

AGREEMENT

AN AGREEMENT MADE the _____ day of _____, 2001 BETWEEN JOE BLOGGS trading in the name of Joe Bloggs & Company Advocates, 8th Floor, Hazina Towers, Monrovia Street, P. O. Box 7890, NAIROBI (hereinafter called the Firm) of one part and DESPERATE DAN Advocate of P. O. Box 12345, NAIROBI (hereinafter called the Associate) of the other part.

WHEREBY IT IS AGREED AS FOLLOWS:-

The Firm agrees to employ the Associate who agrees to serve the Firm as Associate subject to any alteration being made to this agreement by mutual agreement at the discretion of the firm.

The Associate shall attend punctually at the office of the Firm aforesaid or such other place or places as his duties may require and shall devote his whole time and attention to and diligently and to the best of his skill perform his duties as such Associate between the hours of 8.00 a.m. and 5.00p.m. Monday to Friday reasonable intervals being allowed for meals on every weekday and shall not be absent at any time during the said hours from the said office without the consent of the Firm and on Saturdays from 9.00 a.m. to 1.00p.m. Attendance at the said office shall not be required on Sundays and on public holidays.

If and whenever it may be necessary for the proper discharge of his duties, the Associate shall attend at the said office or elsewhere as may be required at such hour or for such longer period as may be necessary.

The Associate will be on probation for an initial period of three months within which time his day-to-day performance will be reviewed and if satisfactory the employment will be confirmed in writing.

The Associate shall be entitled to 30 working days leave with full salary in each year at such time or times as the Firm for the time being may arrange with him.

The Associate shall subject to such directions as he may from time to time receive from the said Firm have general superintendance and management of the business of the Firm and shall have the general direction and control of other Associates employed in the business and shall use his best endeavours and take all proper precautions to prevent the loss, damage or waste of any deeds, writings, paper books, monies or other property of the Firm to its clients.

The Associate shall not at any time during the continuance of this Agreement act as Advocate or agent in any matter or business for any person, firm or company except as such Associate as aforesaid.

The Associate shall not at any time whether during his employment or at any time thereafter except so far as is necessary and proper in the ordinary course of his employment make public disclosure to any person any information as to the practise, dealings or affairs of the Firm or any of its clients which may come to his knowledge in the course of his employment as such Associate.

The Firm shall pay to the Associate as remuneration for his service during the continuance of his employment under this agreement as a consolidated salary at the rate of Kf 15,000 per annum payable by equal monthly instalments in arrears on the last day of each month, the first such payment to be made on or before 31st day of January, 2001. The Associate shall further be entitled to a commission at the rate of 5% on any running down matter that the Associate shall have successfully concluded.

Either party may determine this agreement at any time by giving one month's salary in lieu of notice.

If the Associate shall commit any breach of agreement; shall neglect his duties herein or any of them or shall become bankrupt or make arrangement with his creditors the Firm forthwith and without notice determine this agreement upon payment to the Associate of the salary accrued since the last day for payment thereof together with any other dues payable to the Associate and there upon the said employment shall determine.

The Associate shall keep true and proper accounts and records of all money matters and transactions passing through his hands or undertaken or handled by him in the course of his employment and shall whenever so required by the Firm produce such accounts and records and render all explanations thereof which may be required of him.

During any periods of absence due to incapability through illness or other cause the Associate shall be entitled to his full salary for the first 4 weeks of such absence and thereafter shall receive only half salary while so absent from his duties for one month.

The Associate shall be entitled to reasonable travelling allowances in the course of his employment.

IN WITNESS WHEREOF the parties hereunto append their hands on this day of 2001.

SIGNED by **JOE BLOGGS**)

For JOE BLOGGS & COMPANY
ADVOCATES

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In the presence of: -

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SIGNED by DESPERATE DAN

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