Date: Day/Mon/Year

This Employment Agreement is entered into by and between Dubai Carbon Centre of Excellence PJSC ("DCCE") and the candidate specified below (the "Employee") on the following terms and conditions:

- Name XX
- Nationality XXX
- Job Title XXX
- Notice Period XXX

XX	
Х	
AED	/- per month
AED	/- per month
AED	/- per month
	X AED AED

• <u>Duration of Employment</u>

The duration of employment shall be for an indefinite period commencing on the date of joining, the XXX or terminated in accordance with article 20 below.

- Commencement of Employment
 - The first day of reporting to duty shall be considered as the start date of employment.
- Probationary Period

In accordance with U.A.E. Labour Law, this Employment Agreement shall be subject to probationary period up to six (6) months, with any lesser period being at the full and complete discretion of DCCE.

Place of Work

The Employee shall be based in Dubai and may be required, at the Company's discretion, to work anywhere in the MENA region.

<u>Annual / Vacation Leave</u>

The Employee is entitled to XX working days of leave per year, in accordance with DCCE's Human Resources Policy & U.A.E Labor Law.

Home of Record

The Employee's home of record as used for the purpose of repatriation shall be the city or town with a commercial airport which is nearest to the Employee's place of permanent residence in the Employee's home country specified at the time of joining and as verified from the official Passport of the Employee. The Employee's home of record shall be: XXX.

Medical Insurance

Medical insurance will be provided to the Employee in accordance with DCCE Human Resources policy and the applicable provisions of the UAE Labor Law.

- Children Education Allowance
- Children education allowance will be provided to the Employee in accordance with the eligibility requirements outlined in the DCCE Human Resources policy. If in case, the employee resigns from DCCE within one (1) year of commencement of Employment, the employee will reimburse DCCE for the amount of the education allowance received, on pro rata the amount or deduct the same in the dues owe to him.
- <u>End-of-Service Benefit</u> End of service benefit is paid in recognition of the Employee's service, based upon the provisions of Article 132 of the U.A.E. Labor Law. The amount of the benefit is calculated on last basic salary for the full period of service up to and including the last day of service, as follows:
- For each of the first 5 years of continuous service: 21 days
 - For any subsequent year of continuous service: 30 days
- Professional Standards

DCCE has a strict policy on professional standards. The Employee shall adhere by all of the policies, procedures, rules and regulations set forth by DCCE. These policies, procedures, rules and regulations include, but are not limited to, those set forth within the HR policy, any summary benefit plan descriptions, the code of conduct or

any other personnel practices or policies of the Company. Any breach of the foregoing will be cause for disciplinary action, which could lead to official warnings or dismissal. To the extent that DCCE's policies, procedures, rules and regulations conflict with the terms of this Agreement, the specific terms of this Agreement will control.

The Employee acknowledges and accepts that the following documents are expressly incorporated into, and form part of this Agreement, and the Employee agrees to be bound by the same (in accordance with clause 19 below):

- The DCCE HR Policy; and
- The UAE Labor Law, as amended from time to time.
- Competing Business and non-solicitation

During the period of employment under this Agreement, and for a period of 12 months after the expiry or termination of this Agreement, the Employee shall not be employed by, consult to, or otherwise engage in or be interested in any business or project in competition with DCCE and the business activities of DCCE, or with any of its affiliates.

- <u>Confidentiality</u>
- The Employee shall diligently guarantee to protect during his/her employment as well as after leaving DCCE, any confidential information against loss by inadvertent or unauthorized disclosure and shall comply with any regulation established by DCCE for the purpose of protecting such information.
- All records, notes, files, data, memoranda, reports, business plans, financial statements, manuals, contracts, agreements, drawings, plans, documents, equipment and like items and all copies thereof relating to DCCE will be treated as confidential information. Confidential information which shall be disclosed to or which shall come into the Employee's possession shall be and shall remain to be the sole and exclusive property of DCCE.
- The terms and conditions of the Employee's offer letter and employment agreement are confidential, and the Employee agrees to observe the confidentiality of the same.
- In the event of the Employee's departure from DCCE, the Employee must promptly deliver to DCCE the originals and all copies of any of the foregoing that were in his/her possession, custody or control, and any other property belonging to DCCE.
- This provision shall survive the discontinuation of the employment relationship.
- Compliance with Law and Government Regulations

This Employment Agreement is subject to DCCE and the Employee obtaining and retaining any necessary permits and licenses as required by the appropriate Government Authorities, and the Employee's successful medical examination by the Government and DCCE approved medical authorities, if required, as well as the Employee's continued observance of all applicable laws. Should any of these conditions not to be fulfilled, this contract will become null and void without notice.

Intellectual Property

All intellectual property rights of work carried out by the Employee, in any method or form, including suggestions, ideas, innovations, researches, papers, presentations, guidelines or techniques which may be discovered invented, improved or developed by the Employee during his/her employment with the DCCE, whether during regular office hours or otherwise and howsoever discovered, invented, improved or developed relating in any way to the business activities (or incidental to the use of DCCE's time and or property) will be the sole property of DCCE. The Employee shall keep all of his/her work, as defined above, on DCCE's equipment and shall not make copies of the same on any personal equipment unless prior authorization from the management has been obtained.

• <u>Termination</u>

During the Probationary Period, this Agreement may be terminated in accordance with the applicable provisions of the UAE Labor Law.

In the event of a material breach of the terms of this Agreement or misconduct by the Employee in accordance with the HR Policy and the UAE Law, DCCE may terminate this Agreement by written notice to the Employee with immediate effect.

Otherwise, this Agreement may be terminated by either Party by giving written notice of not less than [notice period] at any time after the completion of the Probationary Period.

• <u>Non-Assignment</u>

The obligations of the Employee under this Agreement may not be voluntarily or involuntarily assigned, alienated or encumbered.

<u>Applicable Law</u>

The laws of the Emirate of Dubai and of the U.A.E. shall apply to this Agreement and the courts of Dubai and the U.A.E shall have full and exclusive jurisdiction for any dispute related to this Agreement.

• Entire Agreement

The Employee and DCCE agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

- (a) This Agreement;
- (b) The DCCE Human Resources policy available to all employees;

(c) The Job Description (if any), which is subject to changes/adjustments by DCCE with notice to the Employee.

All the above shall form the Employment Agreement between the Employee and DCCE, superseding the contents of any other negotiations and/or agreements, whether oral or in writing.

For and on behalf of DCCE:

Ivano Iannelli

CEO

STATEMENT OF ACCEPTANCE

I, XXX, have read, understood and accepted the foregoing terms and conditions.

Employee's Signature: _____

Date of Joining: / /