

09<sup>th</sup> March, 2021

Ref: ADNH / CONF / ECL-GR1-C1-AEJ/ 03-2021#226

Mr. Mayalagu Thirulogasankar

India

Dear Mayalagu Thirulogasankar,

I am pleased to offer you employment with **Abu Dhabi National Hotels** trading as **Address Dubai Mall (Employer)** on the terms and conditions set out below and subject to the Regulation of Labour Relations (as amended) (**UAE Labour Law**).

Your employer will be **Address Dubai Mall** and you will work under the direction and control of ADNH, UAE Limited and ADNH Hospitality Management UAE LLC.

For simplicity, in this agreement, the Employer, ADNH UAE Limited and ADNH Hospitality Management UAE LLC shall collectively be referred to as "**ADNH**".

Please read the terms and conditions carefully and ensure that you understand them. If you have any questions regarding this offer, please contact your immediate superior or the Director of Human Resources.

## 1. Commencement

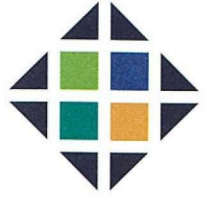
1.1 Your employment with the Employer under this agreement (including the annexures to it) will commence no later than **12<sup>th</sup> April 2021** unless agreed otherwise in writing. Your employment shall at all times be strictly conditional on.

1.1.1 Your employment continuing to be permitted by the appropriate authorities in the UAE and upon you holding (and continuing to hold) a valid work permit and residency visa and all other requisite permissions and approvals from the appropriate authorities in the United Arab Emirates (**UAE**) enabling you to work and reside in the UAE. This agreement and your employment will terminate with immediate effect if you cease to be eligible to work in the UAE for any reason whatsoever.

1.1.2 You being medically fit to reside and work in the UAE;

1.1.3 ADNH receiving employment references for you which it considers to be satisfactory.

1.2 Once you accept this offer of employment, the Employer will submit an application to the Department of Immigration to obtain your employment visa and you will be required to provide various documents in support of this application which you agree so to do.



1.3 You warrant that you have made full and truthful disclosure to ADN H, regarding all matters that may be relevant to the Employer's decision to offer you employment under this Agreement. You represent and warrant to ADN H that by entering into this Agreement or performing any of your obligations under it you will not be in breach of any court order or any express or implied term of any contract or other obligation binding on you including without limitation any notice period or the provisions of any restrictive covenants or obligations relating to confidentiality or intellectual property arising out of any employment with any other employer or former employer. You acknowledge that the Employer is making this offer in reliance on the information you have provided and subject to the warranty you are giving in the sub clause.

1.4 The duration of the contract is of Three (3) years. You will serve a probationary period of Three (3) months commencing from the Commencement Date. Upon the expiry of the probationary period, you will be informed of your confirmation in writing in the event your performance is found to be satisfactory. During the probationary period, you or ADN H may terminate employment at any time by giving one (1) week's notice in writing or payment in lieu of such notice.

## 2. Position

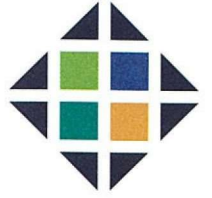
2.1 You will be employed in the position of **Senior Accountant** or in such role as ADN H may reasonably require from time to time, on a full-time basis. You will be required to carry out duties consistent with your position, being currently the duties set out in the position description attached as Annexure A or any other duties as ADN H, may require you to carry out which duties you must carry out diligently and conscientiously ADN H may also, from time to time, change your duties by written notice to you.

2.2 Unless notified otherwise, you will report to the **Head Manager** or to such role as ADN H BVI may reasonably require from time to time.

2.3 You acknowledge that you will have no authority to bind the Employer, ADN H BVI or ADN H Hospitality Management UAE LLC (**ADN H UAE**) in contract except within the scope of authority properly delegated to you by your supervisor, in writing, or with the prior written approval of the Employer or ADN H BVI or ADN H UAE.

## 3. Location of Employment

3.1 Your position will be based at the Sheikh Mohammed Bin Rashed Boulevard, Downtown Dubai, P.O. Box 31166, Dubai UAE You will, however, be required to perform your duties and responsibilities in such other places as ADN H may from time to time reasonably require; including but not limited to any requirement to work on-site at the work premises of a client and any relocation by ADN H of either the whole or part of the work premises that you primarily work in, either within the same metropolitan area in the case of urban work premises or the same town in the case of rural work premises.



3.2 ADN H reserves the right to require you to travel in order to undertake your duties.

#### 4. Duties and Responsibilities

4.1 During work hours, you are required to devote all of your working time and attention to your employment by the Employer as directed by your supervisor. You must serve ADN H honestly and faithfully and promote ADN H's interests and welfare.

4.2 You are not permitted to engage in any other employment or work without the written consent of ADN H.

4.3 During your employment, you will carry out all duties and observe all lawful directions given to you by ADN H. You undertake to comply with all laws and regulations of the Emirate of Dubai and the United Arab Emirates and all moral principles and rules of food conduct applicable in the country whether on duty or not on duty, so that the reputation and interests of ADN H will not be adversely affected in any way. You also undertake to adhere to all in-house rules, policies and regulations and agree that failure to do so may lead to disciplinary action being taken against you.

4.4 ADN H will conduct formal and informal appraisals of your performance.

4.5 You acknowledge and agree that:

4.5.1 A number of hospitality duties which you may be required to perform in terms of this Agreement are subject to statutory governance, including but without limitation, liquor licensing laws, occupational health and safety laws, human rights, discrimination, harassment and bullying laws, privacy laws, food hygiene and safety laws, smoking laws and strata and real estate licensing laws;

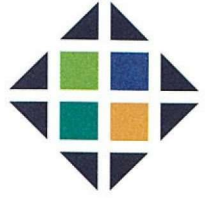
4.5.2 You are required to (i) comply with any professional codes of conduct and regulatory requirements which are applicable to your employment; and (ii) maintain any professional certificates, qualifications and registrations which are necessary to enable you to lawfully undertake your duties under this Agreement;

4.5.3 Failure by you to meet the standards, satisfy the criteria or in the event of a breach of any requirement of any relevant statute or regulation either before commencing employment or during on-going employment may adversely affect on-going employment;

4.5.4 Comply with all lawful directions given to you by ADN H;

4.5.5 Promptly make such reports to your supervisor in connection with the affairs of any Group Company at such times as are required by your supervisor;

4.5.6 Use your best endeavors to promote, protect, develop and extend the business and reputation of the Group Companies;



4.5.7 Consent to ADN H monitoring and recording your use of any Group Company electronic communications systems; and

4.5.8 Where you have or fail to disclose criminal convictions or lose a license relevant to your position such as drivers licenses, general managers license and real estate or resident letting license, this may adversely affect on-going employment.

4.6 If a uniform is provided then it must not be taken off the Employer's premises. If you are issued with any part of a uniform and you fail to return any part of the uniform on termination of employment or lose or significantly damage any part of the uniform during employment, the employer shall be entitled to deduct from your wages, the original cost of the uniform to the Employer, less one-twelfth for each month that it has been issued. Where genuine damage or loss before termination of employment occurs, through no fault on your part, no deduction will be made.

4.7 During your employment you shall immediately disclose to ADN H any information that comes into your possession or of which you become aware which adversely affects or may adversely affect any Group Company including but not limited to:

4.7.1 The plans of any other employee or director of a Group Company (whether alone or in concert with any other employees) to join a competitor of ADN H;

4.7.2 Any offer or proposal by a competitor of ADN H to employ you or any other employee or director of a Group Company;

4.7.3 The misuse of any Confidential Information by any employee or director of a Group Company; and

4.7.4 Details of any wrongdoing or proposed wrongdoing of any other employee or director of any Group Company.

## 5. Hours of Duty

5.1 Hours of work will be a minimum of 48 hours per week and you may be required to work on any of the days of the week (provided you shall not be required to work for more than two successive Fridays in any month).

## 6. Remuneration

6.1 You will be on **Grade 1** and paid the following remuneration and allowances at the completion of each month, directly into a UAE bank account nominated by you (in accordance with Group Company policy):

a) Basic Salary of **AED 8,650** per month.



b) Other Allowances **AED 1500** per month.

c) Gross Salary **AED 10,150** per month

6.2 The following benefits will be provided and/or paid to you during your employment:

d) **Single Accommodation** in an apartment inside the Address Dubai Mall employee accommodation complex;

e) **Three free meals** per day in the Address Dubai Mall employee's restaurant consistent with Address Dubai Mall's standard policies;

f) On completion of three year of continuous service and after one year, the best available **economy class return air ticket to your country of origin (India).**

g) **Competitive Market Value Medical Insurance** for yourself as selected and determined by the Hotel Manager.

6.3 On termination of your employment, you may be entitled to end of service gratuity in accordance with the UAE Labour Law. Any entitlement to end of service gratuity will be calculated from the Commencement Date and on the basis of Basic Salary only.

6.4 The Employer may deduct from your Basic Salary or any other sums owed to you any money owed by you to any Group Company Deductions.

6.5 You are responsible for the payment of any tax or social security contributions in respect of any payments or benefits received by you during or in relation to your employment. You indemnify each Group Company and shall keep each Group Company indemnified on a continuing basis against all liabilities to tax and social security contributions (including interest, fines, penalties and any reasonable costs and expenses) which any Group Company may incur in respect of any payments or benefits received your duties or in relation to your employment.

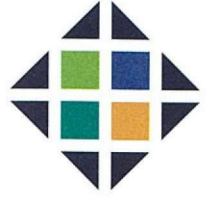
## 7 Expenses

7.1 Subject to sub clauses 2 and 3 of this clause, you will be reimbursed for all reasonable expenses properly incurred by you in the course of the performance of your duties.

7.2 You must obtain the prior approval of ADNHI BVI's CEO/Managing Director before incurring any expense on behalf of ADNHI.

7.3 Any reimbursement is conditional upon presentation by you of expense statements, receipts or other supporting documentation that ADNHI may reasonably require. A request for an expense reimbursement may be denied if it is not accompanied by the required documentation.





## 8 Annual Leave

8.1 You will be entitled to 30 calendar days paid holidays each year to be taken in accordance with ADN's business needs and subject to prior written approval by ADN BVI's CEO/Managing Director. ADN's holiday year runs from 1 January to 31 December. If your employment commences and/or terminates part way through a holiday year your holiday entitlement during that holiday year shall be calculated on a pro-rata basis. Annual leave must be taken during the holiday year to which it relates and only in exceptional circumstances and with the written approval of the CEO/Managing Director will you be permitted to carry over accrued untaken holidays from one holiday year to the next.

8.2 You shall be entitled to public holidays declared by the Ministry of Human Resources and Emiratization for the private sector falling on working day however you shall not be entitled to days in lieu if business requirements require you to work on public holidays or weekends.

8.3 ADN reserves the right to fix the date you may commence annual leave and to divide such leave into not more than two periods.

## 9 Sick Leave

9.1 Upon successful completion of your probationary period under clause 1.5, you shall be entitled to paid sick leave in accordance with the UAE Labour Law, provided you provide evidence of your incapacity by way of a medical certificate from a UAE-licensed doctor within 3 (three) days starting on the first day of your absence stating the reason for absence and thereafter provide a medical certificate covering any subsequent periods of absence. Failure to provide evidence of your incapacity may result in you being on authorized leave and not receiving sick pay.

9.2 You agree to at the request of ADN to undergo a medical examination by a UAE-licensed medical practitioner of ADN's choice. You agree to consent to such examination and to consent to the provision to ADN a medical report by a doctor you have been receiving treatment from and ADN may discuss the contents of the report with the relevant medical practitioner.

## 10. Terminating your Employment with Notice

10.1 Subject to clause 1.5, either you or ADN may terminate your employment by giving to the other the period of **3 months** written notice.

## 11. Acknowledgment

11.1 If the terms and conditions of this letter are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter to ADN within Two days from the date of this letter.

11.2 By signing this letter of offer, you are acknowledging that:



- 11.2.1 You have had sufficient time to review the contents of this Agreement;
- 11.2.2 You have been given an opportunity to obtain advice concerning its contents and effect; and
- 11.2.3 You have read and you understand the contents of this Agreement and your obligations.

We are excited to have you working with us and look forward to your acceptance of this offer and to our mutual success.

Yours sincerely  
  
HR Manager  


**I agree and confirm my commitment to abide by the above – mentioned terms and conditions including the duration of the contract.**

Employee Name: \_\_\_\_\_

Signature: \_\_\_\_\_