

**REPUBLIC OF GUYANA**

**CONTRACT OF EMPLOYMENT**

**THIS AGREEMENT** is made in as of the \_\_\_\_ day of \_\_\_\_\_ in the Year of \_\_\_\_ between **ARPEOH INC.**, a company duly incorporated in Guyana under the provisions of the Companies Act, No. 29 of 1991, Laws of Guyana and having its registered office at **1371 Bare Root, Bachelor's Adventure, East Coast Demerara**, Georgetown (hereinafter referred to as "the Company") of the One Part and \_\_\_\_\_ of \_\_\_\_\_ in the Republic of Guyana (hereinafter referred to as "the Employee") of the Other Part.

**WHEREAS:**

- (1) The COMPANY enters and concludes agreements with U.S. customers to provide a full range of services to support their business.
  - (2) Any agreement entered into by the COMPANY is principally dependent upon the program requirement of its U.S. customers who wish to avail themselves of the highest quality of services that this COMPANY can provide; and
  - (3) The COMPANY requires the services of EMPLOYEES who will meet and maintain the high quality of services and standards expected of the COMPANY from its clients.
  - (4) The EMPLOYEE'S employment is contingent on a valid police clearance.
- IT IS HEREBY AGREED that the COMPANY will retain the services of the EMPLOYEE on the following terms and conditions:

**PLACE OF WORK**

Employee shall perform services either from the ARPEOH COMPANY office or from an approved remote work location authorized by ARPEOH COMPANY.

If authorized to work remotely, the Employee is responsible for maintaining a professional work environment conducive to performing business activities and fulfilling the requirements of the engagement. Such an environment must include:

- A quiet and uninterrupted workspace reasonably free from distractions and background noise

- Reliable electrical service sufficient to power all required equipment and technology; and
- A stable, secure, and consistent internet connection capable of supporting all job-related duties and communications.

If the Employee is unable to maintain an appropriate work environment, the Employee shall, at their own expense, secure an alternative work location that meets these requirements in order to continue performing services under this Agreement.

#### **POSITION AND SCHEDULE**

- The COMPANY shall employ the EMPLOYEE and the EMPLOYEE shall serve the COMPANY in the capacity of **RECRUITER** to service multiple assigned clients. The Employee's employment duration under this Agreement shall begin on an effective date and shall continue until the \_\_\_\_<sup>th</sup> day of \_\_\_\_ in the year of \_\_\_\_ with the option to be renewed for an unspecified term on an at-will basis based on the terms of this contract thereafter.
- The EMPLOYEE will report to the **MANAGING PARTNERS** or any other duly authorized officer.
- In addition to the duties which this job normally entails, the EMPLOYEE may from time to time be required to undertake additional or other duties as necessary to meet the needs of the Employer's business, and in particular, he/she may be required to render services for the benefit of Subsidiary or Associated Companies of the Employer.
- The EMPLOYEE is stipulated to work **forty (40) productive hours per week** (entitled to one hour unproductive time for lunch and breaks per day/shift).
- Schedule is determined by the COMPANY's needs, daylight schedule (EST), location assigned or staffing requirements. Schedule or schedule changes will be communicated by your superior(s). Hours not worked in any period may be discounted from salary payment or set off against future hours worked.
- The EMPLOYEE may be required to work in excess of 40 (forty) hours or 5 days a week if the nature of the COMPANY's business so necessitates. In such cases, the EMPLOYEE shall be paid an overtime rate of 1.5 per hour - Fifty (50) percent over and above - the normal wage for in excess of 40 hours.

#### **(5) COMPENSATION AND BENEFITS**

- The EMPLOYEE will be paid a gross hourly rate of \$\_\_\_\_ **per hour** (\_\_\_\_ **dollars**) which will be subject to all applicable statutory deductions and authorized withholdings as required by law and/or the policies of the COMPANY. A performance bonus is also applicable. The performance bonus is determined by the metrics determined by the EMPLOYER.

- ii) All statutory public holidays are paid at a rate of 1.5, except the following holidays, which are paid at a rate of 2.0: Phagwah, Good Friday, Easter Monday, Labor Day, Eid-ul-Azha, and Christmas Day.
- iii) The EMPLOYEE's overall performance will determine any entitlements to the COMPANY's merit program, appraisal or performance bonuses. The said appraisal shall be at the sole discretion and determination of the COMPANY.
- iv) The EMPLOYEE may, at the COMPANY'S sole and absolute discretion, receive a monthly hire incentive. The COMPANY reserves the sole right to change and alter the means for measuring this bonus at any time. The COMPANY further reserves the right to increase, reduce, or eliminate completely this incentive as it sees fit.
- v) The EMPLOYEE is entitled to take fifteen (15) working days of vacation for each calendar year worked. Vacation will accrue on a calendar year basis after the completion of one year of continuous employment. Vacation entitlement unused at the end of each year cannot be carried over to the next year unless the Employer has deferred such entitlement due to the exigencies of the business.
- vi) The EMPLOYEE will be paid [his/her] basic remuneration during such vacation. Vacation must be taken at a time that is convenient to the COMPANY, subject to the Leave with Pay Act, No.6 of 1995.

**(6) DUTIES AND RESPONSIBILITIES**

The EMPLOYEE agrees to: -

- i) Be bound by and to strictly observe and comply with all COMPANY codes of conduct, policies, rules, and guidelines (all of which will be reviewed with the employee during training or the course of employment and will be made easily accessible from that point onwards) and all applicable provisions of the Laws of Guyana.
- ii) The EMPLOYEE's conduct and job performance will be closely monitored and constantly evaluated in accordance with the standards of the EMPLOYEE's department. The results of the monitoring and evaluation shall be the basis for determining the EMPLOYEE's continued suitability and fitness for the job and hence continuity of employment. The EMPLOYEE may be strategically reassigned to other sections, campaigns or departments within operations in keeping with the EMPLOYEE's suitability for available roles and in the best interests of business continuity and at the sole discretion of the Company.
- iii) Not work for any other employer during the hours scheduled for their work at Arpeoh.
- iv) The standard Dress Code and decorum shall be in keeping with a professional office, as determined by Management from time to time.

**(7) TERMINATION OF AGREEMENT**

The employment of Employee with the Company may be terminated as follows: -

- i) In the case where the EMPLOYEE has been employed for less than three (3) months, the employment may be terminated by the EMPLOYEE by giving the COMPANY written notice of resignation.
- ii) In the case where the EMPLOYEE has been employed for more than three (3) months but less than twelve (12) months, the employment may be terminated by the EMPLOYEE by giving the COMPANY no less than two (2) weeks' written notice of resignation.
- iii) In the case where the EMPLOYEE has been employed for three (3) months but less than twelve (12) months, the employment may be terminated by the COMPANY by giving the EMPLOYEE not less than two (2) weeks' written notice or payment in lieu thereof.
- iv) In the case where the EMPLOYEE has been employed for twelve (12) months or more, the employment may be terminated by the COMPANY by giving the EMPLOYEE not less than one (1) month's written notice or payment in lieu thereof.
- v) In the case of termination for cause, with immediate effect.

For this purpose, "**termination for Cause**" shall include, without limitation, a termination of employment on account of, but not limited to:

- i) Violation of the company rules, reasonable directives, practices, procedures or policies set forth in the Guyana Labor Legislation, Company's Employee Handbooks, Standard Operating Procedure, and applicable local labor legislation, including limitation of the terminable offenses identified in this document.
- ii) In the event of serious misconduct by the EMPLOYEE or of repeated misconduct, breach of contract.
- iii) If the Employee is guilty of any gross default or misconduct in connection with or affecting the business of the Employer or any Subsidiary or Associated Company to which he is required under this Agreement to render services.
- iv) In the event of any serious or repeated breach or non-observance by the Employee of any of the conditions and stipulations contained in this Agreement.
- v) If the Employee is convicted of any serious criminal offense or is guilty of any misconduct, whether or not in the performance of his duties, or commits any act which in the opinion of the Employer is likely to bring the Employer or any of its officers or other employees into disrepute, whether or not such act is directly related to the affairs of the Employer.
- vi) Elimination of a position.

- (8) Effective Notice of resignation by the EMPLOYEE shall be submitted in written form or via email and shall state the reason(s) for the resignation. Non-compliance with the notice of resignation requirements will terminate or cancel the employee's entitlement to any benefits outlined in this agreement.
- (9) In the event of termination of employment, the EMPLOYEE shall immediately surrender all records, documents, and property of the COMPANY, its clients, customers, and associates in [her/his] custody.
- (10) Following submission of a notice of resignation, the EMPLOYEE shall continue to work during the notice period except as otherwise requested by the COMPANY.
- (11) The EMPLOYEE shall be paid any and all monies due to [him/her] on or before five (5) business days after the date of termination once all company property has been returned.
- (12) The EMPLOYEE understands and acknowledges that [her/his] employment with the COMPANY is on a full-time basis and that the COMPANY expects an appropriate level of job commitment. The EMPLOYEE shall promptly notify the COMPANY of any other employment that she/he undertakes, and failure to do so may result in termination of this Agreement on the grounds of a conflict of interest.
- (13) All information acquired by the EMPLOYEE arising out of or in connection with [his/her] work with the COMPANY, including the terms of [her/his] employment and any information relating to COMPANY clients or customers and associates, is confidential. The EMPLOYEE shall not at any time or in any manner, either directly or indirectly, reproduce, disseminate, divulge, or communicate to any person, corporation, or other entity any information relating to the business of the COMPANY and its clients or customers and associates.

Any breach of this clause shall be a material breach of this agreement amounting to serious misconduct and shall result in immediate termination of employment. This clause shall remain in full force and effect and shall survive the termination of the EMPLOYEE's services with the COMPANY for any reason. Any such termination due to breach shall not entitle the EMPLOYEE to any benefits whatever.

In the event of failure to comply with the foregoing, the EMPLOYEE shall be liable and shall compensate the COMPANY for any damage suffered by the COMPANY.

- (14) The EMPLOYEE vouches for the truth and correctness of all information provided by him to the COMPANY, including all information relating to previous employers and records, and authorizes the COMPANY to conduct a comprehensive background check at any time during the course of the EMPLOYEE's employment with the COMPANY to verify the information provided.

(15) The EMPLOYEE certifies that [she/he] has read and understood this agreement, that it has been thoroughly explained to [her/him] and that [she/he] has freely agreed to enter into it.

(16) As part of conditions of employment, this agreement serves as provisions for non-solicitation and non-compete. By signing this document, I understand and agree to the following:

**NON-SOLICITATION** of ARPEOH Clients

- i) For a period of one (1) year for after termination of Employment with ARPEOH, employee will not solicit or attempt to solicit any business, directly or indirectly or to provide any other party assistance in soliciting any business from ARPEOH's current clients where the employee had any interaction with the client or access to information pertaining to the client.

**NON-SOLICIT** of ARPEOH Employees

- i) During the term of employment and for one (1) year following termination of employment, Employee will not solicit any ARPEOH employees or assist any other parties in soliciting ARPEOH employees for employment.

**NON-COMPETE**

- i) For the period of one (1) year following termination of employment with ARPEOH, the employee will not accept employment with any Company engaged in similar Recruitment services where the employee will provide any services or have any interaction with any current ARPEOH clients.

**CONFIDENTIALITY AND NON-DISCLOSURE OF INFORMATION CONCERNING BUSINESS**

- i) During the term of employment and for one (1) year following termination of employment, Employee will not disclose to any third party any information related to ARPEOH finances, clients, operations, practices, or other information concerning ARPEOH's business unless compelled to do so by a court of law.
- ii) Employment will be treated as "at will". The Company may terminate this relationship at any time for any reason with or without cause. The nature of the treatment of the relationship may not be changed except in writing in a document dealing individually.

**ACCEPTANCE**

- i) This agreement contains the entire agreement between the parties and supersedes all prior agreements, arrangements, and understandings, whether written or oral, with respect to the subject matter hereof and may not be varied except in writing signed by both parties.

Please sign copy of contract, retain one copy for your records:

.....  
Michael Phillips

**Managing Partner**  
**ARPEOH INC.**

I, ....., do hereby declare that I have read and studied the contents of this agreement and that I understand same, and I have had the opportunity to seek legal advice on this agreement.

I am pleased to accept the employment offer for the position under the terms set out above.

.....  
Signed

.....  
Date

**Witnesses**

This agreement was signed in the presence of:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_