

G E C



EMPLOYMENT CONTRACT

Prepared By:
TPFC Legal Department

Please read all the information properly, then fill in all the required information accordingly. Do not forget to ask questions if you don't understand any part before filling in the information to avoid mistakes, as errors won't be allowed during submission.



Visit Us
www.tpfchq.com



Call Us
020 1330 6462



WhatsApp Us
+234 80 6038 3045



Dear _____,

TPFC International Limited is excited to bring you on board as

_____ We're just a few formalities away from getting down to work, please take your time to review our offer as it includes important details about your compensation, benefits and the terms and conditions of your anticipated employment with company.

TPFC International Limited is offering you a full-time position as a

_____ starting from ____ of _____ 202____.

TPFC International Limited staff compensation includes performance bonus, profit sharing, commission structure and it changes as the organization progress. Do note that as an employee of the company, you will be eligible for benefits, such as pension plan, health insurance, loan, paid vacation and workplace flexibility based on your work performances.

TPFC International Limited currently places you on probation time frame of eight weeks as a new employee. This time frame lets you assess your readiness for the position as well as allows us to determine your ability to do the job. You will be provided with a training and performance feedback during the time frame as part of your on-boarding processes.

At the end of the probationary period, if we have confirmed that you are able to meet all job requirements, you will be eligible to receive all other basic benefits offered to employees as outlined in the company and if you are unable to meet up the job requirements, we will have no choice than to relief you from your designation so that you can proceed to another job opportunity.

Please note that the company handbook will be shared with you during on-boarding process so as to read other policies of the organization.

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Employment Agreement is made today _____ between _____ and **TPFC International Limited**. The Parties agree and covenant to be bound by the terms set forth in this Agreement as follows:

1. Employment. You are permanently employed and your designation responsibilities which were revealed to you earlier remain the same. We look forward to your valuable contributions and wish you all the very best for a rewarding career with the organization.

2. Performance of Duties. Employee shall perform assigned duties and responsibilities in a professional manner, in good faith, and to the best of Employee's skills, abilities, talents and experience.

3. Probation Period. Employee's probation period shall be four week(s), starting from the first day of Employee's employment. In the event that Employee fails to pass the probation period or find the work difficult to meet up with, Employer may terminate this Agreement immediately by giving notice to Employee.

4. Compensation.

A. Base Salary. As a compensation for the services provided by Employee under this agreement and as mentioned in your offer message, your monthly gross pay is ₦_____ and will appear on your pay slip.

Employer shall deduct or withhold any and all federal income and social security taxes and state or local taxes as required by law.

B. Additional Compensation.

Employee shall be entitled to commission or performance bonus, when he/she brings a deal or business transaction to the company or perform better than others.

5. Employee Benefits. Both parties will comply with Employer policy regarding employee benefits or as required by law of the organization which is based on the employee performance.

(A) Paid Time Off. A worker is entitled to annual leave of 30 days with full salary. A worker must have worked for at least six months in order to qualify for annual leave.

(B) Public Holidays Pay. Public holidays are paid rest days of religious or memorial nature. The minimum number of paid public holidays is eleven – these are based on the decision of the President. The worker is entitled to the wages that would have been earned for working on that day.

Employees are entitled to public holiday benefits for the following days: New Year's Day (1st January), Good Friday, Easter Monday, Workers' Day (1st May), National Day (1st October), Christmas Day (25th December), Id el Fitir, Id el Kabir, Id elMaulud. *Date of holidays of Muslim festivals is subject to sighting of moon and thus is liable to change.*

Public Holidays are declared as work free days. If a public holiday falls on weekly rest day, workers are not entitled to another rest day. If the day declared as public holiday is not the actual day of the religious festival, the worker is allowed to take a day off on actual day to perform the religious festival but must seek the management approval due to the project on ground at that period.

(C) Sick Leave. In case of illness, workers are entitled to a maximum of 7 working days of paid sick leave. Sickness must be certified by the registered medical practitioner and a letter or health result must be shown to qualify for this.

Sick leave is fully paid leave and is calculated as workers' basic wage that is exclusive of other allowances or commissions.

(D) Maternity Leave. Female workers are entitled to six weeks of maternity leave, to cover pre and post maternity period. Out of these six weeks period, three-week leave is taken after delivery while maternity leave may begin three weeks before delivery after providing medical certificate from registered practitioner, confirming that the confinement may takes place within three weeks.

Maternity leave can be extended in case of illness, certified by the registered medical practitioner, that arise out of pregnancy or confinement and make her unfit for work. Workers on maternity leave with at least three months of continuous service with the company, are entitled to receive at least 50% of his/her normal wages/salary.

(E) Emergency & Compassionate Leave. An employee may need to take time off suddenly and unexpectedly and for any of this leave, the reasons must be serious and proven before it can be granted. For example, this could be when an employee's child falls ill or there has been a death in the family. However, employee should know that an approved leave is unpaid unless mentioned due to the status of the employee which usually based on point **5A of this contract**.

6. Disability. If Employee cannot perform assigned duties because of illness or incapacity for more than 7 days, compensation due during such illness or capacity will be reduced by 50%. Full compensation will be reinstated upon Employee's return to work.

7. Confidentiality.

Employee will be exposed to confidential information.

A. Confidential and Proprietary Information. In the course of employment, Employee will be exposed to confidential and proprietary information of the Employer and the organization. Confidential and proprietary information shall mean any data or information that is competitively sensitive material and not generally known to the public. Employee acknowledges and agrees that the confidential and proprietary information is valuable property of Employer, developed over a long period of time at substantial expense and that it is worthy of protection.

B. Confidentiality Obligations. Except as otherwise expressly permitted in this Agreement, Employee shall not disclose or use in any manner, directly or indirectly share any confidential and proprietary information either during the term of this Agreement or at any time thereafter, except as required to perform their duties and responsibilities or with Employer's prior written consent.

C. Rights in Confidential and Proprietary Information. All ideas, concepts, work product, information, written material or other confidential and proprietary information disclosed to Employee by Employer (i) are and shall remain the sole and exclusive property of Employer, and (ii) are disclosed or permitted to be acquired by Employee solely in reliance on Employee's agreement to maintain them in confidence and not to use or disclose them to any other person except in furtherance of Employer's business. Except as expressly provided herein, this Agreement does not confer any right, license, ownership or other interest or title in, to or under the confidential and proprietary information to Employee.

D. Irreparable Harm. Employee acknowledges that use or discloses any confidential and proprietary information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, Employer shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of confidential and proprietary information. Employer shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to damages, both direct and consequential. In any action brought by Employer under this Section, Employer shall be entitled to recover its attorney's fees and costs from Employee.

8. Ownership of Work Product. The Parties agree that all work products, information or other materials created and developed by Employee in connection with the performance of duties and responsibilities under this Agreement and any resulting intellectual property rights are the sole and exclusive property of the company.

9. Termination. This Agreement may be terminated immediately by the Employer in the event Employee violates any provision of this Agreement with a notice.

At the time of termination, Employee agrees to return all Employer property, including but not limited to computers, cell-phones, and any other materials or devices. Employee shall reimburse Employer for any Employer property lost or damaged in an amount equal to the current market price of such property.

Termination Clause

The employer reserves the right to terminate this agreement and employment at any time in cases of:

- Gross misconduct
- Lack of performance or concentration
- Violation of company ethics

Upon termination or resignation, the company reserves the right to:

- Pay the last salary immediately
- Schedule payment within 15 days from the date of termination

This allows for proper handing over of responsibilities and revocation of access to company properties and software before final payment is made.

An employee may terminate their employment agreement at any time by providing a formal letter with a 30-day notice period to the employer, stating the reasons for termination. This allows the company sufficient time to find a suitable replacement.

However, if an employee terminates their employment without notice or fails to provide the required 30-day notice period, they shall pay an amount equivalent to one month's salary to the company. This payment will be utilized as an emergency fund to facilitate the recruitment of a replacement. Failure to do this will attract legal actions.

The rights and obligations of the Parties set forth in Confidentiality, Ownership of Work Product, Termination and Miscellaneous are intended to survive termination, and will survive termination of this Agreement.

10. Miscellaneous.

A. Authority to Contract. Employee acknowledges and agrees that Employee does not have authority to enter into any binding contracts or commitments for or on behalf of Employer without first obtaining the prior written consent of Employer or the company.

B. Governing Law. The terms of this Agreement shall be governed exclusively by the laws of the State of Nigeria. Any dispute arising from this Agreement shall be resolved through:

Mediation then Arbitration: The dispute shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration.

Kindly note: The term "Confidential Information" as used in this Agreement shall mean any data or information that is competitively sensitive material and not

generally known to the public, including, but not limited to, information relating to any of the following, is what the company considers confidential:

☐ **'Accounting Information'** which includes all books, tax returns, financial information, financial forecasts, pricing lists, purchasing lists and memos, pricing forecasts, purchase order information, supplier costs and discounts, or related financial or purchasing information.

☐ **'Business Operations'** which includes all processes, proprietary information or data, ideas or the like, either in existence or contemplated related to the Company's daily and long-term plans for conducting the Company's business.

☐ **'Computer Technology'** which includes all computer hardware, software or other tangible and intangible equipment or code either in existence or development.

☐ **'Customer Information'** which includes the names of entities or individuals, including their affiliates and representatives, that the Company provides and sells its services or goods to, as well as any associated information, including but not limited to, leads, contact lists, sales plans and notes, shared and learned sales information such as pricing sheets, projections or plans, agreements, or such other data.

☐ **'Intellectual Property'** which includes patents, trademarks, service marks, logos, trade names, internet or website domain names, rights in designs and schematics, copyrights (including rights in computer software), moral rights, database rights, in each case whether registered or unregistered and including applications for registration, in all rights or forms anywhere in the world.

☐ **'Marketing and Sales Information'** which includes all customer leads, sales targets, sales markets, advertising materials, sales territories, sales goals and projections, sales and marketing processes or practices, training manuals or other documentation and materials related to the sales, marketing and promotional activities of the Company and its products or services.

☐ **'Proprietary Rights'** which includes any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, trade names, domain names, logos, trademarks, service marks, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, whether protected under contract or otherwise under law, and other similar rights or interests in intellectual property.

☐ **'Procedures and Specifications'** which includes all procedures and other specifications, criteria, standards, methods, instructions, plans or other directions prescribed by the Company for the manufacture, preparation, packaging and labeling, and sale of its products or services.

☐ **'Product Information'** which includes the Company's products which are being contemplated for sale, manufactured, marketed, listed, or sold, including any fixes, revisions, upgrades, or versions, of which consists of all data, software and documentation related thereto.

□ **'Service Information'** which means the services provided by the Company, including the method, details, means, skills and training, which consists of all data, software and documentation related thereto.

□ **'Software Information'** which means the proprietary computer programs of the Company, including all fixes, upgrades, new versions, new enhancements, modifications, edits, conversions, replacements, or the like, in machine readable form or documentation and materials, and all copies and translations of such computer

Programs, documentation and materials, regardless of the form or media of expression or storage. Kindly note that, there is no joint venture, partnership or agency relationship between the Employee, the Company or any third-party as a result of this Agreement. The employee and employer cannot assign its rights or delegate its duties under this Agreement without the other party's prior written consent.

In the event that any information provided in this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

Employee agrees and covenants during the term of this agreement not to also:

- Provide goods or services which directly or indirectly compete with the company
- Invest either directly or indirectly in a business that directly or indirectly competes with the company
- Solicit company employees to leave their employment
- Start or involved in any business similar to the services we render anywhere in the world while working with us or after unless it is more than four years after leaving the company.
- Engage in any activities that may result in injury to company or managements.
- Engage in anything that will affect the staff or clients of the organization

EMERGENCY CONTACT INFORMATION

This person can be anyone you know but should be different from your guarantor.

1. Full Name: _____
2. Home Address: _____
3. Phone Number: _____
4. Alternate Number: _____
5. Email Address: _____
6. Relationship with the employee: _____

7.

8.

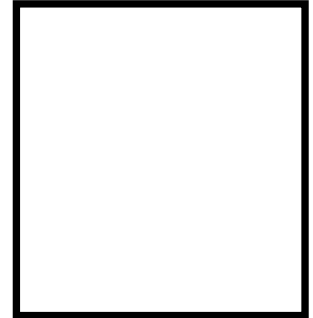
9. EMPLOYEE INFORMATION

1. Full Name: _____
2. Home Address: _____
3. Phone Number: _____
4. Alternate Number: _____
5. Email Address: _____
6. Facebook Name: _____
7. Date of Birth: _____ Place of Birth: _____
8. Marital Status: _____ Instagram Name: _____
9. Bank Name: _____ Bank Account Number: _____
10. Spouse Name / Next of Kin Name: _____
11. Spouse Number / Next of Kin Number: _____
12. Spouse Home Address / Next of Kin Home Address: _____

EMPLOYEE GUARANTOR FORM

Our employment process requires that a person seeking employment in our establishment should produce a credible, responsible and acceptable person as a Guarantor, which is subject to employment confirmation. If you are willing to stand as a guarantor for the said applicant, kindly complete this form.

Please note that it is dangerous to stand as a guarantor for someone whom you do not know. Guarantors are warned that any false declaration on this form will attract severe consequences, which may include prosecution



NB: Acceptable Guarantors: Lecturers, Architects, Engineers, Teachers, Doctors, Nurses, Lawyers, Bankers Accountants, Managers/Deputy Managers of reputable companies, Traditional rulers and Clergy from well recognized churches/mosques, Senior Civil Servants not lower than Grade level 2including uniform personnel.

Mr./Mrs./Miss..... who is being considered for employment has given your name as his/her guarantor, please confirm your willingness to guarantee him/her against any loss or damage by completing this form.

1. Is the candidate well known to you? : _____
2. What is the relationship between you and him/her: _____
3. How long have you known him/her? (*Please state years and it must not be less than a year*): _____
4. Please state your occupation

I Dr./Mr./Mrs./Miss..... of home address and office address stand as a guarantor to Mr./Mrs./Miss who is being considered for employment in this organization that I irrevocably and unconditionally guarantee to indemnify the company against the following:

- a) Any loss suffered as a result of Mr./Mrs./Miss
action while in the company's employment and for any offence committed or
arising from his/her presence that I promise to produce him/her any time needed
for any reason of security interest.

**This guarantee shall be governed by the laws of the Federal Republic of
Nigeria.**

Name: _____

Signed: _____

Telephone numbers: _____

Date: _____

Email Address: _____

Note:

- 1. Any other level of guarantor in conflict with the above stated level is not acceptable.**
- 2. A photocopy of the guarantor's government issued identity card, your Government Issued Identity card and credentials is to be submitted with this document.**

Employee Full Name: _____ **Signature:** _____ **Date:** _____

Guarantor Full Name: _____ **Signature:** _____ **Date:** _____

MD/CEO Full Name: _____ **Signature:** _____ **Date:** _____

Attach photocopies of all available employee credentials