

1. **PARTIES**

This is an employment agreement (herein referred to as the agreement) by and between

Jema Africa Limited, of address **P.O. Box 269, tell+255 788780443, Mwanza – Tanzania** (hereinafter referred to as the **Employer**, a term which shall be construed to mean and/or include her assigns, successors in title, lawfully appointed attorneys or agents, and any other person who is carrying her lawful instructions) of the one side;

And

Name: Mr/Mrs/Mis. ERICK JAMES KANJU

Address: MWANZA, TANZANIA

Hereinafter referred to as the **Employee** a term, for the purposes of this agreement, which shall be construed to solely include the Employee of the other side.

2. **PLACE OF RECRUITMENT AND OF WORK**

- i. The Employer, for the purposes of this agreement, hereby recruits the Employee at JEMA TECH UNDER JEMA AFRICA CO LTD.
- ii. The Employee's place of work shall be at **MWANZA**
- iii. The Employer reserves the right and discretion to transfer the Employee to any other place of work, either within Tanzania or outside.

3. **TERM OF THIS AGREEMENT**

- i. This agreement commences on this **2nd day of November 2021** and shall come to an end on the **1st day of November 2022**.
- ii. This agreement shall not be deemed to be automatically renewed after the expiry of the above term, despite parties herein continuing with their Employer-Employee relationship.

4. **POSITION AND JOB DESCRIPTION**

- i. The Employer hereby employs the Employee in the position of **SOFTWARE DEVELOPER ENGINEER reporting to HOD JET**
- ii. The Employee Job Description shall be as described below list, which forms part and parcel of this agreement.

- Monitor and maintain computer systems and networks
- Create, design, and develop various software for product platform
- Assist on system development as per company policy
- Respond within agreed time limits to call-outs
- Support the role out of new applicants
- Prioritize and manage open cases at one time
- Establish a good working relationship with customers and other professionals such as software developer
- Test and evaluate new technology
- Any other issues assigned by your supervisor.

PROBATIONARY PERIOD.

The Employee shall be subjected to a probationary period for three (3) months from the day and date of commencing employment.

REMUNERATION, TAXES, AND OTHER STATUTORY CONTRIBUTIONS

- i. The Employee shall be paid TZS 1,000,000/= as a monthly salary.
- ii. The above salary shall be subjected to taxes and statutory deductions pursuant to the relevant legislation.
- iii. The Employee, at the sole discretion of the Employer, may be entitled to allowances and increments pursuant to the dictation of the laws and Employer's requirements, policies, and procedures.
- iv. The Employee is hereby entitled to receive a written statement of the salary and payments received pursuant to this clause.

7. HOURS OF WORK

- i. The Employee normal hours of work shall be 8 hours from Monday to Friday and 6 hours for Saturday
- ii. The Employee is hereby entitled to a one-hour lunch break during the day shift from 01:00 to 01:59.
- iii. The Employee may be required to work on shift as it shall be prescribed and instructed by the Employer and/or Supervisor.

8. LEAVE

- i. The Employee is hereby entitled to annual leave of one and three quarters ($1\frac{3}{4}$) for each completed month of service under this agreement.
- ii. The Employee is hereby entitled to a sick leave pursuant to the dictates of the Employment and Labour Relations Act and Employer's policies and procedures.
- iii. The Employee is hereby entitled to maternity/paternity leave pursuant to the dictates of the Employment and Labour Relations Act and Employer's policies and procedures.
- iv. The Employee is hereby entitled to a compassionate leave pursuant to section 34(1)(b) of the Employment and Labour Relations Act.

9. TERMINATION OF EMPLOYMENT

- i. Either party to this agreement is at liberty to terminate this agreement by the issuance of a one-month notice to that effect or in lieu of notice, payment of one month's salary to the other party.
- ii. The Employer reserves a right to summarily dismiss the Employee upon the commitment of the hereunder offenses:
 - Insubordination;
 - Gross negligence;
 - High recklessness;
 - Absence from work without permission for five days;
 - Failure to observe and abide by the Employer's policies, rules, regulations, guidelines, standard practices, and directives.
 - Theft of the Employer's and/or fellow employees' property.
 - Any other conduct calculated to injure, endanger and tarnish the flawless credibility of the Employer

10. **CONFIDENTIALITY OF INFORMATION**

- i. The Employee is hereby bound to keep from third parties any information concerning the affairs of the Employer that has come to his /her knowledge by the virtue of his /her employment with the Employer.
- ii. The Employee is hereby bound to keep and treat such confidential information for a period of not less than 20 years after termination of this agreement.
- iii. Contrary to the dictates of this clause, the Employer reserves a right to sue the breaching Employee.

11. **MISCELLANEOUS**

- i. This agreement shall be governed by the laws of Tanzania.
- ii. The Employee is hereby duty-bound to adhere and work pursuant to the policies, rules, regulations, guidelines, standard practices, and directives of the Employer.
- iii. Shall there be a lacuna under this agreement and/or any provision contrary to the Employment and Labour Relations Act, the latter shall take precedence.

IN WITNESS WHEREOF, parties herein have executed this agreement as of the date herein stated:

EMPLOYER

Signed and delivered by the said:

Signature: 

Name: HAPPINESS JUVENALI SIMBUKU

Position: HUMAN RESOURCES MANAGER

Date: 04/11/2021

EMPLOYEE


I, ERICK JAMES KANJU hereby certify that I have read and understood all the clauses of this agreement together with cross-referenced documents provided; and that I consent to be bound and abide by them, with Employer's policies, rules, regulations, guidelines, standard practices, and directives; and to signify the same, I hereby append my signature as seen hereunder.

Signature: 

Name: ERICK JAMES KANJU

Date: 2nd Nov 2021

Witness:

DANIEL N. KUSIKWA
Name Signature: 

Date: 2nd Nov 2021