| | ntract of Employment Nodatednto by and between: | (hereinafter referred to as the "Contract of Employment") is | | | | |
|---|--|--|-------------------------|--|--|--|
| "Compai | OF THE ORGANIZATION, ADDRESS, in any" and/or the "Employer"), represented by PERACT ON THE BASIS OF THE RELEVANT DOC | | | | | |
| and | | | | | | |
| EMPLOYEE FULL NAME (hereinafter referred to as the "Employee"), | | | | | | |
| hereinafter referred to individually as a "Party" and collectively as "the Parties". | | | | | | |
| The Employer desires to employ the Employee and the Employee has agreed to accept and enter such employment upon the terms and conditions set out in this Contract of Employment. | | | | | | |
| In conside | In consideration of the above the Parties to this Contract of Employment agree as follows: | | | | | |
| 1. A | APPOINTMENT | | | | | |
| 1.1. Т | The Employer accepts the Employee to a position of | f POSITION NAME AND DEPARTMENT NAME. | | | | |
| 1.2. Т | The job functions/duties of the Employee at this job | position are described in Schedule 1. | | | | |
| tl | | onditions in accordance with this Contract of Employment and es to work diligently and faithfully in accordance with the job the Employer. | Commented [DZ1]: If any | | | |
| 1.4. T | The Employee shall not engage in any outside en | ployment and/or business activities which conflict with the duties, responsibilities or functions without the consent of the | Commented [DZ1]. If any | | | |
| | Where a basic condition of employment is not speules of the Employer will be applicable. | ecifically mentioned, the relevant legislation and the internal | Commented [DZ2]: If any | | | |
| 2. (| COMMENCEMENT DATE AND TERM | | | | | |

This Contract of Employment shall be effective from the date of signing the Contract of Employment and shall be in effect till the end date indicated in clause 2.2.

Employment commencement date: _____, end date: _____ (inclusive) ("Employment Term") unless it is terminated earlier or extended for an additional term under this Contract of Employment.

The Employment Term is considered to be extended for 1 year unless the Employer gives a notice of termination

This Contract of Employment is subject to and is valid from the effective date of the work visa/work registration

2.1.

2.2.

2.3.

2.4.

to the Employee in accordance with clause 19.2.

for a non-resident Employee.

2.5. The Employer establishes to the Employee a probation period starting from through to (inclusive). Should the Employee prove to be unable to perform the job duties during the probationary period or be otherwise unsuitable for the position, the Employer shall be entitled to terminate the Contract of Employment before the probationary period ends by giving not less than 7 days notice in writing. BASIC PAY 3.1. The Grade and rate of Basic Pay of the Employee is established in accordance with Schedule 1 ("Grade" and The Employee's Basic Pay per month ("Pay Period") must be paid within 5 Business Days inclusively after the 3.2. end of the Pay Period through a direct bank transfer to the personal bank account of the Employee. In case that card account indicated by the Employee is not the card account of local bank serving AIFC, all relevant expenses for the operations on transfer and cash withdrawal shall be borne by the Employee solely. PLACE OF WORK 4.1. The Employee's place of work will be at the following location: . The Employee may be required to work at or from such other location as the Employer may reasonably require. At the discretion of the Employer the Employee may be sent on a business trip both within the territory of the Republic of Kazakhstan and overseas. The Employee shall retain the position, Grade and the rate of Basic Pay during the business trip. WORKING TIME The Employee shall work according to the following schedule: 5.1. standard workweek of 5.1.1 standard workday of ____ hours from ____ a.m. till ____ p.m.; 5.1.2

hours for rest and lunch from _____ p.m. to _____ p.m. Notwithstanding clause 5.1, the Employee will work additional hours outside of the Employee's normal working 5.2. hours upon receiving reasonable notice from the Employer to meet the business needs of the Employer subject to

VACATION LEAVE 6.

5.1.3

- Subject to clauses 6.11 and 6.12 the Employee is entitled to vacation leave for a period of ______ Days per year. 6.1. Vacation leave is in addition to National Holidays to which an Employee is entitled.
- 6.2. Vacation leave accrues pro rata for an Employee who has been employed for at least ____ days in a year.

an Employee's freely-given, informed prior written consent.

- 6.3. The Employee is entitled to carry forward accrued but untaken vacation leave up to a maximum of ____ Business Days into the next year for a maximum period of 12 months. Any unused leave expires at the end of the 12 months.
- 6.4. The Employee who is entitled to a vacation leave shall take it in periods of 3 business days or more.

- 6.5. Employee is entitled to a payment in lieu of vacation leave earned only if:
 - 6.5.1 the Employee's employment is terminated; or
 - 6.5.2 the Employer agrees to make the payment.
- 6.6. If the Contract of Employment is terminated, the Employer must pay the Employee an amount in lieu of vacation leave accrued but not taken. If the Employee has taken more vacation leave than has accrued at the termination date, the Employee must repay the Employer the amount paid by the Employer to the Employee for the vacation leave to which the Employee was not entitled.
- 6.7. Compensation in lieu of vacation leave is calculated using the Employee's Daily Wage for the Employee's last day of employment.
- 6.8. If an Employee wishes to take vacation leave, the Employee must give the Employer at least 7 days prior written notice, specifying the days on which leave is to be taken. The Employee's entitlement to take vacation leave on those days is subject to any requirements imposed by the Employer under clause 6.9.
- 6.9. An Employer may require an Employee to take vacation leave on specified days by giving at least 7 days prior written notice to the Employee.
- 6.10. Clauses 6.8 and 6.9 do not apply to an Employer and Employee in relation to a period of vacation leave, if they mutually agree on when the vacation leave is to be taken.
- 6.11. During the first year of employment, the amount of vacation leave that the Employee is entitled to take at any time is limited to the amount of vacation leave that has accrued to the Employee at that time, less the amount of any vacation leave already taken by the Employee during that year. However, the Employer may agree to the Employee taking more vacation days during the Employee's first year of employment.
- 6.12. For clause 6.11, leave is taken to accrue over the Employee's first year of employment at the rate of one-twelfth (1/12) of the Employee's yearly entitlement to vacation leave under clause 6.1 on the first day of each month of that year.
- 6.13. Vacation leave continues to accrue during the minimum period of maternity leave ______ Days) and can be taken separately.
- 6.14.

7. UNPAID LEAVE AND ACADEMIC LEAVE

- 7.1. The Employee shall be entitled to unpaid leave in the following cases:
 - 7.1.1 due to family related circumstances;
 - 7.1.2
- 7.2. However, the entitlement of the Employee for unpaid leave under clause 7.1. is subject to consideration of the Employer.

8. LEAVE ON NATIONAL HOLIDAYS

8.1. The Employee is entitled to leave on National Holidays that fall on a Business Day.

- 8.2. The Employee is entitled to be paid the Employee's Daily Wage for leave taken on a National Holiday under clause 8.1
- 8.3. Leave to which an Employee is entitled under clause 8.1 for a National Holiday may be replaced by:
 - 8.3.1 a day in lieu; or
 - 8.3.2 a payment in lieu; or
 - 8.3.3 a pro rata amount relating to the period of time worked, if the Employer and the Employee both agree in writing.

9. SICK LEAVE

- 9.1. The Employee is entitled to sick leave not exceeding a maximum of _____days in total in any 12 months period.
- 9.2. An Employee who requests sick leave under clause 9.1 must personally, or have someone on the Employee's behalf:
 - 9.2.1 notify the Employer, as soon as reasonably practicable, that the Employee is unable to fulfil the duties reasonably expected in the Employee's position because of the Employee's sickness; and
 - 9.2.2 provide a medical opinion or a sick leave certificate or other required documents; and
 - 9.2.3 if required by the Employer, at least once every 7 days during a period of absence due to sickness, provide a medical opinion or a sick leave certificate that states that the Employee cannot fulfil the duties reasonably expected in the Employee's position.
- 9.3. If an Employee is absent because of sickness on a day, the Employee shall be paid a sick pay if the conditions set out in clause 9.2 are satisfied by the Employee.
- 9.4. Notwithstanding clause 9.3, the Employee shall not be entitled to a sick pay if the Contract of Employment is for 1 month or less.
- 9.5. If an Employee takes more than an aggregate of _____days of sick leave in any 12 months period, the Employer may terminate the employment immediately with written notice to the Employee.

10. MATERNITY LEAVE

- 10.1. An Employee is entitled to maternity leave in accordance with the applicable legislation.
- 10.2. Annual leave continues to accrue to the Employee during the minimum period of the maternity leave and may be taken separately.
- 10.3. A female Employee who is adopting a child less than 3 months old is entitled to maternity leave in relation to the adoption, as if a reference to childbirth were a reference to the adoption and all other necessary changes were made.
- 10.4. During the minimum period of maternity leave of an Employee under clause 10.1., the Employer must pay the Employee maternity pay in accordance with the Acting Law.

- 10.5. The Employee cannot receive compensation in lieu of maternity leave.
- 10.6. If a National Holiday falls on a Business Day during the minimum period of maternity leave, the minimum period of the maternity leave is extended by the period of the National Holiday.
- 10.7. An Employee has the right to return to work at the end of a period of maternity leave to the same position or a suitable alternative on the same terms and conditions, she would have had, had she not taken maternity leave.

11. RIGHTS AND OBLIGATIONS OF THE EMPLOYEE

- 11.1. The Employee shall have the following rights:
 - 11.1.1 to enter into, amend and terminate this Contract of Employment in accordance with applicable legislation;
 - 11.1.2 to require the Employer to perform the terms of this Contract of Employment;
 - 11.1.3 for the timely and complete payment of Basic Pay in accordance with this Contract of Employment;
 - 11.1.4 to have days-off including paid annual leaves (vacation) as set out in this Contract of Employment;
 - 11.1.5 for the guarantees and compensations as set out in this Contract of Employment;
 - 11.1.6 for the professional training as provided for;
 - 11.1.7 for the workplace equipped in accordance with the requirements of safety and protection of labour;
 - 11.1.8 for the protection of Personal Data/Sensitive Personal Data in accordance with the AIFC Data Protection Regulations No. 10 of 2017 ("AIFC Data Protection Regulations");
 - 11.1.9 to receive necessary information and materials required for the performance of job duties/functions/responsibilities;
 - 11.1.10 appeal against the actions (inaction) of the Employer directly related to the employment of the Employee in accordance with the internal rules of the Employer;
 - 11.1.11 to equal pay for equal work without discrimination;
 - 11.1.12 to refuse to perform work under this Contract of Employment in situations that create a threat to health or life, with notice to the direct supervisor or the Employer's representative;
- 11.2. The Employee shall have the following obligations:
 - 11.2.1 to perform duties in accordance with this Contract of Employment and the Employee's job description,;
 - 11.2.2 to observe labour discipline;
 - 11.2.3 to observe requirements of labour safety and industrial sanitary at the workplace;
 - 11.2.4 to be careful about the property of the Employer and fellow employees;

- 11.2.5 to abide by the requirements of confidentiality as set out in section 18 herein;
- 11.2.6 to notify the Employer about any changes of personal data within 10 (ten) calendar days thereof;
- 11.2.7 to submit the termination checklist to the Human Resources Department 1 day prior the termination of this Contract of Employment;
- 11.2.8 to perform the Employee's employment duties with reasonable diligence and care; and
- obey the orders of the Employer to the extent that:
 - (i) the orders are consistent with the Employee's employment duties; and
 - (ii) carrying out the orders will not expose the Employee to danger; and
 - (iii) carrying out of the orders will not constitute a contravention of any regulation or other acting law of the Astana International Financial Centre that applies within the Astana International Financial Centre.
- 11.2.10 comply with the health and safety instructions of the Employer;
- 11.2.11 to take reasonable care of any of the Employee's property that is in the Employee's possession, under the Employee's control or used by the Employee or to which the Employee has access;
- 11.2.12 not accept any gift or advantage from any person for performing the Employee's employment duties.

12. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

- 12.1. The Employer shall have the following rights:
 - 12.1.1 to enter into, amend and terminate this Contract of Employment in accordance with applicable legislation;
 - 12.1.2 to issue acts, rules and regulations;
 - 12.1.3 to require the documents and personal data details of the Employee for the purpose of concluding this Contract of Employment;
 - 12.1.4 to require the Employee to perform the terms of this Contract of Employment;
 - 12.1.5 to reward the Employee, impose disciplinary sanctions/actions, to hold the Employee accountable in cases and in the manner prescribed by relevant legislation.
- 12.2. The Employer shall have the following obligations:
 - 12.2.1 to follow the requirements of this Contract of Employment and the relevant legislation;
 - 12.2.2 to carry out internal control of health and safety requirements;
 - 12.2.3 to provide the Employee with the job in accordance with this Contract of Employment;
 - 12.2.4 to pay the Basic Pay to the Employee and other payments provided for by this Contract of Employment fully and in a timely manner;

- 12.2.5 to provide working conditions to the Employee in accordance with this Contract of Employment;
- 12.2.6 to provide the Employee with office facilities, equipment, documents and other means required to perform the job duties/functions/responsibilities;
- 12.2.7 to provide annual paid leave to the Employee in accordance with this Contract of Employment;
- 12.2.8 to process Personal Data/Sensitive Personal Data in accordance with the AIFC Data Protection Regulations.

13. DISCIPLINARY RULES AND GRIEVANCE PROCEDURES

13.1. The Employee shall comply with the Employer's disciplinary and grievance rules and procedures. Such internal rules of the Employer do not form part of this Contract of Employment and may be altered or added to from time to time.

14. WORK VISA FOR NON-RESIDENT EMPLOYEES

- 14.1. The Employer shall pay the state fees for processing of the invitation to issue the work visa and for the issuance/extension of work visa on the territory of the Republic of Kazakhstan to the state revenue authority.
- 14.2. The Employee shall pay a consular fee for the issuance of work visa to the foreign mission of the Republic of Kazakhstan in the country of the Employee's residence.
- 14.3.
- 14.4. The Employee and his/her dependent family members shall be obliged to comply with the Terms of and procedures for the entry into the Republic of Kazakhstan and leaving the Republic of Kazakhstan, for foreign nationals and stateless persons coming to the Republic of Kazakhstan to engage in the activity of the AIFC.

15. COMPENSATIONS AND BENEFITS

15.1. The Employee is eligible to receive a compensation on the termination of the Employee's employment in accordance with the Acting Law.

16. PENSION FOR KAZAKHSTAN NATIONALS

16.1. The Employer must enroll the Employee in the Employee's Kazakhstan pension scheme in accordance with the legislation of Kazakhstan.

17. INSURANCE

- 17.1. The Employer must obtain and maintain insurance to cover the health and life of the Employee.
- 17.2.

18. NON-DISCLOSURE OBLIGATION AND RIGHT OF OWNERSHIP

18.1. By signing this Contract of Employment, the Employee agrees with the terms of the Non-Disclosure Obligation and Right of Ownership set out in Schedule 2. 18.2. Violation of the terms set out in Schedule 2 may lead to termination of the Contract of Employment in accordance with subclause 19.1.5.

19. TERMINATION OF THE CONTRACT

- 19.1. The Contract of Employment shall be terminated in the following cases:
 - 19.1.1 at the Employee's initiative;
 - 19.1.2 at the Employer's initiative;
 - 19.1.3 upon mutual agreement;
 - 19.1.4 expiration of the employment term specified in clause 2.2;
 - 19.1.5 violation of this Contract of Employment;
 - 19.1.6 in cases defined in clause 19.4.
- 19.2. Subject to clause 19.4, if the Employee has been continuously employed by the Employer for 1 month or more, the notice required to be given by the Employer or Employee to terminate the Employee's employment must not be less than:
 - 19.2.1 7 days, if the period of continuous employment is less than 3 months;
 - 19.2.2 30 days, if the period of continuous employment is at least 3 months but less than 5 years;
 - 19.2.3 90 days, if the period of continuous employment is at least 5 years.
- 19.3. Notwithstanding 19.2 either the Employer or Employee may agree to a longer period of notice, waiving notice or accepting a payment in lieu of notice in accordance with the Acting Law.
- 19.4. Clause 19.2 does not apply if:
 - 19.4.1 the Employee's employment is terminated under clause 2.4;
 - 19.4.2 the Employee's employment is terminated under clause 9.6;
 - 19.4.3 the Employee terminates the employment for cause;
 - 19.4.4 The Employer terminates the employment for cause under clause 19.5.
- 19.5. An Employer may terminate an Employee's employment without notice for cause. Termination by the Employer for cause is termination:
 - 19.5.1 because the Employee has committed a crime, if the commission of the crime has a material and detrimental impact on the Employer; or
 - 19.5.2 because the Employee has committed a repudiatory breach of a provision of the Contract of Employment; or
 - 19.5.3 because the Employee has materially contravened the Employment Regulations, and the contravention has had a material and detrimental impact on the Employer; or

- 19.5.4 for another reason prescribed by Employment Regulations or by this Contract of Employment.
- 19.6. Termination for cause does not include termination under clause 9.6.

20. APPLICABLE/GOVERNING LAW

- 20.1. This Contract of Employment will be governed by the acting law of the AIFC.
- 20.2. The Employer must ensure that the Contract of Employment expressly states the matters (if any) relating to the employment of the Employee that are subject to the internal rules of the Employer. Such internal rules may be changed at the Employer's discretion from time to time and the Employer shall give the Employee a notice of such changes.
- 20.3. All disputes between the Parties that may arise in connection with this Contract of Employment should be settled through negotiations between the Parties.
- 20.4. If it is impossible to settle through negotiations, any dispute arising out of or in connection with this Contract of Employment, including any question regarding its existence, validity, or termination, shall be subject to the exclusive jurisdiction of the AIFC Court.

21. FINAL PROVISIONS

- 21.1. By signing this Contract of Employment, the Employee consents to the Employer processing and transfer of the Employee's Personal Data/Sensitive Personal Data, including but not limited to, the following: full name, nationality, place and date of birth, marital status, phone and address details, email, information about education, professional activity, medical examination details etc. for the purposes of administration and management of the business of the Employer and its employees, for the purpose of the Employee's employment and for the purpose of complying with the applicable laws and the internal rules of the Employer.
- 21.2. Any amendment of and/or addition to the Contract of Employment must be in writing and signed by the Parties.
- 21.3. All properly adopted schedules, amendments and additions shall be an integral part of this Contract of Employment.
- 21.4. This Contract of Employment is made in English language, one original copy for each Party.
- 21.5. This Contract of Employment constitutes an entire document between the Parties pertaining to the subject matter hereof.

IN WITNESS THEREOF, the Parties have duly executed this Contract of Employment as of the date first set forth above.

| it will the box in the factor of the factor | Contract of Employment as of the date first set forth above |
|---|---|
| EMPLOYER | EMPLOYEE |
| NAME OF ORGANIZATION, ADDRESS | EMPLOYEE FULL NAME |
| | HOME ADDRESS |
| | ID No, ISSUE DATE, ISSUING AUTHORITY IIN No |
| POSITION OF THE PERSON WHO IS AUTHORISED TO | |
| SIGN EMPLOYMENT CONTRACT ON THE BASIS OF | |
| THE RELEVANT DOCUMENT | |
| | EMPLOYEE FULL NAME |

FULL NAME OF THE PERSON WHO IS AUTHORISED TO SIGN EMPLOYMENT CONTRACT ON THE BASIS OF THE RELEVANT DOCUMENT



SCHEDULE 1: JOB DESCRIPTION AND BASIC PAY

| 1. | Position title <mark>:</mark> | |
|---|---|--|
| 2. | Grade and Basic Pay: | rate of Basic Pay, after taxes and other obligatory deductions. |
| 3. | Reports to: | |
| 4. | Job overview: | |
| 5. | Job functions/duties/responsibilities: | |
| | 5.1 | |
| | 5.2 | |
| | 5.3 | |
| | 5.4 | |
| | 5.5 | |
| EMPLOYER | | EMPLOYEE |
| NAME OF ORGANIZATION, ADDRESS | | EMPLOYEE FULL NAME HOME ADDRESS ID No, ISSUE DATE, ISSUING AUTHORITY |
| POSI | TION OF THE PERSON WHO IS AUTHORISED TO | IIN No |
| <mark>SIGN</mark> | EMPLOYMENT CONTRACT ON THE BASIS OF RELEVANT DOCUMENT | |
| FULL NAME OF THE PERSON WHO IS AUTHORISED TO SIGN EMPLOYMENT CONTRACT ON THE BASIS OF THE RELEVANT DOCUMENT | | EMPLOYEE FULL NAME |

SCHEDULE 2: NON-DISCLOSURE OBLIGATION

- The terms of the Contract of Employment shall be kept confidential between the Parties and shall not be disclosed
 to any third party without the prior written consent of the other Party, except that each Party may make
 disclosure:
 - 1.1. to its advisors, attorneys or auditors who have a need to know such information;
 - 1.2. as required by applicable law or court order; or
 - 1.3. as may be required in connection with the performance or enforcement of the Contract of Employment.
- 2. For the purposes of the Contract of Employment "Confidential Information" shall include, but is not limited to, the following:
 - 2.1. personnel information (including information relating to any and all aspects of compensation and/or Grade and/or Basic Pay of any and all employees) and
 - 2.2. research, data, knowledge, writings and other works of authorship, developments, plans, products, models, services, diagrams, formulae, processes, techniques, technology, hardware, software, knowhow, designs, ideas, discoveries, inventions, improvements, and
 - 2.3. correspondence, manuals, notes, reports, and
 - 2.4. copyrights, trademarks, trade secrets, computer programs and
 - 2.5. accounting information, including that contained in specialised software, e.g. 1C, organisational structure, expenditures, and
 - 2.6. personal account and password details, and
 - 2.7. any and all restricted, internal use information and documents concerning the Employer's experts, consultants, advisors, customers, suppliers or other regulatory, strategic, technical, financial or business information used by the Employer and any other tangible materials, copies or extracts of tangible materials regarding the Employer's actual or anticipated business or its affiliates, disclosed by the Employer either directly or indirectly in writing, orally or visually to the Employee during his/her employment with the Employer.
- Confidential Information also includes all work product conceived, created or developed by an Employee, either
 solely or jointly with others, in the course of employment with the Employer, as a result of the employment with
 the Employer, and the Employer is the sole owner of all such work product.
- Confidential Information shall not include information that is publicly available, unless such information became
 publicly available by reason of a breach of this non-disclosure obligation.
- 5. All confidential information shall be kept confidential unless:
 - 5.1. it is in or comes into the public domain without breach of the Contract of Employment;
 - 5.2. it was in the possession of either Party prior to its receipt and was not acquired by either Party under a non-disclosure obligation of confidentiality or non-use;

- 5.3. it is acquired by either Party from a third party not under a non-disclosure obligation or non-use to either Party; or
- 5.4. it is independently developed by either Party without use of any confidential information of the other Party.
- 6. As long as the Contract of Employment is in effect and forever thereafter, the Employee shall not, without the express written consent of the Employer, directly or indirectly communicate or divulge to, or make available to, or use for his own benefit or for the benefit of any competitor or any other person or entity, any Confidential Information, except to the extent that disclosure is required at the Employer's direction or by a court order. As long as such matters remain confidential information, the Employee shall not use such Confidential Information in any way or in any capacity other than as expressly consented to by the Employer.
- 7. The Employee shall maintain adequate administrative, technical and physical safeguards against unauthorised access, use, or disclosure of the Confidential Information. Confidential Information shall not be removed from the Employee's workplace unless authorised to do so by the Employer and as necessary for the purposes of fulfilling the Employee's obligations, shall not be transmitted by email unless by means of an approved secure system, and shall not be downloaded to a portable device unless authorised by the Employer.
- 8. The Employee shall immediately report to the Employer any use or disclosure of the Confidential Information and any attempted or successful unauthorised access, use, disclosure, modification, or destruction of such Confidential Information or interference with system operations in an information system containing Confidential Information of which the Employee becomes aware.
- 9. In the event that the Employee receives a request for Confidential Information from a court or governmental authority, the Employee shall give a prompt written notice to the Employer for the Employer to take appropriate protective measures regarding the Confidential Information.
- 10. The Employee agrees that all Confidential Information is and shall remain the exclusive property of the Employer. The Employee agrees to immediately return, promptly deliver to the Employer or, with the Employer's permission, destroy all of the Confidential Information mentioned above, without limitation, at the request of the Employer. No copies shall be made or retained by the Employee, of any such Confidential Information, whether or not developed by the Employee.
- 11. The non-disclosure obligation undertaken herein shall survive termination of the Contract of Employment.
- 12. Any Employee found to be in violation of, or to have violated, the non-disclosure obligation undertaken herein shall be subject to a disciplinary action, up to and including termination of employment.
- 13. The Employee agrees that the Employer, for any breach or violation of the non-disclosure obligation undertaken herein, shall be entitled to withhold the amount of any damages the Employer suffers from such breach or violation from any payment due to the Employee. The Employee expressly acknowledges that damages alone may be an inadequate remedy for any breach or violation of the non-disclosure obligation undertaken herein, and that the Employer, in addition to withholding the amount of damages it incurs from payments due to the Employee and all other remedies at law or in equity, shall be entitled, as a matter of right, to seek injunctive relief, including specific performance, with respect to any such breach or violation, in any court of competent jurisdiction.
- 14. The undertakings of the Employee hereof shall be in addition to, and not in lieu of, any obligations which the Employee may have with respect to the subject matter hereof, whether by the Contract of Employment, as a matter of law or otherwise.

| 15. | In signing this non-disclosure obligation, the Employee hereby acknowledges that the Employee have read the entire document, that the Employee have been given the opportunity to ask questions and receive answers to the satisfaction of the Employee, that the Employee understands its terms, and that the Employee has signed it knowingly and voluntarily. | | |
|----------|--|--|--|
| EMPLOYER | | EMPLOYEE | |
| NAME | OF ORGANIZATION, ADDRESS | EMPLOYEE FULL NAME | |
| INAMIL | OF ORGANIZATION, ADDRESS | HOME ADDRESS | |
| | | ID No. , ISSUE DATE, ISSUING AUTHORITY | |
| | | IIN No | |
| | | | |
| POSIT | ION OF THE PERSON WHO IS AUTHORISED TO | | |
| SIGN I | EMPLOYMENT CONTRACT ON THE BASIS OF | | |
| THE R | ELEVANT DOCUMENT | | |
| FULL | NAME OF THE PERSON WHO IS AUTHORISED | EMPLOYEE FULL NAME | |
| TO SI | THE PART OF THE PART OF THE PART | | |

15.

OF THE RELEVANT DOCUMENT