



**Name:** Arda Koc

**Address:** 23, Triq In-Nixxiegha, Mellieha

**Date:** 22<sup>nd</sup> August 2024

**ID no:** 0307741A

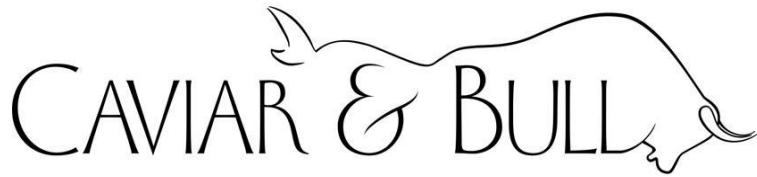
**National Insurance:** D70158083

#### **Letter of Engagement**

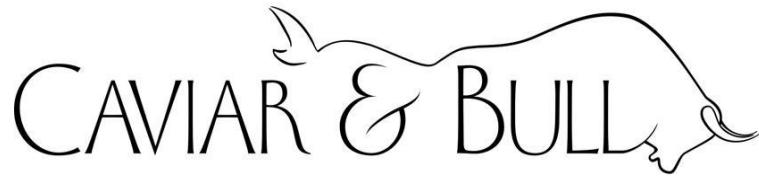
It is our pleasure that you are engaged as an In House Strategist with Marvin Gauci (referred to as the employer) on Part Time basis, with effect from 22<sup>nd</sup> August 2024. In the execution of your duties you shall report to Marvin Gauci or such other person or persons designated by the Employer from time to time.

In order to comply with the provisions of the Maltese Law, this statement gives particulars of your terms of employment with the Employer and regulates other matters connected with your employment therewith.

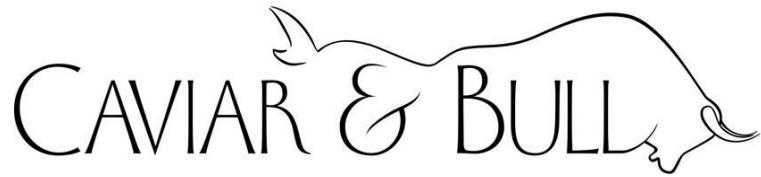
1. PLACE OF WORK	Caviar & Bull, Corinthia Hotel, St. George's Bay, St. Julians or such other location as may be indicated by Employer. You agree that during the term of your employment, the Employer may at its sole discretion second you to another business unit or operation which is owned, controlled or in any way operated by the Employer or an affiliate or associate of the Employer provided you shall continue to enjoy the same conditions of employment. During such period of secondment, you shall for all effects at law remain an employee of the Employer.
2. PROBATION	6 months
3. RATE OF WAGE	The gross hourly pay is € 25.00.
4. HOURS OF WORK	The Employee shall work flexible part time hours which due to the business's nature may be between Monday to Sunday without any specifically stipulated working timeframe hours.  For all intents and purposes at law, particularly in relation to Article 20(1)(a) of Legal Notice 247/2003 of the Laws of Malta (Organization of Working Time Regulations), by accepting this offer of employment by the Employer, you hereby grant your written consent to perform work in addition to the maximum average weekly working time stipulated by the above mentioned Regulations.
5. CONFIDENTIALITY	The employee shall not, either during the continuance of his/her appointment hereunder (except in the performance of his/her duties) or, after the termination thereof, make use of or divulge or communicate to any person, firm employer, or organization any of the trade secrets or other confidential information of the Employer or of any of the respective customers, suppliers, agents or business of the Employer which may heretofore or hereafter have been entrusted to him/her or have come to his knowledge at any time while in the service of the Employer (whether under this agreement or otherwise). Methods of operations and methods of practice and methods of implementation are considered by the employer as Trade Secrets and Confidential Information. The above is hereinafter referred to as 'the Confidential Information'. The Confidential Information constitutes confidential information subject to the protection of applicable law. The Employee acknowledges that the Employer derives indispensable competitive and economic advantages from the Confidential Information, and that it is essential for the Employer's business that the Confidential Information is not divulged. The Employee acknowledges that her failure to comply with the obligation of non-disclosure of the Confidential Information would result in irreparable injury to the Employer for which no adequate remedy at law may be available. Accordingly, the Employee consents to the issuance of an injunction or similar form of remedy prohibiting any conduct by the Employee in violation of this obligation. The Employee agrees to pay the Employer all losses, damages, costs and expenses (including legal fees and court costs) incurred by the Employer in their efforts to enforce the provisions of this section.



	<p><u><i>Notwithstanding anything contained in this agreement to the contrary, an in addition to any other remedies provided for in this Agreement or by applicable law, the Employee agrees to pay to the Employer (a) a penalty for mere default of the obligations contained in this section amounting to ten thousand Euro (Eur10,000); and (b) an additional sum of three hundred and fifty Euro (Euro 350)for each day during which the Employee violates the provision of this section. The Employee agrees that these penalties may in no manner be reviewed or mitigated by any court of law or other competent authority.</i></u></p>
6. PERIODICITY OF WAGE PAYMENTS	Monthly in arrears on the 5th day of the month
7. VACATION/ SICK	<p>Vacation leave and sick leave in line with Maltese legislation. Absence for sickness is to be supported by presentation of a Medical Certificate and may be verified by a Medical Practitioner commissioned by the Employer. Certificates not sent within 24 hours from time that sickness has been advised, will be considered as null and no sick pay will be entitled. Sick leave is not applicable in the probation period. Sickness days within the first 6 months of employment will be deducted from the leave entitlement. Should there not be enough leave entitlement, these hours would be classified as unpaid hours.</p> <p>Vacation Leave is to be used in accordance with the exigencies of the Employer and must be approved by Marvin Gauci using the Employee Portal. No leave to be carried forward from one year to the next without the written approval of Management. If there is any outstanding leave due to the employee not being able to take the leave because the business does not allow to, the Employer using his own discretion may allow for this leave to be taken in the first two months of the following year. Please note that Employment law specifies that only half of this leave can be carried forward to the year after and only 4 days can be paid in lieu.</p>
8. NOTICE PERIODS	<p>According to the governing law:</p> <p>For more than one month but not more than six months-one week;</p> <p>For more than six months but not more than two years-two weeks;</p> <p>For more than two years but not more than four years-four weeks;</p> <p>For more than four years but not more than seven years-eight weeks;</p> <p>For more than seven years, an additional 1 week for every subsequent year of service or part thereof up to a maximum of twelve weeks</p>
9. OTHER BENEFITS	<p>All statutory Bonuses, Allowances and other Supplements including cost of living increases declared by the Government of Malta to be of general application to full-time Employees.</p> <p>Staff meals when on duty may be determined by the Employer at its sole discretion, subject to any terms or conditions established by the Employer from time to time.</p>
10. OTHER CONDITIONS	<p>The Employer has and will continue to develop policies and procedures on such matters as discipline, privacy, behavior, standards, ethics, health and safety, and other aspects of your employment with the Employer. You must ensure that you are cognizant with and keep abreast with the said policies and procedures and adhere to them strictly at all times. Failure to do so may result in disciplinary action up to and including dismissal. The Employer reserves the right to amend any and all of the said policies and procedures from time to time at its discretion on reasonable notice to you.</p> <p>The Employee agrees to inform the Employer in writing of any part-time or freelance employment they engage in, specifically within the restaurant industry, during the course of their employment. This notification must include the nature of the work, the name and location of the restaurant, and the expected work hours. The Employer reserves the right to evaluate whether such external employment creates a conflict of interest, compromises the Employee's ability to meet their obligations under this agreement, or otherwise affects the Employer's legitimate business interests.</p>
11. DATA PROTECTION	<ol style="list-style-type: none"> <li>1. data of the Employee where: <ul style="list-style-type: none"> <li>a. processing is necessary for the performance of the Contract to which the data subject is a party to;</li> </ul> </li> </ol>



	<p>b. processing is necessary for compliance with a legal obligation to which the controller is subject; or</p> <p>c. processing is necessary in order to protect the vital interests of the data subject or of another natural person; or</p> <p>d. to establish, exercise or defend legal claims.</p> <p>2. Furthermore, the Employee gives his consent to the Company to process his / her personal and/or sensitive data relating to benefits to which the Employee is entitled to.</p> <p>3. In addition, the personal data of persons appertaining to the Employee may be processed in the following cases:</p> <p>a. details of the next of kin of the Employee; and</p> <p>b. management of benefits afforded to the Employee according to the Contract.</p> <p>4. Consequently, by signing this Contract, the Employee hereby confirms that the relevant terms of this Contract have been or will be, as the case may be, brought to the attention of such persons and has obtained their respective consents.</p> <p>5. Where it is acting as a Controller in relation to Employee personal data, the Company shall process personal data in line with the Data Protection Legislation, its 'Privacy Policy', its 'Data Protection Policy' and other related policies and procedures and shall:</p> <p>a. Process data lawfully fairly and in a transparent manner;</p> <p>b. Collect data for specified, explicit and legitimate purposes and not perform further processing in a matter which is incompatible with those purposes;</p> <p>c. Only process personal data which is adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;</p> <p>d. Keep personal data accurate and up to date;</p> <p>e. Keep personal data in a form which permits identification of the Employee for not longer than is necessary for the purposes for which the personal data is processed.</p> <p>f. Process personal data in a matter that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, alteration, unauthorized disclosure of or access to Employee data and confidentiality and integrity of Employee data using appropriate technical or organisational measures, by maintaining appropriate technical and organisational measures in this regard; and</p> <p>g. Have due regard for the rights of the Employee as a data subject, as further elaborated on in Chapter III of the GDPR, including the right to information about the Employee's personal data being processed, the right to rectify, or in appropriate circumstances, erase any inaccurate, incomplete which is being processed. However, the Employee shall inform the Employer of any variation in relation to the personal data being processed.</p> <p>6. The Employee acknowledges and understands that his personal data may be processed by the Company or by any other person, company or firm associated in any manner with the Company or otherwise engaged by the Company to provide services to it in order for the Company to be able to perform the terms of the Contract.</p> <p>7. In this regard, the Company shall comply and shall enter into contractual arrangements with associated persons, companies or firms and any other person, company or firm engaged by it to provide services to it and which is processing data on its behalf to ensure compliance with all relevant legislation and regulations in relation to the processing of personal data.</p> <p>8. In the event of a conflict between any such rules, policies, procedures and/or processes as are referred to in this Clause and any particular section in this Contract, the said rules, policies and/or processes shall prevail.</p>
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12.GOVERNING LAW/JURISDICTION	Your whole employment relationship with the Employer shall be governed and construed in accordance with the Laws of Malta, and any dispute shall be subject to the exclusive jurisdiction of the Maltese Courts.
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This Letter of Engagement sets forth the entire agreement and understanding between you and the Employer relating to your employment with the Employer and supersedes all prior discussions or representations between you and the Employer, whether written or oral. No changes, additions, amendments or modifications to these terms and conditions will be effective unless in writing, signed by both you and the Employer.

Please signify your acceptance of employment with the Employer on the foregoing terms and conditions by signing the form of acceptance below.

Yours sincerely,

  
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Jacqueline Portelli – HR Manager

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I, **Arda Koc**, have read and understood this Engagement Letter and accept the offer of employment from Marvin Gauci, on the terms and conditions set out in the said Engagement Letter.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: Arda Koc (Employee)