
EMPLOYMENT AGREEMENT

THIS AGREEMENT is made from 6th day of November, 2024 **BETWEEN ACCOLM GHANA LIMITED** of Asylum Down, Accra (hereinafter called the “Employer”) acting by its Chief Executive Officer **AND SAMUEL BRIFO**, of Accra (hereinafter called the “Employee”) of the other part.

WHEREAS the Employer is engaged in Internet Services and Consulting, Development of Internet Applications & Portals and maintains business premises at Asylum Down Accra

AND WHEREAS the Employee is willing to be employed by the Employer on the terms and conditions hereinafter contained

AND WHEREAS the Employer is willing to employ the Employee on the terms and conditions hereinafter contained

NOW THEREFORE this Agreement Witnesses as Follows;

1. **EMPLOYMENT AND DUTIES**

- i. The Employer hereby employs the Employee as a **Developer** at the above-mentioned business premises, and the Employee hereby accepts and agrees to such employment.
- ii. The Employee shall be employed with effect from 6th November, 2024. The Employee’s employment would be reviewed every year and may be renewed for a further period at the sole discretion of the Employer.
- iii. The Employee shall perform such duties assigned to him/her and as are customarily performed by a person holding such position in other businesses or enterprises of the same or similar nature as that engaged in by the Employer.
- iv. And in addition the Employee shall perform and render other duties and services related to the Employer’s business as may be assigned to him/her from time to time by the Employer.
- v. The Employee shall at all times faithfully, skillfully and diligently perform all duties that may be required of and from him/her under this Agreement, to the satisfaction of the Employer.

ACCOLM

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- vi. The duties or services mentioned herein shall be performed or rendered by the Employee at the Employer's business premises and at such other place(s) as the Employer shall in good faith require or as the interests, needs, business and opportunities of the Employer shall require or make advisable.

2. WORKING HOURS

- i. The Employee's working hours shall be from 8.00 am to 5.00 pm from Monday to Friday.
- ii. The Employee shall be entitled to a break or recess of one hour from 1.00 pm to 2.00 pm during working hours each day.
- iii. During the working hours stated herein the Employee shall be required to devote himself/herself fully and totally to the business of the Employer and no lateness, time-wasting, apathy or laziness shall be tolerated from the Employee.
- iv. Any violation or breach by the Employee of the provisions stated herein shall in the first instance attract a query from the Employer.
- v. However in case of repeated violations or breaches, the Employer shall be entitled to apply appropriate financial sanctions against the Employee such as deductions from the Employee's salary proportionate to the working hours lost or the time wasted by the Employee.

3. HOLIDAYS AND LEAVE

The Employee shall be entitled to enjoy all public and statutory holidays.

- i. The Employee shall be entitled to a paid annual leave of twenty (20) working days which shall be taken at such time as shall be approved by the Employer.
- ii. Any casual leave granted by the Employer to the Employee at the request of the Employee shall be deducted from the Employee's annual leave period stipulated herein.

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- iii. Any application by the Employee for sick leave shall be supported by a medical report from a qualified Medical Doctor.
 - iv. Approved sick leave shall not affect the Employee's annual leave period stipulated herein.
 - v. In appropriate cases the Employee shall be entitled to maternity leave in addition to the annual leave period stipulated herein.

4. SALARY, REIMBURSEMENT AND DEDUCTIONS

- i. The Employee shall be paid a Gross Salary of Six Thousand Ghana Cedis, GH¢6,000.00. If the employee is unable to achieve his/her set target for three (3) consecutive months his/her contract may be annulled.
- ii. The probation period is Six (6) months
- iii. The Employer shall reimburse the Employee for any and all out-of-pocket expenses incurred by the Employee on behalf of the Employer pursuant to the Employer's directions.
- iv. The Employer shall be entitled to deduct from the Employee's salary such sums as appropriate, being financial sanctions, for lost working hours or time wasted by the Employee on the job as stipulated in paragraph 2.5 of this Agreement.

5. LOYALTY OF EMPLOYEE

- i. The Employee hereby agrees that he/she shall devote all of his/her time, attention, knowledge and skill solely and exclusively to the business of the Employer.
- ii. The Employee hereby agrees that during his/her term of employment herein he/she shall not be interested directly or indirectly whether as a partner, proprietor, officer, director, advisor or employee or any other capacity, in any other business similar to the Employer's business.
- iii. The Employee hereby agrees that he/she shall not enter into any contracts or other commitments for or on behalf of the Employer without the prior written consent of the Employer.

6. NON-DISCLOSURE BY EMPLOYEE

- i. The Employee hereby agrees that he/she shall not at any time, in any form or manner, either directly or indirectly, disclose, divulge or communicate to any person, firm or company in any manner whatsoever any information of any kind concerning the business of the Employer including, but not limited to, the names of any of its customers or suppliers, the prices it obtains or has obtained, or the prices it sells or has sold its products, its manner of operations, its business plans, its budget or finances, official documents, etc.
- ii. The Employee hereby agrees that any and all information concerning the business of the Employer is deemed to be important, material and confidential and that any breach of this section by the Employee amounts to a material breach of this Agreement.
- iii. In case of a breach by the Employee of the provisions of this section the Employee shall be summarily dismissed from his/her employment and the Employer shall be entitled to take legal action against the Employee for punitive damages.

7. TERMINATION

- i. The Employer may terminate this Agreement by giving the Employee one month's written notice of its intention to terminate the Agreement herein.
- ii. The Employee may terminate this Agreement by giving the Employer one month's written notice of his/her intention to terminate the Agreement herein.
- iii. Upon the termination of this Agreement the Employee shall deliver, handover and return to the Employer all documents, materials, equipment, vehicles or property of any kind belonging to the Employer which is in the Employee's possession by virtue of his/her employment under this Agreement.
- iv. The Employer shall be entitled to take legal action to recover any document, materials, equipment, vehicles or other property from the Employee if the Employee refuses or fails to return same to the Employer upon the termination of this Agreement.

8. VARIATION AND MODIFICATION

- i. No variation or modification of this Agreement shall be valid unless it is written and duly signed by both the Employer and the Employee.
- ii. No evidence of any variation or modification shall be admissible in any proceedings unless the said variation or modification is in writing and duly signed as aforesaid.

9. DISPUTE RESOLUTION

- i. Any dispute, disagreement or misunderstanding arising between the Employer and the Employee by virtue of this Agreement shall first be referred to Arbitration before any resort to legal action, if necessary.

IN WITNESS WHEREOF the parties hereto have hereunder set their respective hands and names the day and year first written above.

Signed 05-11-2024

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SIGNED BY:
J.E ALLOTEY-PAPPOE
ACCOLM GHANA LTD.
(THE EMPLOYER HEREIN)

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SIGNED BY:
SAMUEL BRIFO:
(THE EMPLOYEE HEREIN)