

## EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT is entered into by and between Island Communications Ltd. ("ICL"), and **Mr. Omran Ahmad**, the undersigned individual ("Employee").

### RECITAL

ICL and Employee desire to enter into an Employment Agreement setting forth the terms and conditions of Employees' employment with ICL.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, ICL and Employee agree as follows:

#### **1. Employment**

- a) Term. ICL hereby employs Employee to serve as *Business Development Manager - Africa at ICL* as from 1st of September 2017.
- b) Duties and Responsibilities. Employee will be reporting to the General Manager of ICL, or any person designated by the Management. The Employee shall have each and all of the duties and responsibilities of the above position, described in the schedule of duties and such other duties that may be reasonably assigned from time to time by the Management.
- c) Location. The location at which Employee shall perform services for ICL shall be 22, Sir Edgar Laurent Street, Rose Hill and may change depending on the growth of the company.

#### **2. Compensation**

- a) Salary. Employee shall be paid a base salary at a monthly rate of *MUR 35,000* payable at the end of the month consistent with Company's payroll practices.
- b) You will be required to work 40 hours per week and may be called to work extra hours. Depending on the exigencies of ICL, you may have to work some additional hours as overtime and you may have to work on Sundays and Public Holidays to meet the requirements of the function. A provision of a reasonable amount of extra hours of work has already been included in your monthly basic wages.
- c) The annual Base Salary shall be reviewed on or before October 30<sup>th</sup> of each year, unless Employee's employment hereunder shall have been terminated earlier pursuant to this Agreement, by the Board of Directors of ICL to determine if such Base Salary should be increased for the following year in recognition of services to ICL.
- d) Payment. Payment of all compensation to Employee hereunder shall be made in accordance with the relevant corporate policies in effect from time to time, including normal payroll practices, and shall be subject to all applicable employment and withholding taxes.

### **3. Travelling Allowance**

You will be entitled to a travelling allowance of Rs. 6,000 which includes the travelling to and from work as well as transport costs for the days that you will be using your private car to carry out your daily operations as specified by your superior.

### **4. Dress Code**

As a professional firm, we stress on the importance of being dressed professionally. You will receive a copy of the dress code adopted by ICL. Failing to adhere to the grooming standards of the company may lead to the termination of your employment.

### **5. Anti Virus**

No computer games are allowed into the offices and at client premises. No such programs, or unauthorized programs, should be loaded on any office computer. Your attention is drawn to the high risk of spreading computer viruses. You are not authorized to connect any device on the network of ICL without the express authorization from the General Manager.

### **6. Transferability**

As we are committed to ensure that our people are developed and grow within the business, you must as an Employee, be prepared to be transferred within the RHT Group in line with our core values.

### **7. Leaves & Other Benefits**

You will be entitled to 22 days of Annual Leaves which should be taken at a time mutually convenient to yourself and ICL, subject to the exigencies of the service. All leaves have to be approved by the General Manager before it is taken. An annual leave form must be filled in for this purpose.

You will also be entitled to 15 days of Sick Leaves as laid down by the law. However, it should be well understood that sick leave is only to be resorted to by the employee when the latter is genuinely too ill to attend work. In case of absences due to illness, you must produce a medical certificate the 3<sup>rd</sup> day of your absence by 10:00 a.m at latest.

Employee shall also be covered under a contributory medical insurance and pension scheme after his/her confirmation of his/her position with ICL.

### **8. Employee's Business Activities**

Employee shall devote the substantial portion of his/her entire business time, attention and energy exclusively to the business and affairs of ICL. This is a fulltime job and you will therefore not be allowed to perform any other occupation during your employment with the company.

### **9. Company Vehicle**

In case of accidents, the following will apply:-

- a. If the "Employee" is involved in a not at fault for the accident, ICL or the insurance company will pay for all repairs.
- b. If the "Employee" is involved in an accident where he/she is at fault, the cost of repairs up to a limit of Rs 15,000 will be borne by the "Employee". The amount of the repairs will be deducted from the salary of the employee.

## **10. Health and Safety**

The “Employee” will have to adhere to all the health and safety procedures failing which severe disciplinary actions including the termination of this agreement may be taken. All these guidelines will be found in the internal procedures and the Employee Handbook.

## **11. Employees’ Manual**

The “Employee” will be provided with an Employee’s Handbook which he will be strongly encouraged to read. He/She will also have to acknowledge the manual by signing it so that ICL is assured that the employee is aware of the rules and regulations of the company.

## **12. Address**

Your present address, as referred above is a major consideration, which led to your employment by the company. You should therefore notify the HR Department in writing of any change of address and in case the change of address set a transport problem to the company, you will have to make your own arrangements without additional costs to the company and without such change having a negative effect on your attendance and/or performance at work, or else your contract of employment may be terminated.

## **13. Right of search**

- a) An authorized employee of RHT Group (or an authorized agent acting on its behalf) may question you whilst you are on, entering or leaving the premises of the company in relation to the property of the company, its employees or visitors, where it is necessary to do so (eg when there has been a series of theft on the premises, on reasonable suspicion of a security risk, or any reasonable grounds). The authorized person may also request you to show the contents of your bag and/or your pockets.
- b) You are entitled to have a fellow employee of your choice in attendance as a witness whilst cooperating with the above request, provided such employee is available at the time and consents to act as a witness. You will be informed of such a right at the time the request is made.
- c) Should you be found in possession of any unauthorized, dangerous, illegal and/or stolen property, you shall be liable to serious disciplinary action up to and including dismissal, following a full investigation. Notwithstanding the holding of a disciplinary hearing, Management reserves the right to refer the matter to the Police for further investigation and action it deems proper.

## **14. Media Rights**

The Employee does not have the right to communicate externally to the media unless expressly authorized by the Group Chief Executive Officer.

The Employee will in the course of his/her employment or after the termination thereof, give to the company the unrestricted right and permission to copyright and use, re-use, publish, and republish photographic pictures of himself/herself or in which he/she may be included intact or in part, composite or distorted in character or form, without restriction as to changes transformations in conjunction with his/her own or a fictitious name, or reproduction hereof in colour or otherwise, made through any and all media now or hereafter for purposes related to the promotion of the company’s business, including but not limited to advertising, portfolios, composite cards, exhibitions, contests and promotional internet websites or any other purpose connected with the business of the company.

## **15. Politics**

The Employee is not authorized to take an active part in politics without written authorization from the General Manager.

## **16. Termination of Employment**

- a) For Cause. Not notwithstanding anything herein to the contrary, ICL may terminate Employee's employment hereunder for cause for any one of the following reasons:
  - (1) conviction of a felony, or a misdemeanour where imprisonment is imposed,
  - (2) commission of any act of theft, fraud, or falsification of any employment or Company records in any material way,
  - (3) Employee's failure or inability to perform any material reasonable assigned duties after written notice from ICL of, and a reasonable opportunity to cure, such failure or inability, or
  - (4) material breach of this Agreement which breach is not cured within (10) days following written notice of such breach. Upon termination of Employee's employment with ICL for cause, ICL shall be under no further obligation to Employee for salary or bonus, except to pay all accrued but unpaid base salary, accrued bonus (if any) and accrued vacation to the date of termination thereof.
  - (5) Non adherence to safety procedures.
  - (6) Competing with activities of ICL.
- b) Termination of Contract by ICL. ICL can terminate the employment of the employee by giving one month notice to the latter at any time during the contract of the employee.
- c) Resignation. One month of written notice must be submitted to the Group Human Resources Manager/General Manager if employee wishes to terminate his/her employment with the company.
- d) Cooperation. After notice of termination, Employee shall cooperate with ICL, as reasonably requested by ICL, to effect a transition of Employee's responsibilities and to ensure that ICL is aware of all matters being handled by Employee.

## **17. Confidentiality and Exclusivity**

- a) Employee will treat all company information as Confidential Information during and after their employment with ICL. Any violation of this clause will be construed as a breach of this Agreement, ICL may sue the employee for damages or loss of business as a result. You will not disclose, reveal or in any way communicate to anyone outside our firm any fact, data or information concerning ICL, its clients or their business generally, unless you are granted prior written approval form, are requested to do so, by the Managing Director.
- b) When / if you borrow books or CDs or any material or piece of equipment, you should not show them or lend to anyone outside the firm. We also expect you to return all those items to either your line manager before you leave the firm, upon termination of your temporary employment contract with ICL.
- c) Moreover, we do not expect you to make any hard or soft copies of programs and documents. You are also not allowed to bring any software / documentation outside the office premises.

## **18. Exclusive Employment**

- a) During employment with ICL or within two (2) years after it ends, (1) employee will not do anything to compete with ICL's present or contemplated business, nor will he plan or organize any competitive business activity and (2) Employee will not enter into any agreement which conflicts with his duties or obligations to ICL. The above is applicable for geographies within Mauritius or any other countries where the company, or any of its subsidiaries, is operating or planning to operate.

- b) Employee will not during his employment or within two (2) years after it ends, without ICL's express written consent, solicit or encourage any employee, customer, agent, independent contractor, supplier, consultant, investor, or alliance partner to terminate or alter a relationship with ICL.

Read and approved on this date: ..... at .....

.....  
*Mrs Brinda Chellapermal*  
**(Group Human Resource Manager)**

.....  
*Mr Ajmal Abdool*  
**(General Manager)**

.....  
*Mr Omran Ahmad*  
**(Employee)**