EMPLOYMENT AGREEMENT

This Marketing Agreement is Executed this ……………..day of ……………..2018

AMONG

PARTIES

A. CHEMISPARK Co. Ltd of Gayaza Road, Kawempe Division P.O.BOX 24948 Kampala (HEREAFTER REFERED TO AS THE EMPLOYER).

B. Mutungi Herman of P.O.BOX ……………….Kampala (HEREIN REFERED TO AS AN EMPLOYEE)

PREAMBLE

WHEREAS

1. The Employer is a Limited Liability company incorporated under the Laws of Uganda and the owner of the Intellectual property for some of the processes utilized as part of the Employment, is desirous of Employing the Marketer for the duration if One year to the terms and conditions of this Agreement.
2. The Employee is an Expert in the Marketing field of Juice products and is desirous of undertaking the said Employment.

NOW THEREFORE, in consideration of the foregoing, the Parties agree as follows:

Commencement

1. The Employment shall commence on the ……………..day of ……………..2018 and will run for twelve (12) months and end on the ……………………day of ……………..2019. PROVIDED THAT the parties may, in accordance with the terms of this agreement, vary terms of the contract.

THE PARTIES UNDERTAKES TO DO THE FOLLOWING

1. The Employer Undertakes to:

A. where the Employee in the opinion of the Employer , meets the minimum qualification requirements stipulated in the qualification schedule hereto, provide financial enumeration in the form of stipend of UGANDA SHILINGS Twelve thousand only(UGX. 12,000) per Day woked to be used as wage and welfare.

B. Interview and assess the Employee and aquire relevant information/ Documentation required for Employment.

C. Provide support mentoring and advice to the Employee to enable him/her attain the Employment Objectives.

1. The Employee Undertake to:

Acknowledge that he/she has been given a unique opportunity to gain valuable professional experience and is at will to;

A. Provide a written confirmation if his /her understandings of the Employment work plan, goals and Employers’ Rules of Procedure upon commencement of work.

B. Ensure that he/she is punctual and present at the place designated for work on all days and times (7am to 5pm). The Employee shall ensure that any absences are strictly with permission from the Employer.

C. Ensure that he/she is diligent, carries out all assigned tasks, meets all the deadlines and takes the initiatives in order to attain the Employment Objectives and Goals.

C. Immediately notify the Employer should any problems or concerns that may affect the Employees’ performance arise.

D. Complete weekly reports and to submit them to the Employer at a sales rate of 10 cartons per 10,000 Ugx of fuel spent. Not hitting the Target attracts a fine of UGX 2000 per day.

E. Keep all information that comes with his/her possession during Employment confidential at all times, even after Employment.

F. Protect the Employer’s intellectual and properties rights and excise no claim to them.

TERMINATION

Either party may terminate this agreement by giving the other:

1. NOTWITHSTANDING the above, this Agreement may be immediately terminated by the Employer if in their opinion the Employee is in bleach of this Agreement or does not perform to the standard contractually or reasonably expected of him.
2. Upon termination, all the parties obligations immediately cease and neither party will be held liable to the other for actions done after the termination date PROVIDED THAT, all obligations related to the confidentiality and intellectual property shall survive this Agreement.

NOTICES

Any notice required may be given by a party and may be served personally

MEDIATION

The parties must attempt to resolve any dispute by mediation in accordance with the arbitration and conciliation Act.

PERSONAL INJURY

The Employee hereby agrees to hold the Employer harmless from any claims or costs arising out of injury to him/her or to any third party connected to his/her placement as an Employee or any other provision of this agreement.

The laws of Uganda applies to the Agreement

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement as the date first written above.

EXECUTED FOR AND ON BEHALF

CHEMISPARK CO. LTD

IN PRESENCE OF

SIGNITURE ………………………………………………………………………..

NAME ………………………………………………………………………………..

DESIGNATION …………………………………………………………………….

SIGNED BY THE SAID

MUTUNGI HERMAN

SIGNITURE………………………………………………………………………………..

NAME……………………………………………………………………………………....

IN THE PRESENCE OF :

SIGNITURE ……………………………………………………………………………

NAME……………………………………………………………………………………

DESIGNATION ……………………………………………………………………..