

Name: Mebin Mullamkuzhy Varkey

Date: 19th February 2024

OFFER OF EMPLOYMENT

We are pleased to inform you that you have been selected for the Position of Relationship Officer.

You will be under the visa of AYADI Human Capital Solutions (Ayadi) LLC (herein referred to as the Company) and you will be working for JBP Commercial Brokers LLC (herein referred to as the Client). You will be based in the United Arab Emirates.

The Company will be responsible to provide you with and Employment Visa and Payroll Services. Your day-to-day responsibility will be assigned and supervised by the Client directly. You will be required to follow all rules and regulations of the Client.

The contents of this offer are confidential and should not be disclosed to third parties. The key terms of our offer are set out below and must be read in conjunction with the Contract of Employment in the Annexure hereto.

Your commencement date is to be confirmed as per E-Visa date. The exact date will be decided upon mutual confirmation via email and intimated to you.

Key Terms of the Offer

Location	Dubai
Basic Salary	AED 700 per month
Housing Allowance	AED 525 per month
Transport Allowance	AED 350 per month
Other Allowance	AED 175 per month
Gross Salary	AED 1,750 per month

Relocation Assistance will not be applicable at the beginning or at the end of the employment.

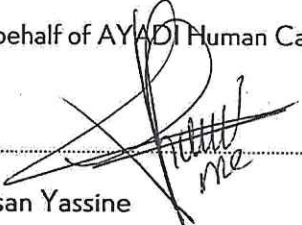
To confirm your acceptance, please sign this Offer of Employment and all pages of the Contract of Employment in the Annexure and return it to the Company with a copy of your current passport (phot page) within two (2) days of your receipt of the same.

Please note that if we do not receive a signed copy of the Offer of Employment and the Contract of Employment within two (2) days from the date of offer and/or if you fail to join the Company on the mutually agreed date of joining this offer will sand withdrawn at the discretion of the Company.

Upon acceptance of the offer, you are expected to be diligent with fulfilling all necessary procedures and promptly (not later than 48 hours) responding to our email and/or phone calls. If we do not receive an acknowledgment within 48 hours of our communication being sent to you, we may assume at our discretion that you are no longer interested in the offer and withdraw the opportunity of employment with the Company. The salary will be calculated on the basis of approved timesheets received by the Client. The details of your remuneration and benefits are to be kept confidential. Furthermore, this Offer of Employment is conditional upon you receiving the necessary permits to work and reside in the UAE, more particularly provided in Clause 9 of the Contract of Employment.

We would like to take this opportunity to welcome you to our Company and hope that you find your tenure with the Company both enjoyable and rewarding.

On behalf of AYADI Human Capital Solutions (Ayadi) LLC


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Hassan Yassine

HR MANAGER

Date: 20/2/2024

I, MEBIN M.V..... have read, understood, and hereby accept the terms and conditions in this Offer of Employment and the Annexure thereto.

Signed Dated

* Employee may be transferred to any location within the UAE or outside by the Company based on the business requirements.

Employee Name and Signature.....




ANNEXURE: CONTRACT OF EMPLOYMENT

1. COMMENCEMENT AND TERMS OF EMPLOYMENT

1.1. Your employment shall commence on the date as may be mutually agreed between the Client and you ("Start Date").

1.2. Your employment shall continue until termination in accordance with Clause 14 (Termination).

1.3. On the date of joining the JBP Commercial Brokers LLC you will be provided with an overview of the responsibilities.

1.4. You shall be governed by the rules, regulations and the policies that are in practice in the Client as amended from time to time.

1.5. You understand (a) agree and consent to the Client accessing any credit bureau's database including but not limited to Al Etihad Credit Bureau (the "Credit Bureau") to carry out credit checks and to obtain information relating to you including but not limited to personal information, financial data, and credit information ("Information"). (b) agree and consent to credit bureau(s) including but not limited to the Credit Bureau disclosing any and all Information to the Company on an on-going basis. (c) and agree that the Information is released without any liability or responsibility on the part of the Company and (d) that the Information provided by the Company to any credit bureau will be made available by that Credit Bureau to its members.

1.6. You are expected to keep abreast with the Client's policies and procedures as amended from time to time, as available on the intranet and upon request.

1.7. You understand that if any information provided during the recruitment process or upon joining the Client is found to be incorrect or incomplete or if you are found to be non-compliant to any of the Company's policies and procedures, the Company may take necessary disciplinary actions including but not limited termination of the employment contract.

2. PROBATIONARY PERIOD

2.1. You shall serve a probation period of six (6) months from the Start Date ("Probationary Period"). In the event of termination of employment during this Probationary Period, you will not be entitled to any end of service benefits.

2.2. Your employment is conditional upon satisfactory references being received. In the absence of such references, the Company may at its discretion terminate the employment without notice within the Probationary Period.

3. EMPLOYEE'S DUTIES

3.1. You shall during the continuance of this Contract of Employment serve the Client to the best of your ability.

3.2. You shall faithfully and diligently perform your duties and exercise such powers consistent with the duties as the Client may from time to time assign or confer upon you.

3.3. If the Client so directs, you shall cease performing or exercising any part or all of those duties and powers.

3.4. You shall perform your duties jointly with any other person as directed by the Client.

3.5. You will do all in your power to protect, promote, develop and extend the business interests and reputation of the Client and the Company.

3.6. You will carry and display the identify card including your Emirates ID card at all times while you are in the Client's premises.

3.7. You will work for the Client at the Client's premises or such other place as the Client may require.

Employee Name and Signature MEBIA M.V

[Handwritten Signature]

4. **BASIC SALARY AND BONUS**

4.1. You will be paid a Basic Salary (as detailed in the Offer of Employment) by the Company, towards each month of employment ('Basic Salary'). The Basic Salary shall be paid in equal monthly instalments in arrears or around the [30th] day of each calendar month. The Company may change this date to any other date in the calendar month at its sole discretion.

4.2. The Client may review your Basic Salary with effect from 1st April of every financial year (or a date so determined by the Company). Any change in the Basic Salary shall be at the Client's absolute discretion.

4.3. For the avoidance of doubt, you agree that any award or any incentive paid to you is at the absolute discretion of the Client and shall not form a part of your Basic Salary. You further agree that you shall not be entitled to receive the annual discretionary award or any accrued incentive payment if, on the actual date on which the payment is due to be made as per company policy and/or the incentive plan policy, you are not employed by the Client, or you have given notice of your intention to leave the services of the Client. The client may however, at its sole discretion, pay variable incentives in any month at values higher than the 'Minimum Variable incentive amount' detailed in Schedule A.

4.4. You shall not directly or indirectly procure, accept or obtain for your own benefit (or for the benefit of any other person) any payment, rebate, discount, commission, vouchers, gift, entertainment or any other benefit ('Gratuities') from any third party in respect of any business transacted or proposed to be transacted (whether or not by you) by or on behalf of the Client and shall immediately disclose and account to the Client for any Gratuities received by you (or by any other person on your behalf or instruction).

5. **OTHER ALLOWANCES**

5.1. The Company shall/may provide you with a **Housing Allowance, if any** (as detailed in the Offer of Employment), during the continuance of the employment to cover accommodation costs, utilities, furniture etc. The Housing Allowance shall be reviewed by the Client periodically at its discretion. Such Housing Allowance shall be paid in equal monthly instalments by the Company with your Basic Salary. The Company may extend to you upon your request and at its sole discretion subject to approval from your functional head and the HR authorized signatories, an advance of up to twelve (12) months of Housing Allowance, if any. Should you leave the employment of the Client prior to repaying the Housing Allowance you will be liable to repay the remaining amount of Housing Allowance.

5.2. In the event that the Company provides you with accommodation for any part of your employment, then you shall not be entitled to Housing Allowance for the period in which accommodation is provided.

5.3. The Client shall/may provide you with **Transportation Allowance** (as set out in the Offer of Employment), payable on an equal monthly instalment with your Basic Salary during the continuance of the employment. The Transportation Allowance shall be reviewed by the Company periodically at its sole discretion.

6. **INSURANCE**

6.1. The Company shall/may, at no cost to you during the continuance of your employment provide you with a basic Medical insurance cover pursuant to the Company policy.

6.2. The provision of cover under the Company's insurance scheme provided for in Clause 6.1 above shall be subject to your compliance with and satisfaction of the requirements of the insurer. The Company shall at its absolute discretion be entitled to cease to provide or change the provider of the insurances referred to in Clause 6.1 if in the reasonable opinion of the Company it is unable to secure such insurance under the rules of any applicable scheme or otherwise at reasonable rates.

7. **EMPLOYEE TRAINING**

7.1. The Client believes that it may be necessary to train and develop employees in order that they may perform duties to the required standard, taking into account changes in products and technology. In this respect, Client may request you to attend and complete such training courses it feels appropriate.

Employee Name and Signature MEBINA M.V



7.2. By signing the acceptance to this letter, you expressly consent to this upfront employment requirement by the Client and therefore you confirm that you too have requested the Client to provide for such training. The Client has hence agreed to provide your ongoing training through necessary and specialized Managerial training programs, on-the-job learning, mentorship and coaching, and also by handing out product and behavioral training materials, and also through internal conferences, meetings, seminars, workshops, trainings, educational courses, refresher sessions, one-on-one coaching, role-playing, or similar instructional class (collectively, "Training") on various product-related training as well as skills and attitudinal training to help you perform better on work related responsibilities and for you to acquire skills and enhance your professional skills or knowledge making you more effective to carry out your responsibilities and more marketable for future career growth.

7.3. The Company reserves the right to recover an initial Training Cost of 5,000/- (UAE Dirhams Five Thousand Only) should you leave the organization before completing (12) Twelve Months from your date of joining.

7.4. You also expressly agree and consent to reimburse this Training Cost to the Company by an upfront amount of AED 5,000/- (UAE Dirhams Five Thousand Only) should you leave the organization before completing (12) Twelve Months from your date of joining.

7.5. You expressly authorize the Company to deduct the reimbursement amount owed under the above-mentioned terms of the Agreement from any compensation owed by the Client and Company to you at the time of or following the sudden termination of employment, prior to this amount having been fully paid by the employee. In such an event, you also expressly undertake to arrange to promptly pay to the company the full balance of any amount yet owed by you against the above Training cost reimbursement in the event that it is not possible for it to be fully deducted you're your compensation. You further agree that you shall remain personally liable until the entire amount owed is paid in full.

7.6. You further undertake and agree to sign such further documents, if any, requested by the Company as security and collateral to the Client and Company and to confirm the precise sum of the amount owed by the Employee to the Company following notice by the Employee to the Client and Company, and/or in the event of the early termination of the Employee's services by the company with or without cause, as per clause 14 of this agreement.

8. HOLIDAYS

8.1. Upon successful completion of Probation Period, you shall (in addition to the national holidays announced in the United Arab Emirates for the private sector) be entitled to thirty (30) calendar days paid holiday (accruing pro rata at the rate of 2.5 days per month) in each calendar year of the Company which runs from 1 January to 31 December to be taken at such times as shall have been approved by the Client.

8.2. You shall not be eligible for any holiday till the successful completion of the Probation Period.

8.3. You may elect to take a holiday by giving one month's written notice to the Client and Company and after securing a written approval in advance from your direct supervisor.

8.4. The Company may request you to take a holiday on specified days by giving you written notice to. During the first year of employment, the amount of vacation leave you may take at any time is limited to the amount deemed to have accrued at that time less the amount of vacation leaves already taken during that year.

8.5. You shall take your holiday entitlement in the year in which it has accrued, else it will lapse and will not be eligible to be carried over to the following year.

8.6. The Company shall allow you to take your holiday in periods of one or more weeks.

8.7. The Client may require you to work on any national holiday but in such event, you shall be entitled to take paid time off in lieu of the work put in during a national holiday.

Employee Name and Signature *M. E. B. M. V.*

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8.8. Upon termination of the employment, the Client and Company shall pay you an amount in lieu of vacation days accrued but not taken. Upon termination of employment, if you have exceeded your accrued entitlement of holidays then the Client and Company is entitled to make an appropriate deduction from your final payroll payments.

9. RESIDENCE VISA AND HEALTH CARD

9.1. This Contract of Employment is subject to the following conditions, failing any of which it will stand immediately invalid:

9.1.1 You obtaining a residence visa; and

9.1.2 You obtaining a governmental health card; and

9.1.3. The Company obtaining your satisfactory security and medical clearance and references and confirmation of qualifications.

9.1.4. You shall provide the Company with all the information and documentation and do such things as may be required to obtain the documents.

9.1.5. The employee hereby acknowledges and accept that shall bear the cost of Emirates ID upon received of the same.

9.1.6. The Company shall not be held responsible for any delay or rejection of the residence application by the Authorities. The Company shall owe no monetary obligation towards you in the event of delay or rejection of the visa application, or if any of the conditions in Clause 8.1 above are not satisfied.

9.1.7. This Contract of Employment is subject to the provision of a medical certificate from an authorized medical practitioner confirming that you do not suffer from any medical condition that may interfere with your ability to perform duties and tasks assigned to you as a part of the employment. The medical practitioner should be authorized to practice medicine in the UAE.

9.1.8. You will be on probation for a period of six (6) months from the date of joining. Any leaves taken during the probation period shall be unpaid leaves.

9.2. The Employee is required to start prospecting business only after the entry permit / Work Permit is issued.

10. COMPANY'S PROPERTY

10.1. Any documents, copies of documents, software, books and any other working papers of any kind, in hard copy or on other media, that you may receive or use while performing your duties hereunder shall remain the property of the Client, and shall be returned to the Company at the Client's request and, in any event, shall be delivered to the Client on the termination of this Contract of Employment. You shall not make copies of any such materials for personal use or advantage.

11. CONFIDENTIALITY

11.1. The terms of this Contract of Employment are strictly confidential and should not be disclosed to any other person in the Company or any third party. For any clarification on personnel matters, you should contact your HR Advisor and no other person in the Company.

11.2. In the event of your resignation, you will not undertake to seek employment in the field of a competitor in the United Arab Emirates for two years according to Article 127 of the law from the date of resignation without prior approval from Company for a period of One (1) year.

12. NON-COMPETITION; NON-SOLICITATION

12.1. Except with the express prior written consent of the Client and as set out in this Clause below, you shall not during the term of this Contract of Employment, and for a period of twenty four (24) months after the expiration or termination of this Contract of Employment for any reason, on your own account or jointly with or as agent for any other person or company, directly or indirectly, whether as owner, partner, shareholder, director, employee, consultant, distributor, commercial agent or other agent, representative, sponsor or otherwise:

Employee Name and Signature MEDINA M.V

12.1.1. carry on or be engaged, concerned or interested in the carrying on, within the UAE of any business or employment which shall compete with the business of the Client or any of its affiliates.

12.1.2. canvass, solicit or approach any person or company who at the date of the expiration or termination of your employment or within twelve (12) months prior to that date is or was a client, customer or supplier of the Company; or

12.1.3. Hire, offer to hire, solicit, entice or in any other manner persuade or attempt to persuade away from the Company or any of its affiliates any director, employee, consultant, distributor, commercial agent or other agent, representative or sponsor of any others.

13. GENERAL DISCIPLINE

13.1. You shall comply with the directions of the Client and all rules and codes of conduct or statements of principles in force and as amended from time to time and/or required by any regulatory body in relation to the business of the Client or your status; and at all times keep the Company properly and fully informed of your conduct in connection with the business affairs of the Company and provide all such information, explanations and assistance as it may require.

13.2 The success of the Company depends on its meeting its objectives and the needs of its clients, customers and employees. This requires maintenance of a good working relationship between all parties.

13.3 You will report to a designated person as specified by the Client. For any queries in regards to your employment, the same shall be communicated and clarified directly with the client.

13.4 During the period of your employment, you shall be punctual in your attendance, diligently and faithfully perform and carry out your duties and functions and shall devote your whole time and attention to your duties and functions during hours of work and shall not engage yourself in any other part time or other employment.

13.5 You acknowledge that all intellectual property rights which come into existence during and in the course of your Contract of Employment are and will be owned by the Client of Company as the case may be. You confirm that you shall take such steps and execute all such documents as Company may reasonably require to fully vest in the Client or Company any and all residual to such intellectual property rights.

13.6 You acknowledge that you will not contact any of the Client's customers and service without the Client's permission during the course of your Contract of Employment. The latter prohibition concerning contacting Client's customers shall remain intact after the end of your service at the Client as well unless otherwise authorized in writing by Company.

13.7 You shall at all times during your employment with us act with propriety and proper decorum and shall not do or cause to be done any act, deed or thing which may bring into disrepute the image of the Company and/ or the Client. In such an event Company reserves the right to terminate your services forthwith.

14. TERMINATION

14.1. The Company or you may terminate this Contract of Employment by giving notice in writing to the other of not less than one (1) months.

14.2. The Company may terminate your employment immediately without notice on the grounds provided under Article 120 of Federal Law 8 of 1980 (the 'Labour Law').

14.3. If by reason of misconduct, misbehavior or lack of integrity you do not perform your basic duties under this Contract of Employment and persist in violating them despite being the subject of a written investigation for this reason and having been warned that you will be dismissed if such behavior continues, you may be liable to immediate dismissal without notice.

Employee Name and Signature MEBIN M.V



14.4 You may terminate your services with the Company by giving Thirty (30) days' notice period applicable during the probation period. In case you terminate with employment without given notice; Company may in certain cases at its own discretion accept equivalent salary in lieu of notice period.

14.5 In the event that your contract with the Client finishes and Company is unable to find another suitable position, Company reserves the right to cancel your labour permit at any time.

14.6 Any and all products or other property or material of the Client and/ or of Company and/ or of their customers, which may be or come into your possession or control, shall be your responsibility, and you shall be liable for any damage thereto.

14.7 At any given time upon the request of Company or Client, you shall hand over to Company or to the Client or procure the handover to Company and /or to the Client by each, all effects or belongings which belong to Company and/ or to the Client.

15. SICK LEAVE

15.1. You may request sick leave provided that you or someone on your behalf:

15.1.1. notifies the Company, at the start of the period of absence and at least once every seven (7) days during the period of absence, that you are unable to fulfil your duties reasonably expected in your position because of your sickness; and

15.1.2. provide the Company with a medical certificate from a licensed physician or other qualified healthcare specialist within three (3) days of the first day of your sick leave, stating that you cannot fulfil the duties reasonably expected in your position.

15.2. Subject to clause 14.4 hereof, you are entitled to sick pay at your normal weekly rate during any period of absence from work due to sickness, injury or any other incapacity, save that you will not be entitled to any sick leave during the Probation Period.

15.3. Subject to clause 14.4 hereof, you shall continue to be paid your Basic Salary (inclusive of any sick pay to which you may be entitled under clause 14.2) and to receive the other benefits provided under this Contract of Employment during any period of absence from work due to sickness, injury or any other incapacity.

15.4. You are entitled to a maximum annual sick leave of ninety (90) days. During the first fifteen (15) days of sick leave you will be entitled to full pay, for the next thirty (30) days half pay and for subsequent periods you will not be entitled to pay. After a period of ninety (90) days of sick leave, the Company may at its discretion terminate your services under the Contract of Employment.

15.5. You are not entitled to carry forward any unutilized sick leave entitlement to the next calendar year.

16. END OF SERVICE BENEFITS (EOSB) FOR NON-UAE NATIONALS /PENSION BENEFITS FOR UAE NATIONALS

Your end of service benefits will be paid as per UAE labor law and the company's policy.

17. FINAL PROVISIONS

17.1. This Offer of Employment read with this Contract of Employment contains the full agreement between the Client and you regarding the provisions and conditions of the employment relationship. It replaces all previous agreements or contractual claims. No verbal collateral agreements have been concluded.

17.2. If a provision of this Offer of Employment read with this Contract of Employment is or becomes invalid in whole or in part, this does not affect the validity of the remainder of the Offer of Employment read with this Contract of Employment.

Employee Name and Signature M. EBIN M.V.



17.3. Changes or additions to this Offer of Employment read with this Contract of Employment must be in writing in order to be legally valid.

17.4. The validity of this Offer of Employment read with this Contract of Employment is further subject to your obtaining sponsorship pursuant to the Employment Regulations of this Contract of Employment.

17.5. The Company and you declare that a copy of the Offer of Employment read with this Contract of Employment has been received and signed by them.

17.6. This Offer of Employment read with this Contract of Employment shall be governed by and be construed according to the laws prevailing in the UAE and the courts in Abu Dhabi/Dubai as the case maybe shall have non-exclusive jurisdiction to hear and determine all disputes arising under this Offer of Employment read with this Contract of Employment.

18. ACKNOWLEDGMENT AND DECLARATION

By signing a copy of this offer letter, you make the declaration given below agreeing, acknowledging, confirming as follows:

- (i) I have no criminal records in the country of my origin or in the UAE.
- (ii) I am liable to inform the Company of my changes in Social Status.
- (iii) I will keep the Company and Company's Client's information confidential at all times including the term and conditions of this offer letter.
- (iv) I agree to abide by all the terms and conditions specified in this offer letter and acknowledge that these conditions are in addition to those originally specified in the UAE Labour contract.
- (v) I will be responsible for breach of any of these conditions.
- (vi) This offer of employment may be revoked at Company's discretion at any time.
- (vii) I am legally entitled to work, without any legal restriction imposed on me by a current or former employer.

I agree to the terms and conditions stated on this page and on the cover sheet.

Name: MEBIN M.V

Signature: 

Date: 15-03-2024

