

## EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2015 (the "Effective Date") by and between **13 Months Group** company having its principal place of business at Addis Ababa Sub City Lemi Kura Woreda 08 the "the employer" and "\_\_\_\_\_ "resident of Addis Ababa the "Employee") (collectively the "Parties").

WHEREAS:

**A.** The Employer is CEO AND FOUNDER OF **13 Months Group**

**B.** The Employee is recruited by the Employer for the position of **Information Technology Department.**

**C.** Accordingly, the parties intend on entering into this Agreement to regulate the flow and subsequent disclosure of any confidential or proprietary information that may be shared by the Employer with the Employee during the course of employment of the Employee with the Employer.

**NOW, THEREFORE,** in consideration of the promises and the other covenants and conditions contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### 1. Employment

**1.1.** Employer hereby employs, engages, and hires Employee for the position of **Information Technology Department.**

The Employee shall have the job title, responsibilities and duties as mentioned in **Schedule A** annexed herewith and will report to The **General Manager**

Employee hereby accepts this employment upon the terms and conditions herein contained and agreed to devote time, attention, and best efforts.

**1.2.** Employee shall faithfully and honestly adhere to, execute, abide by and fulfill all policies, procedures, duties and responsibilities established by the Employer from from time to time.

**1.3.** Employee shall not, during the term of Employee's employment hereunder, be engaged in any other Company activity pursued for gain, profit, or other pecuniary advantage if such activity interferes with Employee's duties and responsibilities hereunder. However, foregoing limitations shall not be construed as prohibiting Employee from making personal investments in such form or manner as will neither require Employee's services in the operation or affairs of the companies or enterprises in which such investments are made.

### 2. Salary

**2.1.** Employees will be paid a salary of \_\_\_\_\_ per month.

**2.2.** Salary shall be paid on the last day of each month by credit transfer directly into the Employee's bank account.

### 3. Vacation

Employees are entitled to 30 days of vacation every year.

### 4. Terms and General Duties

**4.1.** The Employee is hired by the Employer on the basis of his personal skills and qualifications and therefore, neither this Agreement nor any part of it is assignable, transferable, sub-licensable, sub-contractible or conveyable by Employee, either by operation of law or otherwise, without the express, prior, written consent of the

Employer.

**4.2.** Employee shall furnish reports and information as may be required by the Employer from time to time

### **5. Hours of Work**

**5.1.** The normal working days are Monday to Friday.

**5.2.** The total working hours will be 8 hours a day and 40 hours a week.

### **6. Non-Competition**

**6.1.** The Employee will not, during the period of his employment by or with the Employer, and for a period of one (1) year from the termination of Agreement, directly or on behalf of or in conjunction with any other person, persons, company, partnership, corporation or Company of whatever nature.

**6.1.1.** Call upon any person who is, at any time, within the territory, an employee of the Employer in a employable capacity for the purpose or with the intention of enticing such employee away from or out of the employ of the Employer provided that, after Employee has ceased employment hereunder, Employee shall be permitted to call upon and hire any member of employee's immediate family.

**6.1.2.** The Employee shall make good the losses, if any, incurred by the company by breach of any condition under this clause.

### **7. Termination**

**7.1.** The Parties have the right to terminate this Agreement by giving a notice of thirty (30) days to the other Party.

**7.2.** The Employer holds the right to terminate the Employee immediately if the Employee is proved guilty of any misappropriation, malpractice or involved in any fraudulent activity.

**7.3.** The Employee's resignation is deemed to be accepted only after the Employer provides the Employee a relieving letter. The Employee before leaving shall complete all the assigned tasks. Till that time he has to provide the services as required by the Employer irrespective of the fact that he has paid/agreed to pay the amount in lieu of notice period.

### **8. Intellectual Property**

**8.1.** All records, designs, codes, patents, Company plans, financial statements, manuals, memoranda, lists and other tangible and intangible property delivered to or compiled by Employee by or on behalf of the Employer or the representatives, vendors or customers thereof which pertain to the Company of the Employer shall be and remain the property of the Employer and be subject at all times to the discretion and control thereof.

**8.2.** Likewise, all correspondence, reports, records, charts, advertising materials and other similar data pertaining to the Company activities or future plans of the Employers which is collected by the Employee shall be delivered promptly to the Employer without request by it upon termination of the Agreement.

### **9. Confidential Information**

**9.1.** During the term of the Agreement and for a period of one (1) year thereafter, the Employee shall not, directly or indirectly, engage or associate with, be connected

with, concerned, employed or engaged in any other Company or activities or any other post or work part time or pursue any course of study whatsoever, without the prior permission of the Company.

**9.2.** Employee must always maintain the highest degree of confidentiality and keep confidentiality of the records, documents and other Confidential Information relating to the Company of the Employer which may be known or confided in for use of such records, documents and information only in a duly authorized manner in the interest of the Employer. For the purpose of this clause 'Confidential Information' means information about the Employer's Company and that of its customers which is not available to the general public and which may be learnt by Employee in the course of employment. This includes, but is not limited to, information relating to the organization, its customers lists, employment policies, personnel, and information about the Employer's products, processes including ideas, concepts, projections, technology, manuals, drawing, designs, specifications, and all papers, resumes, records and other documents containing such Confidential Information. Employee, at no time, will remove any Confidential Information from the office without permission.

**9.3.** Breach of the conditions of this clause will render the Employee liable to summary dismissal under clauses mentioned above and in addition, the Employer may take action as per the applicable laws.

#### **10. Independent Legal Advice**

Both the Parties are free to consult their individual attorneys to understand better the terms and conditions of this Agreement before entering into the Agreement.

#### **11. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Federal Democratic Republic Of Ethiopia.

#### **12. Miscellaneous**

**12.1. Entire Agreement.** This Agreement is the sole and entire agreement between the parties relating to the subject matter hereof. This Agreement supersedes all prior understandings, agreements, and documentation relating to such subject matter.

**12.2. Modification to Agreement.** Modifications and amendments to this Agreement shall be enforceable only if it is in writing and is signed by authorized representatives of both parties.

**12.3. Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. A waiver by either of the parties of any of the covenants, conditions, or agreements to be performed by the other hereunder shall not be construed to be a waiver of any succeeding breach thereof.

**12.4. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.


**12.5. Severability.** If any provision of this Agreement is held invalid, void, or unenforceable under any applicable statute or rule of law, it shall to that extent be deemed omitted, and the balance of this Agreement shall be enforceable in according to its terms.

**12.6. Attorney's Fee.** In the event of any action arising out of or relating to this Agreement, each party shall bear its own costs and expenses, including reasonable attorney's fee, incurred in connection with the action and any appeal.

**12.7. Headings not controlling.** The headings in this Agreement are for reference purposes only and shall not be construed as a part of this Agreement.

**12.8. Precondition.** The Employee represents and warrants that all the information provided by him is true to the best of his knowledge, accurate and that he made no misrepresentation or false claims.

IN WITNESS WHEREOF the Parties has duly executed this Agreement as of the Effective date \_\_\_\_\_  
\_\_\_\_\_2015.

	Employer	Employee
Full Name		
Title	Manager	IT Department
Signature		
Date		08/10/15 E.C