court of a criminal offence carrying sentence of imprisonment (whether or not the



Employment is sentenced to imprisonment) or of an offence of moral turpitude;

- h) if the Employee shall have committed any other act of misconduct as set out in the Company's policies from time to time or in applicable law.

Termination of this Contract as aforesaid shall be without prejudice to any other rights or remedies available to the Company against the Employee under this Contract or in law. Without limiting the generality of the foregoing, the Company may, in its discretion, apply any lesser penalty or sanction, or not apply any penalty or sanction.

- 5.5 The Company shall not apply any disciplinary penalty or sanction including, without limitation, termination of employment, without first giving the Employee notice of the allegation(s) against him and the proposed disciplinary penalty or sanction (including, as applicable, termination of employment), together with reasonable opportunity to the Employee to explain his or her position and show cause as to why the proposed disciplinary penalty or sanction should not be applied.
- 5.6 In order to investigate any disciplinary matter or grievance involving the Employee, the Company is entitled to suspend the Employee on full pay and benefits for so long as is reasonably considered necessary by the Company.
- 5.7 Upon the date of expiry or effective termination of this Contract, or earlier as may be required by the Company, the Employee shall deliver to the Company all papers, documents, keys, identity cards, computer(s), handset(s) and all other property belonging to the Company and shall sign a written confirmation that all such property has been returned before the Employee is entitled to receive any remuneration or benefits that are otherwise due.
- 5.8 Unless this Contract has been terminated on an earlier date in accordance with its terms, it will lapse and terminate automatically without further notice on the expiry of the



employment period as set out in Clause 1.1 above. The Company may in its sole discretion and with the consent of the Employee, extend the Employee's employment for such period and on such terms and conditions as may be mutually agreed at the time and recorded in writing by the parties.

## **ARTICLE VI ---- CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

6.1 Unless otherwise required under applicable law, the Employee shall not, without the previous express permission of the Company, during or after employment (howsoever terminated), write or speak in public about the Company or its affairs or publish or disclose in any circumstances whatsoever to anyone secret or confidential information relating to the property, employees, business or affairs of the Company, or those of its affiliated or associated companies or undertakings, suppliers or customers, unless such information becomes available to the public generally otherwise than through the Employee's default.

6.2 a) The Employee hereby irrevocably assigns, surrenders and relinquishes in favor of the Company all present and future copyrights, design rights, patents and other intellectual proprietary rights, if any, for the full term thereof and throughout the world, in respect of any copyright works, designs, patents or other intellectual property originated, conceived, written, made or developed by the Employee (whether alone or with others) during his employment by the Company and the Employee hereby expressly waives (to the maximum extent permissible by law) all rights in relation to any such intellectual property. Such assignment, surrender and relinquishment shall be deemed to have automatically taken effect (without the need for any further action by either party) as of the Commencement Date of employment of the Employee or, as applicable, as of the date on which any intellectual property rights would (but for such assignment, surrender and relinquishment) have vested in the Employee.

b) The Employee shall promptly disclose to the Company all copyright works, designs, patents and other intellectual property





originated, conceived, written, made or developed by the Employee (whether alone or with others) during his employment by the Company and any such invention or improvement shall be the property of the Company without any additional compensation to the Employee. The Employee shall, at the request of the Company from time to time, give all such assistance (including executing relevant documents) and take all such actions as in the opinion of the Company may be necessary or desirable to vest all intellectual property, rights and exclusive legal title to any such invention or improvement in the Company absolutely.

- c) The Employee hereby grants to the Company the ultimate right to edit, copy, add to, take from, adapt, translate or reverse engineer any invention of the Employee and any programme, medium or article in which it may be incorporated.
- 6.3 The Company shall be entitled without the Employee's further consent or concurrence and without any additional compensation to the Employee:
- a) to record or publish by any means any works or invention of any kind of the Employee made or developed by the Employee (either alone or with others) at any time during the Employee's employment with the Company; and
  - b) to reuse or reproduce any work or invention at any time and in any means whether during or after the termination of this Contract.
- 6.4 Unless specifically permitted in writing by the Company, the Employee shall not disclose, divulge or communicate in any manner, either directly or indirectly, during and after employment, any information, knowledge or data (unless readily ascertainable from public information or sources, or required by law to be disclosed, or made public by the Company or any third parties, without the Employee's default) concerning the Company or any affiliated or associated company or undertaking of the Company that relates to the business processes, trade secrets, business strategies and practices, methods, customers, machines, manufacturing compositions, inventions, discoveries or any other



confidential or proprietary matters concerning the respective businesses, products or work of the Company, or any affiliate or associated company or undertaking of the Company.

- 6.5 The provisions of this Article 6 (*Confidentiality and Intellectual Property*) shall survive the termination and expiry of this Contract.

## **ARTICLE VII --- CONFLICT OF INTEREST**

7.1 During employment with the Company, the Employee shall not (except as a representative or nominee of the Company or otherwise with prior express consent in writing of the Company) be directly or indirectly engaged, concerned or interested (financially or otherwise) in any other business or enterprise or work for any other employer or be a director of any company which:

- a) is wholly or partly in competition with any business carried on by the Company by itself or in partnership, common ownership or as a joint venture with any third party; or
- b) Supplies or manufactures any goods or services for the Company or is a customer of the Company.

7.2 The Employee shall be required to submit a declaration of personal interests on taking up this appointment. The Employee's refusal and/or failure to provide such declaration shall be sufficient cause for the Company to terminate this Contract for cause. The interests to be declared by the Employee shall include, without limitation:

- a) business interests that the Employee or close members of the Employee's family may have with customers or suppliers of the Company or its affiliated or associated companies and undertakings;
- b) family relationships or close personal contacts with customers or suppliers of the Company or its affiliated or associated companies and undertakings;



- c) the Employee's outside or private activities or work which would, or may, interfere with the interests of the Company or give rise to an actual or potential conflict of interest;
- 7.3 Subject to the Company's policies from time to time, the Employee shall not receive directly or indirectly any discount, rebate, commission or other inducement in respect of any sale or purchase of any goods or services effected or other business transacted (whether or not by the Employee) by or on behalf of the Company. If the Employee (or any firm or company in which he or she is directly or indirectly engaged, concerned or interested) shall obtain any such discount, rebate, commission or inducement, the Employee shall immediately inform the Company in writing and account to the Company for the amount received by the Employee or by such firm or company.

## **ARTICLE VIII ----- OTHER OBLIGATIONS**

- 8.1 The Employee shall devote his or her whole time, ability and attention to the Company and the performance of the Employee's duties. The Employee shall not allow his or her outside or private activities to interfere with his work or ability to carry out his or her duties effectively, nor shall the Employee permit any actual or potential conflict to arise between his or her duties to Company and his or her outside or private interests. The Employee shall not allow any outside or private interests to place the Company in a position whereby it is brought or is likely to be brought into disrepute.
- 8.2 The Employee should before reporting for duty, produce his or her 'Medical Certificate' from the authorized medical practitioner as well as the 'Police Clearance Certificate' from his or her area that he or she is security wise cleared and not involved in any criminal activities nor has been nominated in any criminal case (FIR).
- 8.3 During employment with the Company, the Employee shall not engage or associate directly or indirectly in any other post, work or business without the prior written permission of the Company, it being agreed and understood by the parties that the Employee's engagement with the Company is exclusive.



- 8.4 The Employee shall perform, observe and conform to such duties, directions and instructions assigned or communicated to the Employee by the Company and by his or her superiors.
- 8.5 The Employee shall abide by the staff rules, regulations, policies and laws applicable to the Employee and the Company from time to time.
- 8.6 The Employee shall take full care of, and retain or maintain in good order, the Company's equipment, premises and other property in the possession (actual or constructive) of the Employee or for which he is responsible. In the event the Employee becomes aware of any theft or loss of, or damage to, any property of the Company, the Employee shall immediately inform his or her superiors.

#### **ARTICLE IX ---- GOVERNING LAW AND JURISDICTION**

- 9.1 This Contract shall be governed by and construed in accordance with the Company Policy as amended from time to time and the applicable laws of Pakistan. All disputes arising in connection with this Contract and the Employee's employment with the Company hereunder shall be subject to the exclusive jurisdiction of the competent courts in Lahore, Pakistan.

#### **ARTICLE X ---- MISCELLANEOUS**

- 10.1 The contract is made in two (2) originals, each Party holding one. This contract becomes effective upon the execution of the legal representative of Company or authorized persons and Employee, together with the company seal of Company. Both originals have the same legal force. The relationship between both parties shall formally commence as from the date of the completion of recruitment of Employee in accordance with the Clause 1.1 of the Contract.
- 10.2 After the execution of this contract, Employee shall cooperate with Company to handle the procedure of recruitment. In the event that Employee's personal reason causes the failure of completion of such recruitment, Employee shall bear all liability incurred.



- 10.3 If any clause or regulation of this contract is or will become invalid due to the change of national laws and regulations, the rest of this contract will remain valid.
- 10.4 The internal rules stipulated or modified by Company from time to time constitute a part of this contract.

**The Company and the Employee hereby declare that they understand thoroughly the above provisions and agree to sign to abide by such provisions. They shall each retain a copy of this contract for future reference.**

**The Company:**

**The Employee:**

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**Mr. Wang Bo (CEO)**

PAK MATIARI-LAHORE TRANSMISSION  
COMPANY (Pvt.) Ltd.  
(On behalf of the Company)

**Name:** \_\_\_\_\_

**CNIC Number:**

\_\_\_\_\_