

**EMPLOYMENT CONTRACT**

**DRAFT**

Contract Reference Number \_\_\_\_\_

between

\_\_\_\_\_ (hereinafter called the Company) with an office address at  
\_\_\_\_\_

and

HDD Consulting, L.L.C. (hereinafter called the Consultant) with an office address at  
\_\_\_\_\_

and

\_\_\_\_\_ (hereinafter called the Employee), Holder of USA  
Passport No. \_\_\_\_\_ with a resident address at  
\_\_\_\_\_  
(hereinafter called the Place of Employee’s Residence).

**WHEREAS;** The Company is willing to engage the exercise and services of an experienced Employee capable of performing the duties on Horizontal Directional Drilling (HDD) Unit.

**WHEREAS;** The Employee has necessary skills, valid qualification required to perform the work in an efficient and diligent manner and is willing and able to carry out the work in accordance with the terms and conditions contained in the Contract.

**NOW THEREFORE,** the Company hereby enters into Employment Contract (hereinafter called the Contract) with the Consultant and the Employee under the terms and conditions set forth hereunder:

**1. ASSIGNMENT PLACE**

The Employee is assigned to work at \_\_\_\_\_ (hereinafter called the Assignment Place).

**2. DUTIES**

The Employee shall work as \_\_\_\_\_ at the Assignment Place operated by the Company and perform his/her duties assigned by the Company to the best of his ability and for the best benefit of the Company so as to comply with the obligations instructed by the Company's Site Manager.

### **3. WORKING HOURS, HOLIDAYS**

- (1) Working Hours: The Employee's normal duty hours shall be 10 hours a day and 6 days a week.
- (2) Holidays/Off-Day (Stand-by): Holidays/Off-day applicable to the Employee under this Contract will be Sundays.

### **4. DURATION AND TERMINATION OF CONTRACT**

The duration of the Contract will be for a minimum of 21 working days from on or about \_\_\_\_\_ however, it is agreed that Company has the right to terminate/extend the Contract by giving seven (7) days advance written notice to the Consultant and the Employee showing good cause.

### **5. SALARY AND PER DIEM**

The Company shall pay the Employee as follows:

- (1) Work Day Salary: US \$ \_\_\_\_\_ per day the Employee worked at the Assignment Place.
- (2) Off-Day (Stand-by) Salary: US \$ \_\_\_\_\_ per off-day (stand-by) at Assignment Place.
- (3) Travel Day Salary: US \$ \_\_\_\_\_ per day from the date of the Employee departs from the Place of Employee's Residence and arrives in the Assignment Place, as well as from the time the Employee leaves the Assignment Place and arrives in the Place of Employee's Residence.
- (4) Per Diem: US \$ \_\_\_\_\_ per Work Day, Off Day and Travel Day which covers cost of meal and laundry and also any other miscellaneous expenses.
- (5) Advance payment of the salary to cover the salary for one week which is from the date the Employee departs from the Place of the Employee's Residence including work day salary, off day salary and also travel day salary will be made by the Company via telegraphic transfer as per Article 7 immediately upon the Employee's arrival on the Assignment Place. Thereafter, advance payment of the salary shall be made to the Consultant weekly by the manner as mentioned above.

### **6. TAX AND DUTIES**

Income taxes or duties shall be deducted by the Company at the time of the payment of the salary. The Employee shall be responsible for any taxes or duties imposed in the USA and wherever else except in \_\_\_\_\_.

**7. BANK ACCOUNT FOR REMITTANCE**

The Company shall make a payment of Employee’s salary by manner of a telegraphic transfer remitted to Consultant’s bank account designated below on each and every Friday of employment of the Employee, or upon termination of Contract.

Name of Bank: \_\_\_\_\_

Address/contact of Bank: \_\_\_\_\_

Account Number: \_\_\_\_\_

Bank Swift Code Number: \_\_\_\_\_

**8. COMPANY FURNISH**

The Company will furnish followings at Company’s cost.

- a. Airport tax and the related expenses to entry into and to exit from Foreign Countries.
- b. Accommodation in Assignment Place
- c. Transportation from/to Accommodation to/from work site
- d. Economy class round trip airline ticket including domestic airline ticket in the USA on commencement and termination of the employment. The Consultant shall purchase an airline ticket on commencement and such expenses will be reimbursed by the Company within 24 hours upon the Consultants facsimile a copy of receipt to the Company..
- e. Medical treatments and hospitalization expenses incurred by injury or sickness, in the country of the Assignment Place is insured by the Company (Max. US \$ \_\_\_\_\_).

**9. EMPLOYEE’S DISCIPLINE**

The Employee shall observe all the provisions stipulated hereunder. In the event the Employee fails to comply with any requirement listed below, the Company shall have the right to terminate the Contract without advance notice to the Employee, but must notify the Consultant within one hour of termination in writing.

- a. The Employee shall abide by the Company's policy, regulations, and the law governed in the country of the Assignment Place.
- b. The Employee is strictly prohibited to take any kind of illegal drugs in the country of the Assignment Place.
- c. The Employee shall not disclose any operational data/information obtained through his duties on the Assignment Place during the period of the Contract and, thereafter.
- d. The Employee shall always carry out his duties satisfactory in a safe manner and prevent any damage to the Assignment Place, equipment, materials, other property and other employees of the Company as well as the Company's client and third party's property.
- e. The Employee ensures that personal data and the associated documents submitted to the Company are true and correct.

## **10. LIABILITY**

Consultant and the Employee shall be indemnified against all claims, demands, losses costs, liabilities and expense, including attorney's fee arising out of injury to or death for any reason (including the Employee and the Company's personal) and damage to or destruction of any property (Including property of the Employee and the Company) arising out of or in connection of the Contract, provided not as a result of Employee's willful misconduct nor his breach of laws/regulations.

The Company shall be indemnified by the Consultant and Employee against all claims, demands, losses costs, liabilities and expenses, including attorney's fee arising out of injury to or death for any reason, and damage to or destruction of any property (including property of the Company and that of third party) arising out misconduct and/or breach of laws by the Employee.

## **11. WORKMEN'S COMPENSATION**

Compensation in case of death or physical disability from accident during the work in the Assignment Place shall be paid to the employee in accordance with United States of America Workman's Compensation Act, and no other compensation for such case shall be made by the Company.

## **12. ARBITRATION**

All disputes arising from the implementation of or related to the Contract shall firstly be settled through friendly consultation between the parties hereto, however, in the event such consultation cannot settle the dispute amicably, the dispute shall be settled under the Rules of the United States of America Commercial Arbitration in San Antonio, Texas.

**13. NOTICE**

Any notice to be given to either party shall be in writing and shall be delivered or sent by facsimile, by mail or by hand to the addressees of the respective parties specified below.

**The Company:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

**The Consultant:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

**The Employee:**

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

Full Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Mobile Phone Number: \_\_\_\_\_

Either party shall notify to the other in writing the alternation of addresses in timely manners.

Contact name: \_\_\_\_\_ in case of emergency.

Telephone: \_\_\_\_\_

Full Address: \_\_\_\_\_

In agreement of the terms and conditions set forth herein before, the parties hereto have affixed their signatures.

Date: \_\_\_\_\_

**For and on behalf of**

**Company**

\_\_\_\_\_

**HDD Consulting, L.L.C.**

\_\_\_\_\_

**Employee**

\_\_\_\_\_