

PRIVATE & CONFIDENTIAL

1st of April 2012

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Dear ,

Contract of Employment with Dubai Duty Free (the "Company")

We take great pleasure in extending our offer of employment to you and I am writing to set out the terms and conditions upon which you will be employed by the Company in the United Arab Emirates (the "UAE"). Part A of this letter outlines the key terms and conditions of your employment with the Company. Part B of this letter contains the general terms and conditions which apply to all colleagues of the Company. Parts A and B of this letter constitute the contract between you and the Company (the "**Contract**").

You will be employed by the Company at the property currently trading as Jumeirah Creekside Hotel (the "Hotel"), Dubai. The Hotel is currently managed by Jumeirah International LLC ("Jumeirah"). Please note that any entitlement to benefits under Jumeirah plans/policies (as set out in this Contract) would cease in the event that Jumeirah is no longer the manager of the Hotel.

PART A - KEY TERMS & CONDITIONS OF EMPLOYMENT

1. Position

You will be employed in the UAE in the position of Lifeguard and subject to the conditions set out in this Contract.

2. Grade

Jumeirah operates a grading system. Your role carries Grade E single status.

3. Start Date

Your employment at the Hotel will start on the date that you report to work, which is currently contemplated to be on or about 17th June 2012 (the "**Start Date**").

4. Jumeirah

Any benefits set out under this Contract that are part of the Jumeirah plans/policies only apply to your employment whilst Jumeirah manages the Hotel.

5. Salary

During the term of your employment (as defined in Part B, Paragraph 3 of this Contract), you shall be paid the sum of AED 1,550 (One Thousand Five hundred Fifty United Arab Emirates Dirhams only) each calendar month in arrears by way of basic salary. This will be paid every month into a UAE based bank account of your choice.

6. Accommodation

The Company will provide you with accommodation benefits appropriate to your grade in accordance with the Jumeirah Accommodation Policy, which may be amended from time to time.



7. Home Destination

For the purpose of this Contract the expression "**Home Destination**" shall mean Ukraine.

8. Annual Leave

You shall be entitled to 26 (Twenty Six) working days paid holiday upon completion of each Holiday Year. For the purpose of this Contract, the expression "**Holiday Year**" means the period of 365 days starting on your Start Date and each successive period of 365 days thereafter. Further details about your annual leave entitlement are set out in Paragraph 8 of Part B of this Contract.

9. Home Leave Ticket

Upon completion of every two years of service you will be provided with a Vacation Ticket Allowance. The Vacation Ticket Allowance is based on the cost of an economy-class return ticket from Dubai to your Home Destination, in accordance with the Jumeirah Vacation Ticket Allowance Policy, which may be amended by Jumeirah from time to time.

This offer of employment is valid for seven (7) working days from the above date. If you do not respond to the offer of employment contained in this Contract within seven (7) working days, the Company may withdraw the offer.

If you wish to accept the terms and conditions of this Contract, please sign two copies of this Contract and initial in the box at the bottom right hand corner of each page of both copies of the Contract. You should retain one original of this Contract for your reference and return one original of this Contract to the Hotel Human Resources Department.

yuriy, we are delighted to extend this offer of employment and know that you will be a valuable addition to Jumeirah Creekside Hotel. We look forward to your acceptance of our offer and to working with you in the very near future.

Yours sincerely,

Naomi Mackay
Human Resources Manager
Jumeirah Creekside Hotel

Klaus Assmann
General Manager
For and on Behalf of
Dubai Duty Free, trading as Jumeirah Creekside Hotel

I agree to and accept the terms and conditions of employment set out in the letter to me from Dubai Duty Free dated: 1st of April 2012.

PART B - GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

1. Employer

You will be employed by Dubai Duty Free, an entity formed by Decree under Dubai Law No.29 of 2009 issued on 13 September 2009 of PO Box 831, Dubai, United Arab Emirates, trading as Jumeirah Creekside Hotel under tourism license number 656773. (The "Company").

2. Conditions

This Contract and your appointment is subject to you passing a medical examination in Dubai, the receipt of employment references that are satisfactory to the Company and/or Jumeirah, in their sole discretion, the receipt of proof of educational and professional qualifications, security checks and the granting of an employment visa by the authorities in Dubai.

3. Term of Employment

Your employment with the Company will commence on the Start Date and, subject to the remaining terms of this Contract, will continue for an unlimited period unless or until terminated in accordance with the provisions of this Contract (the "Term of Employment").

4. Your Duties

- 4.1 You may be required to undertake other duties from time to time as the Company may reasonably require.
- 4.2 You warrant that you are entitled to work in the UAE and you will notify the Company immediately if you cease to be entitled to work here at any time during your employment with the Company.

5. Business Unit and Place of Work

You may be required to undertake local travel from time to time as the Company may reasonably require.

6. The Working Week and Hours of Work

- 6.1 Your working hours shall be an average of 48 hours per week exclusive of meal breaks. Your specific working hours will be agreed with you from time to time in accordance with the practices at the Hotel and with Jumeirah's Working Hours in the UAE Policy.
- 6.2 Additional hours of work are compensated for in accordance with the practices at the Hotel and with Jumeirah's Working Hours in the UAE Policy.

7. Probationary Period

- 7.1 The first six months of your employment will be a probationary period (the "Probation Period"). During the Probation Period the Company may terminate your employment at any time without notice and without payment of any end of service benefits.
- 7.2 Without prejudice to your rights in Article 121 of the Labour Law, should you wish to terminate your employment with the Company during the Probation Period, you must give thirty (30) calendar days notice in writing to the Company.

8. Annual Leave

- 8.1 Your entitlement to paid holiday and to holiday pay will accrue on a monthly basis. If you have taken more holiday than your accrued entitlement as at the last day of your employment, the Company will be entitled to deduct the appropriate amount from any payments that are due to you.



8.2 The scheduling of holiday must, where practical, be mutually agreed between you and your department manager. In cases where such agreement cannot be reached, the decision of your department manager will apply.

8.3 You may be allowed to take annual leave before the end of the holiday year, however if it is taken within your probation period it will be unpaid leave. You may accrue your leave and take it in the holiday year following the accrual, but may not carry it over into a further holiday year without prior approval from your department manager. Such approval is only likely to be granted if you are unable to take your holiday due to business related reason.

9. Public Holidays and Time in Lieu

You will be entitled to all public holidays and all days declared by the Government of UAE as holidays for the private sector. Should you work on a public holiday, you may be entitled to an alternative day off in lieu.

10. Sick Leave

10.1 Upon completion of the Probation Period, if you are prevented from attending work by reason of sickness or injury, you will be entitled to receive your usual remuneration:

- a) At the full rate for a period of 15 days; and
 - b) At half of the full rate for a further period of 30 days
- during each year of your employment.

10.2 Unused sick leave entitlements may not be carried forward to another year of employment.

10.3 All sick leave must be processed in accordance with Jumeirah's sick leave procedures.

11. Meals

You are entitled to three meals per day, which may be taken in the colleague restaurant at the Hotel or at the colleague housing in Al Quoz.

12. Laundry and Dry-Cleaning

You will be provided with an employee uniform which is cleaned free of charge through the Hotel's laundry facilities. You will be required to adhere to the specific uniform policies and grooming standards of the Hotel and Jumeirah, which may be amended from time to time. Further details are available from your department manager.

13. Medical Expenses and Hospitalisation

13.1 Medical and hospital treatment will be provided for you in accordance with the Hotel's Medical Policy.

13.2 Chronic or pre-existing conditions must be disclosed to the Company prior to the Start Date and will be assessed by the Company on a case by case basis.

14. Private Life and Accident Insurance

The Company will provide insurance cover for you in the event of death, permanent or temporary disablement. Further details are available from the Hotel Human Resources Department.

15. Confidentiality and Conflicts of Interest

15.1 During the course of your employment, you must not undertake trade or work that is in conflict with the interests of the Company and/or Jumeirah.

15.2 Your work permit and residence visa shall be issued by the UAE Ministry of Interior, Naturalization and Residency Administration under the sponsorship of the Company and you may not, without the prior written approval of the Company, work for another employer in a paid or unpaid capacity.



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15.3 You may not (except in the proper course of your duties) disclose information of a confidential nature to unauthorised persons within or outside the Company, during or after your employment with the Company. This restriction does not apply to:

- a) Any use or disclosure that is authorised by the Company and/or Jumeirah in writing; or
- b) Any disclosure required by law or by any order of a court of competent jurisdiction, or by a governmental or other regulatory authority which is lawfully entitled to require any such disclosure, provided that, save where giving notice to the Company and/or Jumeirah is prohibited by law, you provide to the Company and/or Jumeirah as much notice as possible that you are required to make such disclosure; or
- c) Any information which is already in, or comes into, the public domain other than through your unauthorised disclosure.

15.4 By signing this Contract, you agree to comply with the terms of the Jumeirah's Business Conduct and Ethics Policy, which may be amended from time to time.

16. Intellectual Property Rights (IPR)

16.1 If at any time during the continuance of your employment you create or discover or participate in the creation or discovery of any intellectual property, any invention or improvement upon or addition to an invention, including without limitation copyrights, patents, trade marks, design rights and all similar proprietary rights as may exist anywhere in the world (whether registered or unregistered) (the "IPR") you shall inform the Company.

16.2 All right, title and interest in the IPR's shall pass to the Company and/or Jumeirah (as determined by Jumeirah and the Company) automatically upon their creation such that the Company and/or Jumeirah shall be the unencumbered beneficial owner of all IPR's and entitled to use the IPR's at such times and in such places and manner as Jumeirah and the Company in their sole discretion consider to be appropriate. Any such assignment shall be made without any limit in time or geography and shall be made with the object of enabling the Company and/or Jumeirah and/or their respective assigns to use and exploit the IPR's at their own discretion for any purpose whatsoever.

16.3 You shall, at the cost of the Company and/or Jumeirah, provide all such information, data, drawings and assistance as may be requested by the Company and/or Jumeirah to enable the Company and/or Jumeirah to use and fully exploit all the IPR and that you will execute all documents and do all things which may be necessary or desirable for obtaining protection for the IPR in such parts of the world as may be specified by the Company and/or Jumeirah and for vesting the IPR in the Company and/or Jumeirah or as the Company may direct from time to time. In particular, but without limitation, in any instance where the provisions of this Paragraph 16.3 are, pursuant to any applicable law, not fully effective in ensuring that the IPR is automatically owned by the Company and/or Jumeirah, you shall (if requested by the Company and/or Jumeirah) execute before a notary public or other official a formal assignment of such IPR in favour of the Company.

16.4 You irrevocably appoint the Company and/or Jumeirah to be your attorney in your name and on your behalf to sign or execute any such instrument or thing and generally to use your name for the purpose of giving to the Company and/or Jumeirah (or their nominee) the full benefit of the provisions of Paragraph 16 relating to the IPR only.

16.5 Insofar as permitted by applicable law you waive any and all of your economic and moral rights in relation to the IPR or any other intellectual property rights created, made or discovered by you during the term of employment and you agree not to assert any economic or moral right or to institute, support, maintain or permit any action or claim based on or in connection with the infringement or the alleged infringement of the your economic and/or moral rights.

17. Relocation (if your Home Destination is outside the UAE)



Prior to the Start Date, the Company shall provide you with an economy-class flight from your Home Destination to Dubai, plus travel and related expenses from your home. Related expenses must be approved by the Company prior to travel.

18. Release in the UAE

You will be eligible for a release in the UAE after one year of continuous service.

19. Termination and Notice Period

19.1 Notwithstanding any other terms or conditions of this Contract, the Company will be entitled to terminate your employment immediately and without notice in the event that:

- a) You are in material breach of any of the terms and conditions contained in this Contract;
- b) You are guilty of any gross misconduct or wilful neglect, or refusing to comply with any lawful and reasonable instructions given to you by any superior employee of the Company or Jumeirah; or
- c) You commit or are guilty of any of the acts of omissions described in Article 120 of the Labour Law.

19.2 Should you wish to terminate your employment with the Company, you must give thirty (30) calendar days notice in writing to the Company.

19.3 After completion of the Probation Period, the Company may terminate your employment by providing you with thirty (30) calendar days notice in writing of such termination.

19.4 The Company reserves the right to pay you your basic monthly salary and any other monthly allowances to which you are entitled under the terms of this Contract in lieu of any notice period.

20. Repatriation

20.1 In the event that you resign before the expiry of twelve (12) months from the Start Date, you will be responsible for the costs of your repatriation. You will be required to reimburse the Company on a pro-rata basis for the actual cost of your flight tickets from your Home Destination to Dubai, any relocation allowance that has been paid to you in accordance with Paragraph 17 of this Contract and any recruitment agents fees, costs of medical and visa and any other costs associated with your employment.

20.2 In the event that you resign after the expiry of twelve (12) months' but before the expiry of thirty-six (36) months' continuous service, you will be responsible for the costs of your repatriation. For the avoidance of doubt, you will not be required to reimburse the Company with any relocation costs that were paid by the Company to relocate you from your Home Destination to the UAE.

20.3 In the event that you resign after completing thirty-six (36) months' continuous service, the Company will provide you with a one-way economy-class ticket from Dubai to your Home Destination.

20.4 If the Company terminates your employment for any reason, other than for a reason that is stated in Article 120 of the Labour Law, the Company will provide you with a one-way economy class ticket from Dubai to your Home Destination.

20.5 For the avoidance of doubt, the benefits referred to in this Paragraph 20 cannot be exchanged for cash.

20.6 Upon termination of your employment contract, you will not be entitled to any repatriation benefits if you continue to work or live in the UAE.



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21. Consequences of Termination

- 21.1 Upon termination of your employment, you will be paid all outstanding amounts of salary, allowances and other benefits to which you are entitled, which shall be accrued until your last day of employment (the "**Termination Date**").
- 21.2 If you are being paid in lieu of notice in accordance with Paragraph 19.4 of this Contract, you shall be paid a lump sum equivalent to your salary and allowances referred to in this Contract for the period of notice not worked.
- 21.3 On or before the Termination Date, you must return to the Company colleague identification cards and all other documents and property which are in your possession and which belong to the Company.
- 21.4 Please note that you shall be under the sponsorship of the Company. On termination of your employment, you may be prevented taking further employment in the UAE for a period of 12 months.

22. End of Service Benefit

Once you have completed 12 calendar months of service, you will be entitled to an end of service gratuity in accordance with the provision of U.A.E. Labour Law at the time of leaving. End of Service gratuity may be forfeited in cases of dismissal for gross misconduct, leaving without notice or breaches of other conditions of the law appertaining to this provision.

23. Changes to your Employment contract

We reserve the right to make reasonable changes to any of the terms of this employment Contract. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

24. Company Policies and Procedures

Your employment contract is subject to the Company's and Jumeirah's policies, procedures, rules and regulations which may be amended from time to time at the Company's and/or Jumeirah's sole discretion and without notice.

25. Passport

Your passport will be held by the Hotel for safekeeping and administration purposes during your employment, on the understanding that you shall be provided with the passport temporarily should you reasonably require it to proceed on leave or for the administration of any formal applications to government departments or local authorities.

26. Applicable Law

This Contract and your employment with the Company is governed by and shall be interpreted in accordance with the provisions of UAE Federal Law No. 8 of 1980, as amended (the "**Labour Law**") and the other laws in force in the Emirate of Dubai. This Contract is your contract of employment and contains a statement of the applicable terms of your employment in accordance with Part III, Chapter 1 of the Labour Law.

27. Assignment

The Company may assign or otherwise transfer all or any part of its rights or obligations whether in whole or in part to any group company.

28. Conflict of Law

Should a conflict occur between this Contract and the provisions of the Labour Law, the provisions of the Labour Law will prevail only to the extent that they are more favourable to you as an employee.



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29. Severability

If any provision of this contract is or becomes invalid, illegal or unenforceable in any respect under the applicable law referred to at Paragraph 28 above, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

30. Entire agreement

You acknowledge and agree that, in entering into this Contract, you are not relying on, nor have you been induced to enter into this Contract, by any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to this Contract or not) other than as expressly set out in this Contract.

EXAMPLE