

## Agreement for Employment of Alien

This agreement is made on 11<sup>th</sup> March 2022 Ratchaborikanukroh School, Ratchaburi between Ratchaborikanukroh School represented by Mr. Surin Samlee, School Director, to whom the power of attorney has been given to execute the agreement hereinafter referred to as “employer” on one part and Mr. Jacques Smit nationality South African, age 34 years, having domicile at 99/64 Ban Rai Villa Village Tumbon Ban Rai, Amphur Muang, Ratchaburi, 70000 hereinafter referred to as “employee” on the other part.

The employer hereby agrees to employ the employee to perform the duty of English teacher in the English Program at Ratchaborikanukroh School, Ratchaburi from 1<sup>st</sup> April 2022 to 31<sup>st</sup> March 2023 being the date of commencement of employment. The employee hereby agrees to perform the duty under the agreement for such term in accordance with the following conditions:

### Employment

Clause1. The employee agrees to devote full time for the performance of duty under this agreement so as to achieve the best result according to his knowledge and ability and agrees to refrain from accepting any employment or engaging in any occupation throughout the term of this agreement.

When an employee is on official external school activities such as seminars, workshops, and official school trips, the employee will be disbursed allowances, travel and accommodation expenses according to the official disbursement regulations under the employer’s discretion.

### Working Hours

Clause2. The working hour shall not exceed 8 hours per day, 5 days per week or more if the employer requires. The employee starts working at 7.30 a.m. till 4.30 p.m. and 1 hour for lunch

### Remuneration

Clause3. The employee shall receive monthly remuneration at the rate of Forty thousand baht as from 1<sup>st</sup> April 2022 being the date of commencement of employment.

Clause4. The remuneration under clause 3 shall be paid monthly to the employee on the last working day of month.

### Leave

Clause5. The employee is entitled to ask for leave with full pay as deemed necessary during the period of each year of the term of employment according to following basis:



Taking leave not more than fifteen days per school year. In the case where sick leave is more than three consecutive working days, a certificate of an officially accepted physician will be required upon return to work.

Additional leave will be granted during the school holidays between terms and at the end of the academic year, once all grades have been recorded, checked and approved and all related work has been verified as having been completed. Leaving the school before each of these criteria has been met will result in disciplinary action, up to and including termination.

The employee is not entitled to remuneration for the number of working days of leave over those allowed for. The deduction of remuneration shall be one - twenty - second of the monthly remuneration for one working day.

Clause6. The employee shall be paid for all national and school holidays providing all requirements of this contract have been met.

#### **Resignation before Contract Fulfillment**

Clause7. Should the employee resign before end of contract, he/she will reimburse the employer for the following costs:

- (1) Visa extension
- (2) Work Permit fee
- (3) Any and all costs related to the visa extension

Clause 7.1 Should the employee resign before end of contract without providing advance notification, he/she must reimburse the employer for the following costs:

- (1) Items 7 (1), (2), (3)
- (2) Be fined as much as one month's salary
- (3) The employer has the right to withhold the last month's salary

Clause 7.2 should the employee resign before the end of contract with 3 months advance notification he/she must reimburse the employer for the following costs:

- (1) Items 7 (1), (2), (3)

Clause 7.3 should the employee resign before end of contract for unavoidable reasons:

- (1) The salary for the final month will be calculated based on only days worked



Handwritten signature in blue ink.

**Termination of Agreement**

Clause8. This agreement terminates on:

- (1) Completion of term of employment;
- (2) Death of employee;
- (3) Rescission of the agreement by either party serving a notice to the other party at least one month in advance;
- (4) Rescission of the agreement by the employer in the case where an officially accepted physician has examined the employee and concludes that the employee should not be employed further on account of his health;
- (5) Rescission of the agreement by the employer on account of the employee's serious misbehavior or desertion of duty without justification.
- (6) In the case of the employee's failure to meet satisfactory level in his/her monthly QA/QC and student evaluations three months consecutively, a written warning will be given after the first and second instances. Termination will follow immediately after the third instance

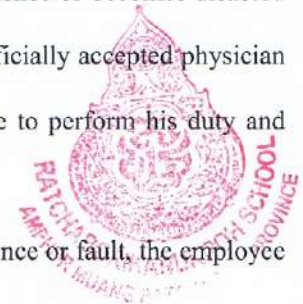
Clause9. Any and all disputes between the employer and the employee will be settled by the Board of Directors

Clause10. When this agreement terminates;

Under clause 8 (1), (2), (3), (4), (5), (6) the employer shall pay the remuneration up to the date of termination.

Clause11. In the case where the employee suffers injuries through violence or loses any organ on account of or in the course of performing his duty and is still able to resume the employment under the agreement, the employer shall pay indemnity in accordance with the regulation of the Ministry of Finance on indemnity for officials and employees.

Clause12. In the case where the employee is dead through violence or becomes disabled or incapacitated on account of or in the course of performing his duty and an officially accepted physician has examined the employee and concludes that the employee is no longer able to perform his duty and where the violence, injury, incapacity or death has not been caused by his gross negligence or fault, the employee shall receive special gratuity as follows:



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(1) In case of being disabled or incapacitated, the employee shall receive special gratuity of such amount as the employer deems appropriate by taking into account the circumstance and the state of being disabled or incapacitated

(2) In case of death, special gratuity shall be paid to the heirs.

**Settlement of Dispute**

Clause13. This agreement is subject to Thai laws and any dispute arising from this agreement shall be submitted for adjudication the Civil Court, Bangkok Metropolis

This agreement is made in duplicate and both parties have read and fully understand the contents therein, and accordingly sign their names as evidence hereof.

  
..... Employer

  
..... Employee

  
..... Witness

  
..... Witness