



شركة نفط أبوظبي المحدودة (اليابان)
Abu Dhabi Oil Co., Ltd (Japan)

Abu Dhabi Oil Co.Limited(ADOC)
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United Arab Emirates
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website: www.ADOC.com
Date: 1st February 2014

Attention: Mr, Sathia Moorthy

EMPLOYMENT CONTRACT AGREEMENT

'ADOC a corporation registered in the United Arab Emirate with International Oil and Gas interest hereinafter referred to as "Employer " , the undersigned ,..... Herein referred to as “ Employee "in consideration of mutual promises made as follows: *Print full names*

ARTICLE 1. EMPLOYMENT Acceptance of Employment

Section 1.01. Employer hereby employs employee and employee hereby accepts employment with employer as ADOC- HSE OFFICER

Terms of Employment

Section 1.02.The employment period will commence from 30th March 2014 , or as agreed , for a duration of 24 months after which employment shall ceased or be renewed for further 2 years or as to be mutually agreed.

ARTICLE 2. DUTIES OF EMPLOYEE

Position, Description and Duties

Your duties entail preparing the Project HSE Plan, which defines the project goals and Objectives. Subsequently, the assigned personnel would conduct or manage the activities described in the Project HSE Plan. These activities may typically include hazard identification studies, risk assessments, safety studies, reliability analyses, hazard and operability studies, input to contract documents review of project deliverables, review of vendor bid documents and the maintenance of an HSE Issues Tracking System. If occupational health and safety is within the remit, activities would also include the development of a wide range of initiatives to raise awareness of hazards and the monitoring and reporting of health and safety performance.Preparation of Safety Cases, emergency response and crisis management plans may also be required. Review, develop and improve HSE management systems . Establish, develop and implemental environmental policies and procedures . Review, approve and coordinate safety training programs.

Time and Attention

Section 2.02. Employee agrees to devote all of his time, attention and energy to the performance of employee's duties In pursuant to this agreement, and shall perform such duties to the best of employee's ability.

Adherence to Rules

Section 2.03. Employee's at all times during the performance of this Agreement shall strictly adhere to and obey all the rules and regulations now in effect or as subsequently modified or enacted by employer ,to govern the conduct of employees.

Satisfactory Performance of Duties

Section 2.04. The employment shall continue only as long as the services rendered by employee are satisfactory to Employer, notwithstanding any other provision contained in this agreement. Employer shall be the judge as to whether the services of employee are satisfactory.

Obligations to Third Parties

Section 2.05. Employee warrants and represents that employee has the ability to enter into this agreement , that entering Into and performing under this Agreement will not violate Employee's agreement with any third party , and that there Exist no restrictions or obligations to any third parties which will restrict Employee's performance of duties under this Agreement

ARTICLE 3. REMUNERATION AND OTHER BENEFIT

(A) **ADOC** shall pay to employee the sum of \$ 9,600.00 (Nine Thousand Six Hundred United State Dollars only) monthly basic salary, or equivalent depending on employee's home country and currency preference.

(B) **ADOC** shall pay employee for the services rendered under this agreement by cheque presented on a monthly basis. Quality single or family housing shall be provided by **ADOC** or in the alternative the sum of \$1,100.00 dollars per month shall be paid to you as Housing Allowance.

© The sum of \$3,000.00 dollars shall be paid to you for personal effects shipment and excess baggage allowance.

(D) **ADOC** shall provide you access to some of the finest social and recreational facilities in United Arab Emirate

(E) **ADOC** will provide the employee with comprehensive health care for the terms of contract and follow-on care for injuries suffered during the term of contract for employer and family.

(f) The sum of \$1,300.00 dollars per month shall be paid to you as Educational Assistance Benefit with family status contracts for each Biological child you have or will have in the future.

(g) A \$2,500.00 dollars flat rate travel / entertainment allowance shall be paid by your employer for each international trip. Travel shall be by business / first class. However for the purpose of commencement, the cost of travel ticket shall be paid in addition to travel / entertainment allowance. Cost shall be substantiated and shall be the rate charged at the period / time of employment. Travel ticket, including that of employee's family only, on employees' early notification to employer, shall be requested by employee. Employee shall also be entitled to maximum security including members of the state security service in housing community.

ARTICLE 4. MOVING EXPENSE

The employee will be reimbursed by the employer for reasonable moving expense incurred only as a result of relocation or early termination of leases, storage charges: procurement of travel documents, immunization etc. Reimbursements shall be paid not more than five (5) working days from submission of report / and receipt as proof of payments.

ARTICLE 5. HOURS OF WORK

Your normal hours of work per week will be as follows:

Sunday - Thursday 7.30am – 4.30pm inclusive of public holidays. You shall be required to work such additional hours at such times as are reasonably necessary for the performance of your duties and will be entitled to receive any additional remuneration for work performed outside your normal hours.

ARTICLE 6. JOB TITLE

The job title does not define or limit the work which you are employed to do and you may be required to do any work within your capacity which your employer from time to time requires including transfer between departments and work for your employers subsidiary, holding and other associated companies.

ARTICLE 7. PERIOD OF EMPLOYMENT

Your employment is to continue until terminated by notice or under your employer's disciplinary procedures.

ARTICLE 8. MOBILIZATION

The first monthly salary shall be paid in advance before you embark on your journey to assume duty that is after your UAE workers permit complete document had been applied and obtained. This is to enable you settle all domestic needs before travel. All payment of salary after assumption of duty in UAE can only be 75% paid into your foreign / offshore bank account to be provided by you with the remaining 25% paid locally in UAE. This is in line with the United Arab Emirate Expatriate Financial Statutory Laws.

ARTICLE 9. HOLIDAYS

Employee shall be entitled to paid vacation of 4 weeks. Although vacations will be granted at times requested by Employee, Employer reserves the right to determine or approve the vacation time. Employee shall not be able to accrue any vacation time in any year until the vacation time for the period year has been fully used. You will be paid your usual remuneration on the usual dates of payment and shall be entitled to a separate holiday/vacation payment of the sum of \$2,000.00 Dollars.

ARTICLE 10. EFFECT OF TERMINATION ON COMPENSATION

Contract is subject to a probation period of 3 months, the probation period will be performance based, the contract will run to fullness only if mutually satisfied with performance and working environment. If mutually unsatisfied with working environments or working performance, we will give an additional equivalent of 3 months compensation pay. In the event of termination of employment, Employee s shall be entitled to compensation accrued and earned prior to the date of termination including the date of termination, other than as may be provided herein to the Contrary. Employee shall be entitled to no further compensation following such date of termination.

ARTICLE 11 . EMPLOYER'S RECORD/TRADE SECRETS

- a. All records of the accounts of employer, of any nature, whether existing at the time of employee's employment, procured through efforts of employee or obtained by employee's employment from any other source, and whether prepared by employee or otherwise, shall be the exclusive property of employer regardless of who actually purchased the original book, record or magnetic storage unit on which such information is recorded.
- b. All such books and records shall be immediately returned to Employer by Employee on termination of employment, whether or not any dispute exists between Employer and Employee at, regarding and/or following the termination of employment.
- c. During the term of employment under this Agreement, Employee will have access to and become acquainted with various trade secrets, consisting of formulas, programs, patterns, devices, inventions, processes, compilation of data and information, records, and specifications, all of which are owned by Employer.
- d. All files , records, documents, drawings, specifications ,programs ,equipment and similar items relating to the business of Employer , whether they are prepared by Employer or by Employee , or come into Employee's possession in any other way and whether or not they contain or constitute trade secrets owned by Employer, are and shall remain exclusive property of Employer and shall not be removed from the premises of Employer under any circumstances whatsoever without the prior written consent of Employer .
- e. Employee promises and agrees that Employee shall not misuse, misappropriate ,give,sell,furnish nor disclose ,whether for consideration or for no consideration, and whether or not during or following his/her employment with Employer,or at any other time thereafter,any trade secrets described herein, directly or indirectly or use them in any way or manner,for his/her own benefit or the benefit of others, except as required in the course or scope of Employee's employment with Employer . Employee agrees and promises not to make known to other person, firm, or corporation,the names , addresses or any other information of any of Employer's customers or vendors, or call on , solicit, or take away any of the customers of Employee called on or with whom Employee became acquainted with during his or her employment herein.
- f. Employee agrees that the use or dissemination of any trade secrets as described above, whether by Employee or by any other person or entity, constitutes unfair trade practices. Employee agrees to not employ unfair trade practices whether during the time of his employment or anytime thereafter.

ARTICLE 12. GENERAL PROVISIONS

Any notices to be given by either party to the other may be effected either by personal delivery in writing or by mail, registered and certified,postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at their last known addresses as appearing on the books of the employer.

ARTICLE 13.DISABILITY

In the event that the Employee cannot perform the duties because of illness or incapacity for a period of more than four weeks, the compensation otherwise due during said illness or incapacity will be reduced by 20 percent . The Employee's full compensation will be reinstated upon return to work. However, if the Employee is absent from work for any reason for a continuous period of over three months,the company may terminate the Employee's employment, and the Company's obligations under this agreement will cease on that date.

ARTICLE 14. RETIREMENT ,SAVINGS AND INSURANCE PLANS

Depending on the specific payroll, the employee receives either a company funded retirement plan, a company matched savings plan and a range of insurance plan options, or an annual cash payment equal to 17% - 19% of annual base salary that allows the employee flexibility to make his own insurance and saving decisions, in addition to specific benefits provided by **ADOC** .

ARTICLE 15.TERMINATION OF AGREEMENT

Without cause, the **ADOC** may terminate this agreement at any time upon 30 days' written notice to the Employee. If the Company Requests, the Employee will continue to perform his/her duties and may be paid his/her regular salary up to the date of termination. In addition, the Company will pay the Employee on the date of the termination a severance allowance of \$165,000.00 USD. Also without cause, the Employee may terminate employment upon 30 days' written notice to the Company. Employee may be required to perform his or her duties and will be paid the regular salary to date of termination but shall not receive severance allowance. Notwithstanding anything to the contrary contained in this agreement, the company may terminate the Employee's employment upon 30 days' notice to the Employee should any of the following events occur;

- (a) The sale of substantially all of the Company's assets to a single purchaser or group of associated purchasers;
- (b) The Company's decision to terminate its business and liquidate its assets;
- (c) The merger or consolidation of the Company with another company.
- (d) Bankruptcy or chapter 11 reorganization.

ARTICLE 16. JOB LOCATION

Job location will be at the **ADOC UNITED ARAB EMIRATE**

The contract shall be a full-time contract; this is with effect from **30th March, 2014** when the employee / expatriate assumes duty in United Arab Emirate.

ARTICLE 17. LAW GOVERNING AGREEMENT

This Agreement shall be governed by and construed in accordance with the laws of United Arab Emirate.

SIGNED AND DELIVERED **ADOC UNITED ARAB EMIRATE**



Yours Sincerely,
Engineer. Darren Strong
Chairman of the Board,
HR & Logistic Director
For **ADOC UAE**

I have read, understood and accepted the conditions.

Employee:

Full Name:

Signature:

Date: