

EMPLOYEESHIP CONTRACT

This Contract, entered into this 22 day of June, 2020,

Between

INETS COMPANY LIMITED, a company duly incorporated and existing under the Laws of Tanzania, with office at 2nd Floor, 576th Block, Bagamoyo Road, Dar es salaam, registered with the Business Registrations and Licencing Agency with incorporation number **92016** (Hereinafter referred to as "**The Employer**")

And

Ismaili Mohamedi, Kunduchi Dar es salaam
..... (Name, address, location), who is Full Stack Software Engineer, hereinafter referred to as "**the Employee**"

WHEREAS, the parties hereto desire to enter into this Contract to define and set forth below the terms and conditions of the employment of the Employee;

NOW, THEREFORE, in consideration of the mutual Contracts set forth below, it is hereby covenanted and agreed by the Employer and the Employee as follows;

1. Interpretations

In this Contract the following terms shall have the following meanings:

Confidential Information	Any trade secret or other information which is confidential or commercially sensitive and which is not in the public (Physically or electronically) and which (without limitation) relates to the business methods, management systems, marketing activities, strategic plans, business opportunities, business processes, inventions, designs and technical plans
Contract	Means this contract together with its schedules, terms and any appendices attached hereto and signed by the parties.
Days	Shall be construed as calendar days unless qualified by the word "working", in which instance a "working day" will be any day other than a Saturday, Sunday or public holiday known by the government of the Republic of Tanzania
Employment	The employment of the Employee by the Company in accordance with the terms of this Contract.
Medical certificate	Means a certificate issued by a registered medical practitioner or any other medical practitioner accepted by the employer, which acceptance may not be unreasonably withheld.
Party	Means any one of the Parties to this Contract (The Employer or Employee), the term "Parties" shall have a corresponding meaning.



2. Appointment and Duration

- 2.1 Commencement: The Employment shall commence from Effective Date.
- 2.2 Probation Period: The first three (3) months of the Employment shall be a probationary period. During this period employee's performance will be monitored and evaluated. And the Company may terminate the employment at any time during this period on seven (7) days' written notice. The company may extend any period of probation at its sole discretion
- 2.3 Duration: This contract covers one (1) year period from the day of signing the contract, shall continue (subject to the terms of this contract) until terminated by either party serving notice in accordance with the provisions set out on Clause 11.
- 2.4 Contract renewal: After expiring of this contract and If either of the two parties requests to renew the contract or asks for a new contract, it should forward its request to another party within 30 days before expiration of the contract, and sign a new contract based on mutual consent If any party has no intention to renew the Contract, the contract will automatically expire when the contract ends.

3. Job description

- 3.1 Description: The Company hereby employs the Employee as Full Stack Software Engineer, and the Employee hereby agrees to serve in such capacity, for the period commencing from effective date and ending on the date on which the Employee's employment is expired or terminated in accordance with clause 2.
- 3.2 Performance of Duties: The Employee agrees that during the Employment Period he shall devote his full business time to the business affairs of the Company and shall perform his duties faithfully and efficiently subject to the direction of the Senior Web Engineer of the Company, general responsibilities of employee are and not limited to;
 - 3.2.1 Design and develop new features required by the system and customers
 - 3.2.2 Identifying application bugs, perform primary application testing to minimize number of application bugs and facilitate user acceptance testing
 - 3.2.3 Engage with support team, customers, users and other stakeholders to Identifying possible areas for application enhancement
 - 3.2.4 Document application features developed to ensure all users and stakeholders understand how it works
 - 3.2.5 Maintain application database and server operations for application to be up and running
 - 3.2.6 Create security features on Application backend, Front -end, Server side and Database side to handle data protection
 - 3.2.7 Design and implement scalable web service APIs.
 - 3.2.8 Design and develop server-side scripts applications to enhance server operations
 - 3.2.9 Frequently analyze impact of incident and communicate it to affected user areas and minimize it
 - 3.2.10 Build and maintain a scaling database infrastructure
 - 3.2.11 Perform other duties as assigned by CEO.
- 3.3 The Full Stack Software Engineer shall be reporting to Senior Web Engineer who will determine your duties, performances and assist you in any subject by abiding with conditions set out in Company Policies, Procedures and Manual.
- 3.4 Place of work: The Employee's ordinary place of work will be at Dar es Salaam or other place assigned by Senior Web Engineer
- 3.5 During daily operations employee is required to comply with the company policy

4. Hours of work

- 4.1 Normal working hours will be from 08:00 a.m. to 05:00 p.m. on Mondays to Fridays. Work on Saturday or Sundays is voluntary therefore Employee shall not be forced to work on those two days. If the Employee works on Saturday or Sunday, he shall be paid according to the Contract agreed by both part before the day.
- 4.2 Overtime: For any extension from normal working hours either assigned by supervisor or due to task/projects requirements. Overtime will be paid when employee claim for any hours extended from normal hours and has a written approval from supervisor. No overtime payment when employee is required to work such additional hours as are necessary for the proper performance of his duties or for personal development or for any more than 5 hours overtime within a week shall not be paid
- 4.3 The employee will be paid for overtime at the same normal wage rate per any extended hours

5. Remuneration

Subject to the following provisions of this Contract, during the Employment Period the Employee shall be compensated by receiving monthly basic salary, payable at the last working day of every month. Which basic salary during the probation period is Three Hundred Thousand Shillings Tsh 300,000 per month, subject to such increases as may from time to time be determined by the CEO of the Company. The employer provides meal allowance and other rewards depending on Employee's performance.

- 5.1 The company shall not make any deduction from an employee's remuneration unless, the deduction is required or permitted under a written law, collective Contract, wage determination, court order or arbitration award or penalty as specified in appendix 3 or
- 5.2 The employee in writing agrees to the deduction in respect of a debt, a deduction under this subsection may be made to reimburse an employer for loss or damage only if-
 - 5.2.1 The loss or damage occurred in the course of employment and was due to the fault of the employee
 - 5.2.2 The employer has submitted to the employee, in writing, the cause, the amount and calculation of the debt
 - 5.2.3 The employer has given the employee a reasonable opportunity to challenge the cause, amount or calculation
 - 5.2.4 The total amount of the debt does not exceed the actual amount of the loss or damage
 - 5.2.5 The total deductions from the employee's remuneration under this subsection do not exceed one quarter of the employee's monthly remuneration, if total deductions exceed one quarter shall be carried forward to next month deductions otherwise clause 11 shall be considered.

5.3 Pension

The Company joined with Social Security Institutions so as to provide benefit to employees and which the Employee may join. The Employee's entitlement to join the Social Security Institutions for employee's pension is subject to the rules of the pension fund from time to time and the Company's right to set up an alternative scheme for the pension fund. The Employee agrees that appropriate deductions may be made from basic salary as are required by the Scheme from time to time.

6. Confidentiality

During and after the Employment Period, the Employee will not disclose or appropriate to his own use or to the use of others, other than in the proper course of his employment in competition with the Company, any secret or confidential information or knowledge pertaining to the business of the Company includes the Company's customers or suppliers and shall further not use any such information in a manner which may either directly or indirectly cause loss to the Company.

The Employee agrees that he will not (other than in the proper course of his duties under his Contract), either during the Employment or at any time thereafter (unless authorized to do so by the Company in writing) directly or indirectly to

- a) Use for his own benefit or the benefit of any third party or
- b) Disclose or permit the disclosure of any Confidential Information.

7. Public Holidays

The days mentioned as official public holidays must be granted but the parties can agree to further public holidays. Work on a public holiday is entirely voluntary and employee may not be forced to work on such public holiday.

The official public holidays are:

<ul style="list-style-type: none">➤ New Year Day (1 January)➤ Zanzibar Revolution Day (12th January)➤ Maulid Day (Varies)➤ Good Friday(Varies)➤ Easter Sunday(Varies)➤ Easter Monday(Varies)➤ Karume day (7th April)➤ Union Day (26th April)	<ul style="list-style-type: none">➤ Eid El Fitr (Varies)➤ Labour Day (1 May)➤ Saba Saba day (7th July)➤ Nane Nane farmers day (8th August)➤ Mwalimu Nyerere Day (14th October)➤ Independence Day (9 December)➤ Christmas Day (25 December)➤ Boxing day (26 December)
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Any other day declared an official public holiday from time to time should also be granted. If the employee is assigned works to be done on a public holiday, he shall be paid double the normal day's wage.

8. Annual Leave

Annual leave can be at least 28 consecutive days and not more than 30 consecutive days for full-time employee, may be reduced by the number of days during the leave cycle which, at the request of the employee. The leave must be granted not later than six months after completion of the period of 12 consecutive months of employment. The leave may not be granted concurrent with any period of sick leave, nor with a period of notice of termination of the contract of employment. The Employee must give at least four weeks' notice of annual leave requests and whilst every endeavor will be made to co-operate with the Employer in fixing the annual leave dates, such dates will remain in the ultimate discretion of the Employer. The Employer will give the Employee at least one week's notice if he is required to take annual leave other than during notice. Annual leave pay will be paid at the same wage rate

9. Sick leave

In the event of incapacity due to sickness or injury the Employee must report to supervisor for not later than one day on the first day of absence from work through illness. Full reasons must be given at this time. If the Employee is absent for seven days or less, he shall immediately on returning to work complete a self-certification form in respect of each day of absence. An employee shall be entitled to sick leave for 126 days in any leave cycle. The sick leave shall be calculated as follows; the first 63 days shall be paid full wages and the second 63 days shall be paid half wages. The employer is not required to pay an employee if the employee has been absent from work for more than two consecutive days or on more than two occasions during an eight-week period and, on request by the employer, does not produce a medical certificate stating that the employee was unable to work for the duration of the employee's absence on account of sickness or injury. An employer shall not pay an employee for sick leave if the employee fails to produce a medical certificate.

10. Maternity leave

- 10.1 An employee shall give notice to the employer of her intention to take maternity leave at least 3 months before the expected date of birth and such notice shall be supported by a medical certificate. An employee may commence maternity leave at any time from four weeks before the expected date of confinement or on an earlier date if a medical practitioner certifies that it is necessary for the employee's health or that of her unborn child. An employee shall be entitled, within any leave cycle, to not more than ninety (90) consecutive days' paid maternity leave or 100 days for paid maternity leave if the employee gives birth to more than one child at the same time.
- 10.2 Nursing, after the maternity leave, employee shall be granted a maximum of 3 hours per day for baby nursing up to 9 calendar months after which the employee is expected to resume normal working hours. Throughout this period the employee must ensure normal work is completed at the required standard.

11. Family responsibility leave

Employee is entitled to take five (5) days' paid family responsibility leave during each leave cycle when the employee's child is born, or when the employee's child is sick or in the event of the death of the employee's spouse or life partner or parent, grandparent, child, grandchild or sibling. Before paying an employee for leave under this section, an employer shall require reasonable proof of the event prescribed above.



12. Termination of employment

- 12.1 After the probation period, either party can terminate this Contract with thirty (30) days' written notice for any intention to terminate this employment and During any period of notice of termination by either parties the company will require the Employee not to attend place of work for the duration or part of the notice period and/or may at its discretion relieve the Employee of some or all of his contractual duties during that period. During the period of notice, the Employee will remain an employee of the Employer and remain bound by these terms and conditions. This will not affect the Employee's entitlement to receive basic salary, together with a payment that reflects the value of all contractual benefits that would have been due to the Employee during the period prior notice Or
- 12.2 The termination shall be when employee have confronted with;
- a) Disability, If Employee shall be prevented from performing Employee's usual duties for a period of ninety (90) consecutive days, or for shorter periods totaling more than one hundred twenty(120) days in any 12 month period by reason of physical or mental disability, total or partial, herein referred to as "disability" Company shall still continue to pay full salary up to and including the last day ninety (90) consecutive days of disability, or the day on which the shorter periods of disability shall have equaled a total of one hundred twenty (120) days, but Company may at any time or times on or after such last day terminate the employee.
 - b) Death, In the event of Employee's death during the Term, this Contract shall automatically terminate, except that employee's estate shall be entitled to receive the compensation provided for hereunder to the last day of the month in which Employee's death occurs; and such termination shall not affect any amounts payable as insurance or other death benefits under any plans or arrangements then in force or effect with respect to Employee.
 - c) Specified Cause, Company may at any time during the term, by notice, terminate the employment of employee if employee willful and intentional action that harm the company and failure to act where action is required willfully or in neglect.

13. Notices

All notices, requests, consents and other communications required or permitted to be given hereunder shall be sufficient if in writing and shall be deemed to have been duly given if delivered personally or sent by prepaid telegram, or mailed first-class, postage prepaid, as follows:

Employee address: Kunduchi, Dar es salaam, Email: ismailimohamedi1995@gmail.com

Mobile: +255763080423

Employer address: P.o Box 33287 Dar es Salaam, Mail: info@inetstz.com or inetscompany@gmail.com , Mobile 255 655 406 004 and Tel: +255 222 780 228

14. Amendment

This Contract may be amended by mutual Contract of the parties without the consent of any other person and, so long as the Employee lives, no person, other than the parties hereto, shall have any rights under or interest in this Contract. Amendment may only be valid by a written Contract signed by both parties



15. Dispute Resolution

15.1 Prior to the initiation of formal arbitration procedures, The Parties shall, within 5 (five) working days after the arise of any dispute, first attempt to resolve and to settle the dispute, The Parties shall act in good faith to resolve amicably any dispute, controversy or difference between the Parties as may arise from or in connection with this contract.

15.2 If such attempts are unsuccessful, then such dispute, controversy or difference shall be finally settled by courts of law governed by the United Republic of Tanzania Rules.

16. Counterpart

This contract may be executed in two or more counterparts, any one of which shall be deemed the original without reference to the others.

17. Severance

The Parties agree that, in the event that one or more of the provisions of this Contract is found to be unlawful, invalid or otherwise unenforceable, that/those provisions shall be deemed severed from the remainder of this Contract. The remainder of this Contract shall be valid and enforceable.

18. Applicable Law

The provisions of this contract shall be construed in accordance with the laws of the United Republic of Tanzania

19. Entire Agreement

The Employee and the Employer acknowledge and agree that the provisions of this Contract set out the entire Contract and understanding between them and that it supersedes all prior discussions, arrangements or Contracts that might have taken place in relation to the Employment.

IN WITNESS WHEREOF, the parties to this Contract agrees on the day and date set out below and certify that they have read, understood and agreed to the terms and conditions of this Contract as set forth herein.

For and on behalf of the Employer

Name EPHRAIM SWILLA

Designation CEO

Signature: -  Date: 25 June 2020



Employee

I Ismaili Mohamedi acknowledge and agree that I have read this contract of Employment. Further, I understand, agree to and will abide by all the terms and conditions of Employment as set out above.

Signature: - I.mohamedi Date: - 22 June 2020

Name of Employee: - Ismaili Mohamedi