

# **SONAR BANGLA TRADING LIMITED**

Section: 73, Lot: 13, Pivgarci Street, Korobosea, NCD

P.O. BOX 33, Port Moresby, NCD

Tel: (675) 7698 6015

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## **EMPLOYMENT CONTRACT**

This Employment Contract is made and entered on 30<sup>TH</sup> DAY of JUNE, 2015. By and between SONAR BANGLA TRADING LIMITED (hereinafter called the EMPLOYER), of P.O.BOX 33, PORT MORESBY, NATIONAL CAPITAL DISTRICT, PAPUA NEW GUINEA and MR. MD ALAMIN SHAK (hereinafter called the EMPLOYEE), a citizen of BANGLADESHI. It is hereby mutually agreed that the EMPLOYER employs the EMPLOYEE as SALES & MARKETING MANAGER – SMM 1 under the conditions specified as follows:

### **1. DURATION OF EMPLOYMENT**

The period of contract shall be for three (3) years, commencing on the day on which the EMPLOYEE reports for official duties and subject to management approval for further renewal.

Whether or not the EMPLOYER wishes to renew or extend the period of this contract, the EMPLOYEE shall be notified one (1) month before the expiry date of this contract.

### **2. SALARY AND REMUNERATION**

The EMPLOYEE shall be entitled to a gross salary of US\$ 1, 400 per month equivalent in Three Thousand Five Hundred (K3, 500) Papua New Guinea kina at prevailing rate on the last day of each month. The EMPLOYEE shall be fully responsible for the income tax due on his/her salary and benefit payable in Kina. In case of renewal of this contract, the EMPLOYER shall adjust the EMPLOYEE'S salary according to the EMPLOYER'S salary scale.

### **3. CURRENCY, TAXATION AND REMITTANCE**

3.1 Salary and other entitlements of the EMPLOYEE under this Contract shall be understood as expressed in Kina currency.

The EMPLOYEE shall be responsible for PNG income taxes, which shall be withheld from his monthly earnings in Papua New Guinea. A portion of his earnings will be sent his beneficiary back in his country of origin through normal banking procedures.

3.2 The EMPLOYEE shall be entitled to free transportation to the place of recruitment upon:

- Expiration of the contract; and
- Termination of this contract by the EMPLOYER for any reasons whatsoever.

### **4. FOOD/ACCOMODATION**

Reasonable food and accommodation shall be made available to the EMPLOYEE free of charge.

### **5. MEDICAL EXPENSES**

Emergency and general medical expenses shall be provided by EMPLOYER to the EMPLOYEE at the place of employment. The EMPLOYEE shall be eligible for free medical services by the doctor employed the EMPLOYER. Dental (optional) and maternal medical expenses are not included. Sick leave entitlements of two (2) weeks on full pay exclusive of Sundays and holidays for each twelve (12) months service shall be granted to the EMPLOYEE. A doctor's certificate must be produced by the EMPLOYEE in the event of illness.

## LEAVE

### 6.1 RECREATION

The EMPLOYEE shall be eligible to take recreation leave with full pay of 30 days after completion of twelve (12) months service and thereafter upon completion of eleven (11) months work. Where the period of employment is terminated in accordance with paragraphs 8 (a) and (c), the EMPLOYEE shall receive payment for accrued recreation leave credits calculated on a pro-rata basis.

When the EMPLOYEE takes recreation leave after each twelve (12) months service, he/she shall be eligible to return to country/place of origin with company paid excursion air fare on the most direct route.

On the exception of the first year of service, the employee will be granted two (2) free excursion class air fares from Papua New Guinea to the country/place of origin for a total of 30 days paid vacation per year of service (eleven month's work).

## 7. WORKMEN'S COMPENSATION

The provision of the Workmen's Compensation Act of Papua New Guinea or the EMPLOYER'S country of origin shall be applied to the EMPLOYEE and EMPLOYER.

The EMPLOYER shall provide workmen's compensation benefits for service connected illness, or death in accordance with the Workmen's Compensation Act of Papua New Guinea or EMPLOYEE'S country of origin, whichever is more beneficial to the EMPLOYEE and, whenever applicable, war hazard protection (war means, armed hostilities between nations or factions within a nation). In the event of war, the EMPLOYER shall at his/her expense, transfer the EMPLOYEE to a safe place.

## 8. TERMINATION

- 8.1 The employment under this contract shall be terminated upon the expiration of the period specified in this contract or any extension and renewals thereof.
- 8.2 Employment may be terminated by the EMPLOYER by giving the EMPLOYEE one (1) month notice in writing of his intention to terminate the employment on account of constitutional change or in the interest of Papua New Guinea and the employment shall be terminated on the expiry date of the notice.
- 8.3 The EMPLOYER may terminate the employment upon EMPLOYEE'S becoming mentally or physically incapacitated in the performance of his duties, where such incapacity is of permanent nature, as certified by a competent medical authority.
- 8.4 The employment may be terminated by the EMPLOYER for cause and without notice on the following grounds:
- 8.4.1 Misconduct or inefficiency of EMPLOYEE as defined by the Labour Laws of Papua New Guinea;
  - 8.4.2 Willful disobedience or disregard of a lawful order by EMPLOYEE;
  - 8.4.3 Negligence of EMPLOYEE in the discharge of his duties;
  - 8.4.4 Use of intoxicating liquors or drugs by EMPLOYEE to excess; and
  - 8.4.5 Violation by EMPLOYEE of the Laws of Papua New Guinea.

## 9. REPATRIATION OF REMAINS AND PROPERTIES

In case of death of EMPLOYEE, the EMPLOYER shall provide free transportation of the remains and any personal effects of the deceased to place of origin/recruitment and fares will be provided for the repatriation of his surviving spouse and any dependants. If, for circumstances beyond the control of

EMPLOYER, transfer of the remains of the deceased EMPLOYEE becomes impossible, a proper disposition thereof will be carried out in accordance with the instruction obtained from the nominated next of kin or in his absence, the nearest Embassy of the deceased EMPLOYEE'S country of origin.

In case of the death of the EMPLOYEE or where the EMPLOYER after consideration of the circumstances, directs that the death of the EMPLOYEE be presumed, his spouse and dependants shall be paid, the amount in lieu of recreation leave and bonus determined on pro-rata basis for which recreation leave and or bonus payments have not been previously made.

10. **EMPLOYMENT BY OTHER COMPANIES**

The EMPLOYEE shall not, without the consent of the EMPLOYER, accept any remunerative employment in Papua New Guinea other than that specified in this contract of employment.

11. **POLITICAL INVOLVEMENT**

The EMPLOYEE is strictly prohibited to engage in any political activities, take part in any strike actions or any unauthorized work stoppage.

12. **TRAINING**

Training of Papua New Guineans is essential responsibility of the EMPLOYEE as required.

13. **OTHER CONDITIONS**

Other terms and conditions not covered in this contract will be subject to the Laws enforced in Papua New Guinea.

14. **SETTLEMENT OF DISPUTES**

Disputes under this contract between the EMPLOYER and the EMPLOYEE shall be settled in accordance with the company policies, rules and regulations. In case the EMPLOYEE contests the decision of the EMPLOYER, the matter shall be settled amicably with the participation of the EMPLOYEE'S country (O.E.D.B) representative or any authorized representative. In case the amicable settlement fails, the matter shall be submitted to a competent or appropriate government body in Papua New Guinea.

15. **STATE OF EMERGENCY/RIOTS**

In case of stoppage of work through prolonged or life threatening riots, civil disturbances, violent demonstrations or where an emergency is declared, the EMPLOYER shall oblige in transferring the EMPLOYEE to a safer place, OR, if work could not resume on account of any of the fore said circumstances, the EMPLOYEE shall be repatriated to his/her country of origin/recruitment.

**CERTIFICATION**

The EMPLOYER and the EMPLOYEE certify that they have read the foregoing Agreement and that they fully understand the terms and conditions together with the application constitute their entire Agreement and that any other agreement or understanding aside fro this contract shall be considered null and void.

*Abu Ud Din*

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PNG DIAMOND TRADING LIMITED  
(EMPLOYER)

*MD Alamun Shak*

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MR. MUHAMMAD ARSAD SULEMAN  
(EMPLOYEE)