

21st August 2020

Kelvin Mwaura,
C/O P.O. Box 62499-00200
Nairobi, Kenya

Dear Kelvin,,

FIXED TERM CONTRACT

THIS AGREEMENT is made on the 21st day of August,2020 between **Liquid Telecommunications** a limited liability company of P.O. BOX 62499-00200 Nairobi (hereinafter called "the Company" which expression shall where the context so admits include its successors and assigns)

And

Kelvin Mwaura, a Kenyan adult of National Identification number 30945410, (hereinafter called "the Employee").

1. WHEREBY IT IS AGREED as follows: -

- a. The Company agrees to employ the Employee and the Employee agrees to serve the Company as a **Tier 2 Support Engineer** upon the terms and conditions hereinafter appearing at such place in Kenya as the Company may from time to time require.
- b. This Agreement shall commence on the **1st day of September 2020** ("the Effective Date") for one (1) year and shall automatically be terminated on the **31st of August 2021** unless renewed, in writing, through the mutual consent of the Employer and the Employee.
- c. The Employee's duties are outlined in the Appendix annexed to this Agreement including such further duties as the Company may from time to time specify.
- d. This position is on rotational shift basis. From time to time, you will be expected to work outside the working hours to complete your daily tasks. If for some reason you shall be absent from duty, adequate notice should be given.

- e. Whenever it may be necessary for the proper discharge of his duties attend at the said office or elsewhere at such earlier hour or for such longer period as may be required without any extra payment;
- f. Whenever directed by the Company proceeds to such place or places as it may reasonably require and the Company shall provide for the reasonable travelling expenses and subsistence of the Employee in connection with any such journey;
- g. Perform his duties in accordance with the directions, regulations, policies and instructions that he receives from the Company;
- h. Use his best endeavours to extend and improve the business of the Company;
- i. Take all proper precautions to prevent the loss destruction embezzlement damage or waste of any money or other property of the Company or of its clients;
- j. At all times both during and out of office hours conduct himself in a becoming and proper manner;
- k. Report to the **SOC Manager** or such other person as the Company may from time to time direct.

2. The Employee shall not:

- a. Do anything which would bring discredit on the business or profession of the Company;
- b. Act as agent contractor or professional in any matter or business for any person, firm or company other than the Company;
- c. Be engaged whether as a principal or servant or agent and whether directly or indirectly in any other business whatsoever without the consent of the Company (except as a shareholder in a public quoted company for investment purposes only);
- d. Except so far as is necessary and proper in the proper course of his/ her employment make public or disclose to any person any information as to the business dealings or affairs of the Company or any of their clients or as to any other matter which may come to his/ her knowledge in the course of his/ her employment;
- e. Be unreasonably absent at any time during the said office hours without the consent of the Company.

3. Remuneration

The company shall pay the employee in arrears a monthly consolidated pay of **Kshs.85,000/= (Eighty Five Thousand)** only **which is inclusive of housing and overtime** and which amount shall be subject to all statutory deductions.

4. Additional Benefits

i. Medical:

You shall be entitled to join the company medical scheme which will cover yourself only.

You will be required to complete an application form to join the medical scheme whose period will run from July to June of the following year. You will be issued with a list of accredited hospitals in which to seek medication from.

ii. Motor Vehicle Allowance:

You will not receive a motor vehicle allowance for this position as it is already considered in the gross salary offered. Transport outside your region will be covered by the company.

iii. Airtime/Phone Call Costs:

You will receive an Airtime amount worth **Kshs 3,000/=** (Three Thousand Kenya Shillings) per month which shall be credited directly to your company-issued line to be used during the term of your employment

5. Termination

During the term of service, either party may give thirty (30) days' notice of termination of this Agreement or pay thirty (30) days' basic salary in lieu of notice whereupon this Agreement will terminate accordingly. If the Employee:-

- a. Wilfully disobeys any of the lawful orders and instructions of the Company; or
- b. is guilty of any serious misconduct or neglect in the performance of his duties; or
- c. Makes away with any monies or property of the Company or its clients; or
- d. Is a party of any fraud or dishonourable act; or
- e. Commits any breach of any of his obligations hereunder; or is guilty of other gross misconduct as set out in Section 44(4) of the Employment Act 2007 then the Company may determine this Agreement and summarily dismiss the Employee without notice.

Upon the expiry of the Term, this Agreement shall be deemed terminated and the Employee shall not at any time after the expiry of this Agreement represent himself as being employed by or in any way connected with the Company or its business AND the Employee shall upon such termination have no rights, claims or demand against the Company

6. Entire Agreement

- a. The terms and conditions contained in this Agreement are not subject to any

Collective Agreement.

- b. This Agreement contains all the terms and conditions of the contract between the Company and the Employee other than such additional terms and conditions as may from time to time be prescribed by law and entirely replaces and supersedes any previous agreement and the Employee agrees that no representations have been made to him by or on behalf of the Company other than those contained in the Agreement.
- c. This agreement is read together with the company policies, rules and regulations contained in the staff handbook which governs employment in the company. The company policies, rules and regulations contained in the staff handbook may however be amended from time.

This Agreement has been duly executed by the parties hereto the day and year first hereinbefore written.


On behalf of the Company:



Adil El Youssefi
Chief Executive Officer

By the Employee:-

Name Kelvin Mwaura

Signed 

Date 26 - Aug - 2020