

SERVICE AGREEMENT

THIS AGREEMENT is made the _____ day of _____ Two Thousand and Three **BETWEEN** whose registered office is situate at Nairobi Kenya (hereinafter called "the Company") of the one part and (hereinafter called "the _____") of the other part.

NOW IT IS HEREBY AGREED as follows:-

Appointment

The _____ shall be and is hereby appointed _____ (which shall be deemed to be his job title) of the business carried on by the Company at its premises situate at Nairobi for an indefinite period from the First day of _____ One Thousand Nine Hundred and _____ (now past) and thereafter unless and until this Agreement shall be terminated by either party serving on the other Three (3) calendar months prior notice in writing, such notice to expire at any time during the said period.

Duties

During the continuance of his engagement hereunder the _____ shall:-
use his best endeavour to promote the interest of the Company and shall during normal business hours devote the whole of his time, attention and abilities to the business and affairs of the Company;
perform such duties and exercise such powers, authorities and discretions as the board of directors of the company (the Board) shall from time to time delegate to him on such conditions and subject to such restrictions as the Board may from time to time impose;
In the discharge of such duties and in the exercise of such powers observe and comply with all resolutions regulations and directions from time to time made or given by the Board.

Other Activities

The _____ shall not (unless otherwise agreed in writing by the Company and subject as provided below) undertake any other business or profession or be or become an employee or agent of any other company, firm or individual.

Place of Performance

The _____ duties hereunder shall be performed at Nairobi or at such other place as the Board shall from time to time direct.

Remuneration

As remuneration for his services hereunder the _____ shall be entitled to a monthly salary of _____ Kenya Shillings equivalent thereof at the time of payment commencing from 1st _____ (now past) payable in arrear. Such salary shall be liable to all deductions including income tax required by law.

Expenses

The Company shall pay to the _____ all reasonable travelling entertainment

and other expenses actually incurred by him in the performance of his duties under this Agreement. The _____ shall, on being so required, provide the Company with vouchers or other evidence of actual payment of such expenses.

Car

To assist the _____ in performing his duties hereunder the Company shall procure that the _____ is provided with the use of a motor vehicle suitable for the satisfactory discharge of this duties hereunder and shall as occasion demands procure that the same is repaired or replaced so that the _____ shall at all times during the continuance of his appointment hereunder be in possession of a motor vehicle suitable for discharging his duties hereunder and further the Company shall procure that the _____ is repaid all costs expenses and other outgoings incurred by him in respect of the said motor vehicle in connection with the business of the Company. The _____ agrees:-

to take good care of the car and procure that the provisions and conditions of any policy of insurance relating thereto are observed;
not to permit such car to be taken out of Kenya without the written consent of the Board;
to return the car to the Company's registered office immediately upon the determination of his employment hereunder.

House

The Company shall in addition during the said term provide for the _____ a suitable house free of rents rates and all other outgoings.
The _____ will at all times keep the said house in a clean tenantable and serviceable conditions to the satisfaction of the Company fair wear and tear only excepted any damage to the property to be made good by the _____.
PROVIDED ALWAYS that the _____'s occupation of the said house for the purpose of this Agreement shall not constitute a tenancy thereof and he shall give up to the Company vacant possession thereof upon the determination of his employment with the Company for whatsoever reason.

Electricity Water and Telephone

The Company shall in addition during the said term pay for electricity and water used in the _____ dwelling house for the time being and for the rental of the telephone in such house and for the cost of all business calls and all reasonable private calls made therefrom and shall provide at its own expense reasonable security for the said house.

Medical

The Company shall during the term of employment of the _____ take out maintain and pay all premiums necessary for adequate medical cover for the _____ and his wife as may be considered reasonable by the Board;
In addition the Company shall take out and maintain an accident insurance policy on _____ the _____ as may be considered reasonable by the Board.

Hours of Work/Leave

The _____ shall perform such hours of work as may from time to time be reasonable required of him for the performance of his duties as _____ and shall not be entitled to receive any additional remuneration for work outside his normal hours;

The _____ shall be entitled during every calendar year to such annual leave as the Board and the _____ shall from time to time agree based on a six (6) day working week in addition to statutory holidays, during which his remuneration hereunder shall continue to be payable. Leave shall be taken at such times as the Board shall consider most convenient having regard to the requirements of the Company's business.

Any leave not taken when due may not either be carried over to any subsequent calendar year or be compensated for by the Company paying cash in lieu of leave not taken unless in either case the Board specifically agrees otherwise in writing.

Airfares

The Company shall during each year of the term of employment of the _____ provide him and his wife with _____ (_____) class return air fares between Nairobi and _____ provided that if the _____ shall not be returning to the service of the Company then such air fares shall be one-way only from Nairobi to _____. Furthermore the _____ shall not be entitled to receive cash in lieu of any air-fares not used by him or his wife.

Sickness/Injury

In case the _____ shall at any time be prevented by illness or other incapacity from properly performing his duties hereunder (and shall if required furnish the Board with evidence satisfactory to them of such incapacity) he shall be entitled to receive his full salary for _____

_____ days during which such incapacity shall continue;

Any salary received by the _____ pursuant to the foregoing paragraph (a) shall be inclusive of any payment which the Company is required to make in respect of hospital insurance (if any). The _____ shall keep the Company informed of the amount of any private insurance sickness or injury benefits to which he is entitled (whether or not these are received) and which are not covered by hospital insurance and a deduction of the amount of such benefit will be made by the Company from any salary payable under the foregoing paragraph (a);

If the _____ shall continue so incapacitated for a longer period than _____ consecutive days or if he shall be so incapacitated at different times for more than _____ working days in any one period of Fifty-two (52) consecutive weeks then and in either of such cases the Company shall be entitled forthwith to terminate the engagement of the _____ by notice in writing and thereupon the _____ shall have no claim against the Company in respect of such termination. The length of the said notice to be given to the hereunder shall be three months.

Grievances/Disciplinary Decisions

Should the _____ have any question or grievance or be dissatisfied with any disciplinary decision concerning his employment hereunder, he should refer it to the Board whose decision shall be final and binding.

Confidentiality

The _____ shall not, without the written consent of the Board, either during or after the

termination of his employment hereunder, use (other than for the purpose of the Company) or divulge any of the secrets of the Company or any information as to the business or affairs of the Company or any body of persons with whom the Company has or has had dealings which was obtained by reason of his employment hereunder;

The _____ shall not during the continuance of this Agreement make, otherwise than for the benefit of the Company, any notes or memoranda relating to any matter within the scope of the business of the Company or concerning any of its dealings or affairs, nor shall the _____, during the continuance of this Agreement or afterwards, use or permit to be used any such notes or memoranda otherwise than for the benefit of the Company, it being the intention of the parties hereto that all such notes or memoranda made by the _____ shall be the property of the Company and shall be left at its registered office upon the termination of the _____'s employment hereunder.

Publicity

The _____ shall not at any time make any untrue statement in relation to the company and in particular shall not after the determination of this employment hereunder wrongfully represent himself as being employed by or connected with the Company.

Default

If the _____ shall be guilty of any serious misconduct or any serious or (after due warning) persistent breach or non-observance of any of the conditions of this Agreement or shall neglect fail or refuse to carry out the duties properly assigned to him hereunder or shall refuse or neglect to comply with any lawful orders or directions given to him by the Board or any person on behalf of the Board, the Company shall be entitled summarily to terminate his employment hereunder without notice and the _____ shall have no claim against the Company in respect of such termination notwithstanding anything contained elsewhere in this Agreement **PROVIDED ALWAYS** that if any such act of misconduct or such breach or non-observance is capable of being remedied, the _____ shall first be offered a reasonable opportunity to remedy the same prior to termination as aforesaid and, if and when so remedied, the employment of the _____ hereunder shall continue without interruption).

Continuing Term

The expiration or determination of this Agreement howsoever arising shall not operate to affect such of the provisions hereof as in accordance with their terms are expressed to operate or have effect thereafter and shall be without prejudice to any right of action already accrued to either party in respect of any breach of this Agreement by the other party.

Governing Law

This Agreement shall be governed by the laws of Kenya.

Notices

Any notice to be given hereunder shall be in writing and be sufficiently served, in the case of the _____ by being delivered either personally to him or sent by post addressed to him at his usual or last known address or, in the case of the Company, by being delivered at or sent by post addressed to its Registered Office and any such notice if so posted shall be deemed served twenty-four hours after it was posted and in proving such service it shall be sufficient to prove that the notice was properly addressed and dispatched.

AS WITNESS whereof the parties hereto have signed this Agreement the day and year first above written.

SIGNED by)

In the presence of:-)

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SIGNED by)

(a director) for and on behalf of the Company)

in the presence of:-)

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