



Universal Satcom

Connect you Everywhere

**Policies, Procedures
& Guidelines**

P.O BOX No.393518

Jumeirah Lake Tower, Dubai, UAE

Revision 0
January 2016

MESSAGE FROM THE CEO

We at Universal Satcom pride ourselves on providing highly specialized in the design and provision of the customized satellite communication solutions. We are positioning Universal satcom as the first company to provide quality satcom solution for Aviation. Our team of skilled experts in the satellite communications will make it possible to be the leader in the satellite industry in the market.

Policies and procedures are made available to clarify for all Universal Satcom employees what is expected of them and what they can expect from the company. However these policies and procedures does not create neither company obligation nor any individual, right, privilege, term or condition of employment not otherwise established by law or expressly stated into your employment contract. The company may at any time amend or withdraw its entirely or any part therein.

Questions regarding interpretation, comments and suggestions deemed appropriate to improve the operations and administration of the company should be referred to the Human Resources Department. Request for exceptions should be submitted in writing to the Human Resources Department and require the approval of the CEO.

Welcome to the Universal Satcom family.

For question and comments please direct to Human Resources Department:

c/o Reema Omari

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Email: reema@universalsatcom.com

1.0 DEFINITIONS

1.1 Purpose

The purpose of this handbook is to ensure that all employees are aware of the Company policies, standards and the behavior which is expected of them. This is necessary to ensure the well-being of everyone and in the interests of good performance.

1.2 Definitions

Through this handbook (Employee Handbook) the following definitions are adhere to:

Company	:	UNIVERSAL SATCOM DMCC, its employees and managers. The views instructions and procedures of the Company are expressed by the CEO.
Contract	:	Written agreement outlining employment and benefit details signed by both Employer and employee.
Employee	:	The person employed by UNIVERSAL SATCOM, i.e. individual (including managers) receiving a salary wages, and/or other compensation from UNIVERSAL SATCOM.
Employer	:	UNIVERSAL SATCOM. "The Company"
Handbook	:	Company Rules and Regulations
Head Office	:	UNIVERSAL SATCOM. P.O BOX No. 393518, Office No. 1410 1 Lake Plaza JLT Dubai UAE
USATCOM™	:	Equipment Trading/Telecommunications
Workplace	:	The physical boundaries of the facilities owned or leased/rented by UNIVERSAL SATCOM and all facilities upon which or in which employees perform services or come into contact with, while performing their work responsibilities.

1.3 Scope

The contents of this handbook are based on the existing UAE Federal Law No. 8 (hereinafter referred to as "U.A.E. Labour Law) and are applicable to all employees, and are part of, or in addition to, the individual signed contract which exist between the Company and the employee.

1.4 Changes to the Company Rules and Regulations

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Should any question or dispute arise concerning which holds precedence (Company Handbook or individual) contract) then the ruling of the CEO at the time of the dispute is final and binding.  
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The rules and regulations as outlined in this handbook may be amended by the management or as a result of changes in the U.A.E. Labour Law, other laws or business environment directly or indirectly related to you or the Company. Proper notice shall be given through all the usual media such as e-mail, management briefings, etc., and the handbook revised accordingly.

2.0 JOINING THE COMPANY

Company Policy towards Employment

- 2.1 It is the Company's policy not to discriminate in recruitment, hiring, training, compensation, promotion, firing or any other condition of employment on the basis of race, ancestry, colour, religion, gender, national origin, age, marital status, pregnancy/parenthood, physical/mental handicaps.
- 2.2 USATCOM™ supports and makes every effort to maintain a quality working environment free from any harassment related to race, ancestry, colour, religion, gender, national origin, age, marital status, pregnancy/parenthood, physical/mental handicaps.
- 2.3 USATCOM™ seeks to provide the highest quality services™ to its customers and a professional and safe work environment for all its employees.
- 2.4 Whilst employed by USATCOM™ and for three years thereafter, you will waive all rights to personal inventions and improvement made by you related to the job.
- 2.5 When employees leave the Company for whatever reason they will not normally be permitted to work for competitor organizations within the U.A.E. as per the non-competition clause mentioned in the contract and/or Letter of Intent.

New Employee Information

- 2.6 All new employees are required to provide the company with certain personal information. It is a requirement of the U.A.E. Labour Law that the Company keep such records. This information will be securely held and stored by the person(s) responsible from HR matters.
- 2.7 New employees will be provided with the following:
 - ✚ The Company Handbook
 - ✚ An up-to-date list of relevant telephone numbers
 - ✚ Office keys, as relevant to the job
- 2.8 The person(s) responsible for HR matters should be notified of all the changes in any of the following areas:
 - ✚ Address (local and permanent address in home country)
 - ✚ Marital status
 - ✚ Beneficiaries
 - ✚ Telephone number (local residence and permanent address in home country)
 - ✚ Number of dependents
 - ✚ Emergency notification contact
 - ✚ Passport
 - ✚ Driving license
- 2.9 The person(s) responsible for HR will maintain Employment Record. This record is confidential and no information contained in it will be provided to individuals or organizations outside USATCOM™ without your prior written permission / request.
- 2.10 Your personal file will include, but not restricted to the following:
 - ✚ Employee passport-size photo
 - ✚ Arabic labour contract
 - ✚ Appointment letter (one copy)

- ✚ Employment contract
- ✚ Salary letters
- ✚ Personal Correspondence
- ✚ Educational Certificates
- ✚ Training Course reports
- ✚ Training record form
- ✚ Passport copy
- ✚ Labour card copy
- ✚ Medical certificate copy
- ✚ U.A.E driving License copy
- ✚ Other relevant employment documents
- ✚ Appraisal form
- ✚ Home country labour contract (if applicable)
- ✚ Job Description
- ✚ Address in country of Origin
- ✚ Completed Checklist

Formalities for Appointment

- 2.11 The Company will arrange to obtain employee's visa and work permit, subject to the approval of The Department of Labour and Immigration Authorities.
- 2.12 Employees will be required to submit attested educational certificates/degrees/diplomas issued by the examining authority such as the Board/University etc., and must be stamped with the seal of the examining authority. These certificates need to be attested by the local Government in the home country, the U.A.E. Embassy in your home country and the Foreign Ministry in Dubai.
- 2.13 It is the responsibility of the employee to obtain attestations, and to bear all costs involved.
- 2.14 The company will bear the expenses of acquiring your Visa, Labour Card, and National ID.
- 2.15 If, under the provisions of the U.A.E. Labour Law, you are able to sponsor your wife and family [and wish to do so], the Company will assist you in this process but all actual expenses that will be incurred in this process will be borne by you.
- 2.16 In the event that the employee has to travel to the UAE for the purpose of joining the Company as a full time employee, the Company will bear the travel expenses.
- 2.17 In the event that the employee is transferring his/her sponsorship from another company, USATCOM™ will bear the costs.

Introduction

- 2.18 During your first month in the Company, you will be given, by your Department Manager, a checklist of visits, briefings, and other activities (as deemed necessary), which you must take part in to orientate you within the organization. It is very important that you attend for all sessions programmed because; if you are to be successful in your employment with USATCOM™ you need to fully understand our ways of working and who does what, etc.
- 2.19 It is your responsibility to ensure that you attend all sessions and activities planned. It is up to you to contact HR, who will make the necessary arrangements, if an activity listed on the checklist needs organizing. You must ensure that you complete these activities within one

calendar month of joining. If you experience any difficulties with this, you must contact HR immediately who will take corrective action.

- 2.20 All existing employees are instructed to cooperate fully in the process of inducting newcomers. New employees must report on their checklist any activities or briefings which they feel have not been delivered satisfactorily. At the end of your induction, you will normally be requested to complete skills and/or knowledge tests. If you fail to complete these satisfactorily, your probationary period may be extended and you risk not being confirmed in your job.
- 2.21 At the end of one month, you must ensure that your checklist is signed as appropriate by the relevant department Managers and returned to HR where it will be retained in your personnel file. Please note that it may delay the completion of your probationary period if you do not do this.

Probationary Period

- 2.22 It is the policy of the Company that all new employees serve a probationary period of minimum 3 and maximum 6 months as stipulated in your Employment Contract. At the end of this period, if your service has been satisfactory, you will receive a letter confirming your continued employment in your job role.

Temporary Accommodation

- 2.23 Upon your arrival in the U.A.E. (applicable to employees joining USATCOM™ from outside U.A.E.), the Company may provide a two-week temporary accommodation in one of the hotels that the Company deals with at the Company's expense. Please note that while you are on Company accommodation, you will not be entitled to any housing allowance.

Mobile Telephones

- 2.24 Depending upon the nature of your job, USATCOM™ may issue you with a mobile telephone or Company **paid SIM** card to enable you to remain in constant touch with customers and the Company. If you are issued with a mobile phone, it is under the following conditions:
- ✚ The Company will choose the phone you are issued with, based on the value for money, facilities provided and quality. There is no facility for you to choose your own or encash the value of it so that you can buy a model of your own choice.
 - ✚ In the event of its loss, the HR Department is to be immediately notified so that the SIM card can be blocked and a replacement issued. Employees will be responsible for the cost of all expenses involved in such a loss, including the cost of a new mobile phone.
 - ✚ Company issued mobile phones should be kept "on" at all times except while refueling at petrol stations. **The danger of igniting fuel through the use of mobile phones is significant.**
 - ✚ Personal phone calls on Company issued mobile phones/SIM card are not allowed.
 - ✚ If you are issued a Company mobile phone and you are driving, you should also request for a headset to be provided.
 - ✚ The maximum telephone reimbursement monthly is 250.00 AED and subject for review and approval by your direct manager.

Business Travel

- 2.25 All business travel bookings (flight and hotel) should be done through the Company used travel agent to maximize corporate discounts and secure the best price.
- 2.26 Necessary visas for foreign countries will be obtained and paid for by the Company for authorized business visits.
- 2.27 The class of business travel for all employees is Economy, including Management. Exception to this rule will be discussed in management committee meetings, and will be approved by the CEO (**Note:** This section will be regularly reviewed dependent on the projects development).
- 2.28 Below are the types of expenses which will be considered for reimbursement whilst on business travel:
- Airfares
 - Travel to and from airports, stations, meeting venue, etc. (car rental vs taxi vs underground) whichever is most economical.
 - Hotel accommodation
 - Meals
 - Business related telephone calls and internet connectivity
 - Tolls
- 2.29 The expense must comply with the types of expenses given above.
- 2.30 A cash advance to meet expenses related to the business travel may be requested before departure and should be cleared by submitting properly completed Expense Claim form upon return.
- 2.31 Reimbursements should be supported with relevant invoices and/or receipts (including all hotel receipts) and approved by the relevant Department Manager. In the case of Department Managers, CEO's approval should be sought on the Expense Claim. Photocopied receipts must be explained.
- 2.32 Written justification should be submitted to support uneconomical expenses.
- 2.33 The Company will not process claims for alcoholic beverages, cigarettes, excessive meals, books or any other personal items, spent for self, and are not essential expenses while on business travel.
- 2.34 Department Managers who entertain clients out for dinner may reimburse their representation expense.

3.0 REMUNERATION

Salaries

Salary Payment

3.1 All employees are paid their salaries on a monthly basis. Salary calculations are prepared by the Accounts Department. Crediting of Salaries is every 5th day of the succeeding month.

3.2 Timekeeping verifies time and attendance based on the filled out Time Sheet Form before preparation of the payroll. Submission of time sheet is required. It is therefore compulsory that you fill out your time on the Time Sheet Form Missing time will be treated as absent without pay.

Salary Increases

3.3 Salaries are based on a range applied to position, qualifications, individual contracts and your performance in your job. Performances are evaluated through appraisals (assessments). Performance will be one of the criteria analyzed during salary review considerations. As a result, it will not be uncommon for two people in the same job category to be receiving different rates of pay and allowances.

3.4 Salary increases must be self-funding i.e. the result of improved efficiencies and/or improved business results. As such salary reviews are entirely at the discretion of the management and based on business performance. Normally, salary scales will be reviewed once annually, however, this does not mean that they will necessarily rise.

3.5 If applicable, salary increases, when earned and approved, will normally be effective immediately unless otherwise stated by the management.

3.6 Should your terms and conditions change (i.e. promotion, transfer etc), on being notified by your Department Manager, HR will authorize a salary adjustment effective from the relevant date. A written notification for this change will be sent to you.

Allowances

Housing Allowance (HA)

3.7 Employees may receive Housing Allowance in addition to the basic salary. The rates for this will be agreed at the commencement of employment and will be detailed in the Letter of Intent.

3.8 The HA is paid monthly with the normal salary payment.

Transport Allowance (TA)

3.9 A Transport Allowance is provided in addition to the basic salary to assist employees in getting to and from work. It is therefore your responsibility to ensure that you can provide adequate and reliable means of transportation to be at work in a timely and efficient manner.

3.10 The TA is paid monthly with the normal salary payment.

Expense Claims

3.11 The Company will pay all normal and reasonable expenses incurred by employees in the course of performing the duties of their position.

- 3.12 Reimbursement of these costs depend upon the presentation of a properly completed expense claim or petty cash voucher, relevant invoices and/or receipts and signed by the relevant Department Manager before payment. Photocopied receipt must be explained.
- 3.13 Reimbursement through petty cash is for expenses not to exceed Dhs. 500.
- 3.14 Reimbursement through expense claim is for expenses over and above Dh.500.

Payroll Deductions

- 3.15 The Company issues pay slips containing details of your salary, including reasons for any deductions made.
- 3.16 Private costs incurred by you (i.e. private faxes, personal telephone calls, courier, etc.) through Company means will be deducted from monthly salaries. The Accounts Department should be informed as soon as the expense has been incurred.
- 3.17 Normally, you will be notified in advance of any non-routine deductions to be made. However, occasionally this may not be possible so you should keep careful track of moneys you owe the Company and vice-versa so that there are no great surprises when you get your salary at the end of the month.

Gratuity

- 3.18 It is the Company's policy to pay you an end-of-service gratuity in accordance with the provisions of the U.A.E. Labour Law. At the time of writing, this may be summarized as follows:
 - For up to one year of service-no entitlement.
 - After completion of one year of service-entitlement to 21 days pay for each year of service up to 5 years.
 - After 5 years of service-entitlement to 30 days pay for each year of service completed after 5 years.

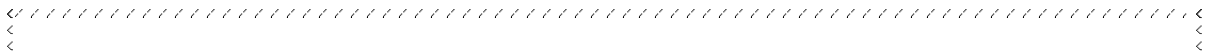
3.19 Gratuity entitlement calculations are based only on basic salary i.e. it does not include HA, TA or other allowances.

3.20 Service for parts of a year completed will also be taken into account.

3.21 See the following example:

Suresh commenced service on a basic salary of Dh.1,500 which has now risen to **Dh.2,500**. He also receives a HA of Dh.750 and TA of Dh.250 which are not taken into account in working out his gratuity. After completing **7 years and 5 months** of service he would receive the following gratuity:

$$2,500 \times 12 = 30,000 / 365 = 82.19 \times 21 = 1,725.99$$
$$\text{For the first five years of service he therefore gets: } 1,725.99 \times 5 = 8,629.95$$
$$\text{For the additional two years he gets: } 82.19 \times 30 = 2,465.70 \times 2 = 4,931.40$$
$$\text{For the additional 5 months in his last year he gets: } 2,465.70 / 12 \times 5 = 1,027.35$$
$$\text{His total gratuity is therefore: } 8,629.95 + 4,931.40 + 1,027.35 = \textbf{Dh.14,588.70}$$



Please note that the rules for calculating gratuity is set by the Government of the U.A.E. and, should they change, are beyond the control of the Company.

The Company may terminate an employee by written notice and with immediate effect, if the employee commits any of the acts or omissions specified in Article 120 of the U.A.E. Labour Law. In this case, an employee may not be eligible to receive any gratuity due upon termination.

The Company will keep you fully informed of any likely changes to the rules for gratuity payments and their implications for individual employees.

4.0 WORKING HOURS

Working Schedules

- 4.1 Working days per week is five (5) days, Friday and Saturday being the days off.
- 4.2 The standard office hours are from 9:00 a.m. till 6:00 p.m., Sunday through Thursday with one (1) hour lunch break. However, it is the department manager's prerogative to provide additional half day off to their employees in accordance to their job schedule and full coverage of their department's operation and should be with the COO approval.
- 4.3 This work schedule is not applicable when an employee is on business trip wherein the time zone of the country being visited is adapted.
- 4.4 This work schedule is also not applicable when an employee is sent for temporary project assignment elsewhere, wherein the working hours demanded by the project assignment must be adapted.
- 4.5 During the Holy Month of Ramadan, and in accordance with the U.A.E. Labour Law, daily, working hours are reduced by a minimum of two (2.5) hours. The exact hours of working is announced shortly before Ramadan commences. This only applies to the office and is not applicable when an employee is sent to other locations other assignment.

Attendance

- 4.6 Employees must record their daily attendance through Time Sheet Form. Failure to do so could result in being marked as absent and not paid for time worked.
- 4.7 All employees are urged to ensure that they attend for work at the stated times and as agreed with their Department Manager. Failure to do so will inevitably have an affect on the efficiency of our services to customers and adversely affect the business.
- 4.8 **Habitual lateness without compensating it to cover the lost time will lead to disciplinary action being taken against offending employees.**

Overtime

- 4.9 The company does not encourage employees putting in overtime hours. However, due to the nature of our business, working beyond normal hours is a fundamental part of business

operations. Hours worked beyond these normal hours are normally eligible for overtime claims, except in the case of employees whose base pay are Dh.3,500 and above.

- 4.10 It is an employee's duty to accept all reasonable requests from the Department Manager to work additional hours, whether overtime may be claimed or not.
- 4.11 Overtime can only be claimed by eligible employees if it is pre-authorized by the Department Manager who requires the work to be carried out. No claims for overtime will be accepted without evidence in print of the authorization of the Department Manager. The duly approved overtime claim form should be submitted to HR before the actual overtime is made.
- 4.12 It is a management decision as to whether overtime is compensated for financially or in a form of time-off in lieu.
- 4.13 Overtime claims will be processed by the HR Department and normally paid along with the monthly salary, if granted.

Please note that the management may, due to the conduct of the business, request employees to carry out certain duties on a regular or irregular basis without the benefit of overtime. The management will always seek to minimize the length of these periods and keep these situations under constant review.

5.0 HOLIDAYS

We all need a break from the pressures of work. We do not work effectively unless we have regular, planned holidays. Make sure you get yours!

Annual Leave

- 5.1 All permanent employees accrue regular annual leave on a monthly basis and this is earned as follows:
 - Two (2) days for each full month of service rendered, if the period of service is more than six (6) months and less than one (1) year
 - Thirty (30) days upon completion of one (1) year of service
 - For each month of work thereafter, two and one half (2 1/2) days of vacation
- 5.2 Annual leave pay is calculated on the basis of calendar days and not working days.
- 5.3 Annual leave will be paid with the regular wages on the payday following the anniversary date, or before the employee proceed on vacation if the anniversary date falls within the period of annual leave.
- 5.4 Annual Leave pay comprise Base pay and Housing Allowance.
- 5.5 Housing Allowance will be paid at the time vacation is taken and will be for the actual number of days taken up to a maximum of 30 days.

- 5.6 A maximum of two and one half (2 1/2) days leave shall be accrued during annual leave of 30 days, or pro-rated depending on the number of days paid leave approved.
- 5.7 Annual leave planning is the responsibility of the Department Manager and to ensure employees take their annual leave entitlement. Managers will try to allocate leave in accordance with the wishes of the employee. However, this will not always be possible. Employees will be required to take their leave at the dates finally set by the Department Manager and in accordance with their entitlement.
- 5.8 The maximum permitted time which any employee may be absent from work for reasons of taking annual leave is not to exceed one (1) calendar month.
- 5.9 Regular annual leave will be spent in the course of the current calendar year when the monthly entitlement has accumulated to thirty (30) days.
- 5.10 Annual leave will not be carried forward i.e. if you do not take them in the current year of entitlement, then you lose them.
- 5.11 Employees are encouraged to use their earned regular annual leave as rest periods within the running calendar year.

Holidays during probation

- 5.12 Employees in their probationary period are not eligible to take paid holidays.

Procedure for booking Annual Leave

- 5.13 All annual leave periods should be scheduled and approved by your Department Manager. A leave application form should be completed for each desired time frame, not exceeding one calendar month in duration, and submitted to HR department at least fifteen (15) days before your leave date.
- 5.14 Annual leave requests will only be approved according to strict limits for the maximum number allowed away at any one time. It is, of course, essential that business is carried out as normal when people are away on annual leave.
- 5.15 Should employee requests overlap, all efforts will be made to mutually resolve the situation. Should this not be possible, the Department Manager will make the final decision taking into account, seniority, work schedule, time of request, etc.
- 5.16 In the event that you decide to change your annual leave dates after they have been approved, then new dates selected will take second priority to the dates of other employees who have already had their annual leave approved.

Sickness During Annual Leave

- 5.17 If you fall sick during your annual leave or during public holidays, then this will be considered as an unfortunate event beyond the Company's control and will become a part of your annual leave i.e. you will not be entitled to compensation from the Company in the form of additional days' holiday. This is in accordance with the provisions of Article 77 of the U.A.E. Labour Law.

- 5.18 If you suspect that your return to work will be delayed due to sickness whilst on annual leave, you should contact the Company and let them know, so that they can make plans to cope with your additional absence. Don't wait until you return to the U.A.E. to do this.

Entitlements to Flights and Booking Flights for Annual Leave

- 5.19 The company can give maximum of **AED 2,500** for each year of leave entitlement; therefore, in a year, the employee can avail for a two-way flight ticket. Corresponding receipts should be presented to Accounts for reimbursement.

Return Flights from Annual Leave

- 5.21 Please note that it is **your own responsibility** to return to work by the due date agreed with the Company. You are warned not to leave your return to the U.A.E. until the last possible flight. You must allow for delays, missed connections and rest before the time you are due back at work which, unless otherwise indicated, will always be 9 a.m. Excuses that the plane was delayed, or you were tired after a long journey, are not acceptable.

Returning from Annual Leave late

- 5.22 Be warned that it is a very serious offence to return from leave late, either taken locally or overseas, without having received prior permission, in writing. Normally, such an offence will result in instant dismissal. If you think you will be late returning, for any reason apart from sickness, you must have applied and received written permission at least ten (10) days before your original date of return.

Public Holidays

- 5.23 All permanently employed employees on the active payroll are entitled to certain public holidays on full pay.
- 5.24 The Company observes the holidays for the private sector as announced in the local newspaper.
- 5.25 Should any of the announced public holidays fall within your annual leave, they will be included as part of the annual leave.

Maternity Leave

- 5.26 Maternity leave of 45 days [as one, continuous period including weekends and public holidays] as per the U.A.E. Labour Law.

Time off in event of a family bereavement

- 5.26 In the event of death in the immediate family (defined as being husband/wife, children, parents, brothers and sisters) of a full time, permanent employee who has completed the probationary period, the entitlement is for maximum continuous seven (7) days time-off with full pay to attend the funeral, etc.
- 5.27 Any additional time off required at a later date for the same bereavement will be deducted from the annual leave entitlement.

5.28 This entitlement does not include the price of the air fare which must either be taken from leave entitlement or, if arranged by the Company, deducted from salary. However, in the event the employee is due for an annual leave air fare, the employee can avail this during this unfortunate situation.

5.29 The Company will do all it can to assist those who find themselves in this unfortunate situation.

Sick Leave or Medical Leave

5.30 Anyone can fall sick at any unexpected time
As per Article (82)-The employee must report to the employer any injuries or illnesses preventing him from working within a maximum period of two days.

5.31 **As per the Article (83)** – The employee is not entitled to any paid sick leave during the probation period. However, if an employee spends over three months after completion of the probationary period, the employee is entitled to sick leave not more than 90 days either continuous or intermittent per each year of service, computed as below:

- Full pay for the first 15 days
- Half pay for the next 30 days
- No pay for any following period

5.32 It should be noted that the employee should provide evidence of his illness warranting sick leave by an official medical certificate.

6.0 RESIGNATION, TERMINATION, AND RETIREMENT

6.1 When an employee leaves the Company, this can be either voluntary or involuntary.

Voluntary Termination of Employment

6.2 USATCOM™ desires continuity of personnel and values long time employees. The Company encourages all employees to discuss any situation that is of concern with their Department Manager prior to making the decision to leave the Company. Should an employee voluntarily choose to leave Universal Satcom, the Management will carefully review the reasons for such a decision.

7.3 You will be requested to submit a written notification of the decision to leave to your department Manager at least one (1) month prior to the desired last date of employment, or otherwise indicated in the contract between USATCOM™ and yourself.

6.4 The contents of the contract between the exiting employee and the Company will be studied to determine earned and pro-rata salary and benefits or deductions which are due up to and including the final day of employment.

Involuntary Termination of Employment

6.5 Termination notice may be given at any time to an employee going through a probationary period if he/she fails to successfully adapt to the position.

- 6.6 Notice pay in lieu of notice, or gratuity pay will not be given to employees terminated during the initial probationary period.
- 6.7 When an employee is placed in a new position due to promotion or transfer, he/she will go through a probationary period in this new position. Should he/she be unsuccessful in this position, all efforts will be made to reassign him/her elsewhere in the Company. Should this not be possible, this employee could be subject to involuntary termination and eligible for gratuity pay under the U.A.E. Labor Law conditions.

Reduction in Work Force or Layoff

- 6.8 USATCOM™ realizes that involuntary termination due to reductions in work force and layoffs places great hardship on those concerned. All regular full-time employees will receive gratuity pay according to the U.A.E. Labour Laws.
- 6.9 Should conditions change so that USATCOM™ is in a position to offer employment, consideration will be given to those former employees who had previously been involuntarily terminated.

"Just Cause" Termination

- 6.10 USATCOM™ requires that all employees comply with the fair and ethical policies and procedures which form the framework of the Company's operational activities. Discharge/disciplinary termination is viewed as an action of last resort.
- 6.11 Any decision to terminate an employee in such a situation will only be enacted after consideration is given to the case. All facts will be carefully evaluated, the results of disciplinary efforts evaluated, and the severity of the problem(s) will be taken into account. The decision to discharge an employee for a "just cause" reason must be approved by the Department Manager with the consent of the COO.

Leaving Certificate

- 6.12 All employees, upon leaving the Company, will be expected to complete a leaving certificate. This is simply a checklist to ensure that all necessary actions have been taken to ensure a smooth departure and that the employee is in receipt of all his/her dues and all Company property in the employee's possession returned. It is in the interests of the employee to ensure this certificate is fully completed.
- 6.13 Gratuity payments, any other benefits and outstanding salary dues will not be paid and the visa will not be cancelled until this certificate is completed and returned to HR.

Retirement

- 6.14 Retirement from USATCOM™ normally takes place during the month in which you reach the age of 60. Continuation in your job over the age of 60 will be subject to annual review based on your ability, health, etc. However, beyond the age of 60 there may be difficulties in renewing the residency visa and labour card for individuals. In this event it will no longer be possible for the individual to remain employed by USATCOM™.

7.0 BORROWING

Bank Loans and other forms of Borrowing

Bank Loans

- 7.1 The Company **does not** give loans to its employees.
- 7.2 Bank, who **do** give personal loans, car loans or other credit services, **will** normally request a salary certificate confirming the joining date of the employee, designation and gross monthly salary. Once signed and stamped by the Company, this is a legally binding document.
- 7.3 The Company will not be held liable for any consequences whatsoever of obtaining a loan, failure to repay a loan, or any other consequences that may arise after obtaining a bank loan.

Financial Health Warning!

You are warned to consider very seriously the implications of taking a bank loan. In the event that your services are terminated, or your salary reduced for any reason, then it is entirely your responsibility to settle the matter with the bank.

8.0 DRIVING AND VEHICLES

Company Vehicles

- 8.1 Employees who require transport in the process of carrying out their duties may be entitled to the use of a leased/rented car. Request for a leased/rented car is coursed through the HR.
- 8.2 Leased/rented car may only be used by an employee holding a valid U.A.E. driving license and copy of the driving license must be submitted to the rental car agency for their approval (due to insurance regulations).

Fines and Parking Tickets

- 8.3 You must pay your own fines for speeding, illegal parking fines, towing costs resulting from parking in areas where parking is prohibited, damage caused by persons who are not authorized to drive the leased card, and any penalties for infringement of traffic regulations.

Drinking and Driving

- 8.4 Driving while under the influence of alcohol, whether on or off duty, is strictly forbidden. It is classed as Gross Misconduct. Anyone caught and charged by the Police, or observed by a manager committing this offence, is liable to instant dismissal without terminal benefits.

Please note that most insurance companies will not cover you for accidents or incidents where it is proved that you have been drinking alcoholic beverages.

9.0 CAREER PLANNING

Appraisals

- 9.1 The management will review the performance of every employee, preferably once a year using the Company Appraisal Form and procedure.

The Objective of these assessments are:

- enhancement of the relationship between the department Manager and yourself.
- to ensure that you know the company's objective
- to provide you will feedback on your performance
- to obtain feedback from employees
- to set employee objective and targets
- to outline procedures and methods that allow employees to improve the performance
- To provide written documentation that will utilized during future employee career decisions i.e. promotions, transfers etc.

9.2 New employees with a probation period will be reviewed prior to the end of the normally 3 (months). You can then to retained reclassified or terminated. Employees that are reclassified will receive an appraisal after a predetermined length of time. This review will be responsibility of the Department Manager.

9.3 Special appraisal can be conducted for those employees whose performance is clearly outstanding or very unsatisfactory.

9.4 Your appraisal will be recorded in writing and you will be asked to sign your appraisal when it have been finalized. Please note that by signing you are only acknowledging that you have need it.

9.5 Completed appraisals will be kept in your record file, which is held secure. You will not be permitted to keep a copy but you will be entitle to examine your appraisal form at any reasonable time during working hours by contacting the HR Department

Promotions, Transfers, Recruitment and Selection.

Promotions

9.6 USATCOM™ believes in promoting from within the Company whenever possible and actively encourages employees to prepare themselves to career growth with and the USATCOM™ Company Job performance skill and expertise level, educational background seniority etc. are carefully weighed when considering an in-house promotion, USATCOM™ takes great care to match employees with positions, for which they are qualified and suited, which will benefits both the Company and you.

Transfers

9.7 On occasion, the Company for you may request to transfer to another USATCOM™ branch, office or department. Each case will be handled separately by creating a workable agreement that is in the best interest of both the company and the employees.

9.8 Temporary transfer to other USATCOM™ branches will be locked at on an individual basis.

Recruitment

9.9 The Company policy is to recruit and select from the following sources in order of priority.

- Internally
- Externally from contract of existing employees
- Externally, through company advertising
- Externally, through recruitment agencies

- 9.10 Vacancies will be identified by the management and will be advertised throughout the Company with the exception of positions requiring specialist local knowledge where it would not be appropriate for someone outside of the department or branch to apply. Vacancies will also appear on the Company's internet website.
- 9.11 When advertised, the timescale for interview, etc. and appointment will be indicated.
- 9.12 The necessary skills, knowledge, experience and qualification will be made known in any advertisement. Those considering applying should note that only applicants who closely match the requirements will be interviewed.

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Please note that there is not automatic right to an interview simply because of length of services or personal relationship. All applicants should ensure that they closely match the requirements to avoid disappointment and wasted time. In the interests of the Company and all the employees selection will be based entirely on suitability for the post.

.....

In addition, if there is some other reason known to the management why applicants regardless of their qualification, would be inappropriate for such a vacancy (such as a personality trait or disciplinary record), then the application may be rejected without further action.

New Job Roles

- 9.13 Periodically, the Company will restructure to improve its performance. This will often lead to new jobs being created. Where possible, the Company will always give preference to those employees who would otherwise be made redundant in filling those new positions (provided that they match up to the requirements of the job).
- 9.14 Unfortunately, it may be that some employees whose jobs have become redundant do not match up to the requirements of the new job rules. In such cases, every effort will be made to find employees alternative employment within the company. It may be necessary for people in the situation to accept a lower basic salary, allowance and benefits in accordance with the rate of their new position.
- 9.15 If no other vacancy can be found within the Company, regrettably there will be alternative to termination of services.

Selection

Applicants for vacancies advertised will be selected on the basis of:

- Knowledge
- Formal qualifications
- Skills
- Experience
- Aptitude (for developing in the new job role)
- Personality (for new job role)

In the Interest of business efficiency, no other factors will be taken into account

9.16 The selection process will normally to conducted as follows, for both Internal and external application received.

- a. Applicant should notify the HR Department of their intention to apply for the job.
- b. Internal applicants ,must received the approval and recommendation of their Department Manager prior to making the application.

Department Manager’s approval is necessary so that he is kept informed of your ambitions and development needs, so that he can plan his starting requirement also check that you closely match the criteria for the job. Applications which have not been approved by the Department Manager will be rejected. Note that Department Manager will be required to informs the HR Department of all application received with justification for those not approved for consideration.

- c. External applicant must complete an Application for Employment form.
- d. Matching of application against the job specification based on criteria at 9.16 above.
- e. A deadline will be set for receiving applications. Those received after the deadline will be rejected automatically unless there is strong supporting cash from the Department Manager.
- f. Selection of applicants for first interview who match the requirements will be made. Please note that unsuccessful applicants will not normally be notified individually.
- g. For internal applicants the Company will inform all staff by email or other notice that those not call forwarded interview have been unsuccessful. All Applicant will be treated in strictest confidence.
- h. After all first interview have been completed, a short list will be made.
- i. At this stage, ability, aptitude or personality test may be applied to assist in further selection.
- j. After any test have been applied and/or further information acquired concerning applicants, those on the short list considered most suited to the job will be invited for second interview. Those not considered suitable at this stage will be notified personally.
- k. After the second interview the election of the person for the job will normally be made. All unsuccessful applicants from the short list will be notified personally.
- l. The company at large will be notified of the appointment by general email or other notice.

10. PERSONAL CONDUCT

Company Tools and Property

- 10.1 Company property should not be remove from the Company facilities without notifying the manager of the department concerned and should always be returned, within the agreed time period.
- 10.2 Use of Company assets, for use to private purposes without authorization will normally lead to immediate termination of services.
- 10.3 Playing games on office personal computers and during office hours are strictly forbidden.

Telephones, Fax, Emails and Couriers Services

- 10.4 Office telephones, fax . emails and courier facilities are not formally to be used or private communication. If you do make any private calls, in an emergency for example, it is your responsibility to ensure that the charge for the call is deducted from your salary at the end of the month.
- 10.5 Local private telephone calls should be kept to minimum. As a guide you should not be making or receiving more than two (2) calls per day.
- 10.6 Care should be taken when making any international calls that you can fully justify the cost when possible always use some other means of communication such as e-mails or fax.

Using the Company Email System

- 10.7 You must understand that the Company Email system to facilitate our on going operation. As such it is an essential tool for the conduct of our business and its use for private purposes is strictly forbidden,
- 10.8 **Be cautious in using company email. Limit and use strictly for business purposes. Avoid sending unofficial greetings, anecdotes and other communication, which is not relevant in business. Also, you must carefully control the use of the company network. You must not send out greetings, jokes or any other message which is not direct relevance to the business of the company. In particular, you must carefully select who you send messages by minimizing the number of addresses as much as possible. Avoid to temptation to copy someone else in simply because to think the subject is of some remove relevance to them. You must always consider the question “ What is the addresses going to do with this information?” If the answer is nothing then don’t send it to them...you are just wasting network resources and cluttering up someone else’s desktop.**
- 10.9 Using the Company email system for private purposes will result in disciplinary action. Accessing or attempting to access, website displaying materials of an explicit or obscene nature using Company equipment and/or in Company time will result in instant dismissal,
- 10.10 You are responsible for the security of your Company internet account. Excuses that someone else must have used my password are not acceptable.
- 10.11 The loading of unauthorized software, such as screensavers or other junk from the internet is strictly forbidden and will result in disciplinary action.
- 10.12 If in doubt regarding any aspect of using the Company network or email facilities, always seek the advice of IT first.

Procedure for Personal Emergencies

- 10.13 If you encounter any emergency in dealing with local authorities or any other problems that requires assistance, the following person can contacted.

COO:

Ms. Reema Omari
email : reema@universalsatcom.com

Department Manager

(You should know the contact number of your Department Manager, if you fail to get through to any the above with appropriate time, contact the COO)

Attendance, Punctuality & Sickness

- 10.14 Your presence on the job is essential to properly to serve Company customers and to meet schedules and deadlines. You are expect to arrive before the formal commencement of the working days and to be ready to start working promptly at the working hours published.
- 10.15 If, for any reason you are late, absent, you must notify your Department Manager and the Administration Officer prior of the schedule time for starting work, or as soon as possible thereafter. If you have difficulty contacting your Department Manager, then call HR Department it is not sufficient to tell the Receptionist or whoever to pass on a message.
- 10.16 If, for you are sick then you should ensure that your manager is informed before normal commencement time of work. Day of sickness will be recorded and if they become excessive you will interviewed to determine the reasons.
- 10.17 If you are sick for longer than two(2) days at any one time you must produce a doctors certificate stating how long you to be excused from attending for work for reason of illness.
- 10.18 It is Company policy that any employee absent for longer than two (2) days due to sickness will be contacted by the HR Department to as certain what support or assistance may be required. In cases of absence for sickness reasons of longer than seven (7) days the HR Department and/or Department Manager will make a visit to see how the employee is coping.
- 10.19 In case of continued excessive absences due to sickness, the Company reserves the right to take any action it deems fit to ensure the continue operational efficiency of and effectiveness of the business including, as a final resort, dismissal and replacement. You should note that the Company will abide strictly by the UAE Labour Law in dealing with case of excessive absences fro whatever the reasons

Confidential Information

- 10.20 You may have access to information that should be treated in confidential manner and kept secure. The Company expects you to exercise sound judgment and discretion in dealing with such information.

Conflict of Interest

- 10.21 You are expected to maintain the highest standards of honesty, integrity, impartiality and conduct to avoid situation that could create or lead to conflict of interest.

Outside Employment

- 10.22 All full time, permanent employee of USATCOM™ are expected to make their employment with the Company their sole occupational interest. You should not engage in outside employment that could interfere with the time and attention to your duties at USATCOM™ or which adversely affects that quality of work you perform.
- 10.23 Before engaging in any outside employment of any nature, you must discuss this with your Department Manager and where applicable, General Manager.

- 10.24 To work for another agency, whoever it may be dining Company time will be considered a matter of gross misconduct. In such cases the penalty normally be instant termination of services.

Personal Appearance

- 10.25 Every employee should present a clean, neat and well groomed professional appearance. The dress code is as follows:

Men

- Shirt (conservative colour) short or long sleeves
- Trousers (Not Jeans)
- Shoes and sock (Shoes to be polished – no rubber shoes and open sandals at any time)

Women

- Blouse or jacket
- Trousers or Skirt
- National dress

- 10.26 On Thursday only relaxed dress may be worn This means:

Men

- Slacks/jeans, rather formal trousers
- Checked or patterned shirts may be worn
- Shoes or boots, rubber shoes, no sandals or flip-flops

Women

- Jeans/Capri pants
- Informal blouse/dresses
- Trousers

- 10.27 Beach wear and sandals are not to be worn in the company premises at any time.

Body Odour

- 10.28 We work in a climate where unfortunately, we can at times sweat profusely. It is a sad fact that some people sweat more than most. The results can often be unpleasant for others in the Company such individuals. Mostly, the offending individual will be unaware of the unpleasant odour he or she emits. This is obviously very important to correct for anyone working in close proximity to other employees and especially those in contact with customers. You can minimize the possibility of your own body odour becoming noticed by bathing regularly and using an appropriate deodorant.

Toilets/Kitchen Cleanliness

- 10.29 Please help to keep toilets/kitchen clean and healthy. Ensure that waste paper is properly disposed of and not left on the floor. Ensure that toilets are flushed properly and is clean as you would like to find them. Ensure all the cups, mugs, and other utensils are properly washed and in proper places.

Doing Your Job

- 10.30 You shall carry out your task to the best of your ability and knowledge including those duties that although not directly related to the job on hand, have an impact on the overall performance and image of the Company. You must at all time cooperate with colleagues and superiors
- 10.31 If you have disagreement with a colleague keep cool and sort it our in private, behind closed doors. Whatever you do, you must ensure that any disagreement never reaches the ears of a customer or anyone else in public area.
- 10.32 The managers of the Company will take a very tough line with those caught having argument in public regardless of who it with, who is right or wrong and what the subject may be.

Drugs

- 10.33 With respect for the local laws and culture and the knowledge that alcohol and/or drug abuse can significantly affect the safety of the public and employees, impair the integrity of the Company's services, decrease employee productivity and effectiveness, USATCOM is committed to the maintenance of drug free environment.
- 10.34 Considering the above the possession, use purchase, sale manufacture, transfer, or state of being under the influence of any inhalant or illegal drug (any drug which is not legally obtainable or which is legally obtainable but has not been legally obtained) or being impaired by the use of alcohol, by any employee performing USATCOM business whether in or out of the Company's facilities, which may impair job performance, will result in disciplinary action and possible termination of services. Please note that the Company will automatically hand over such cases of abuse to the Police to deal with.

You should note that in this part of the world many insurance companies will not cover you for accidents or incidents whether driving or not, where it is proved that you have been drinking alcoholic beverages or are under the influence of drugs, even if medically prescribed

Smoking

- 10.35 Smoking is not permitted in the Dubai Office Room. There is designated smoking places.

Practical Jokes

- 10.36 Practical Jokes in the workplace, which may result in discomfort or inconvenience for an individual or group are strictly forbidden. You are at work for the conduct of the Company Business and whilst every effort should be made for work to be enjoyable and fun, nothing should detract from the purpose for which we are all there.

11.0 SAFETY

Safety Policy Statement

- 11.1 USATCOM strives to provide a safe and healthful environment for the employees. The Company takes pro active steps to ensure that the employees are aware of the follow good safety procedures. The Company and the employees will adhere to all Company and local laws and regulations that control and protect work environments.
- 11.2 USATCOM aims to maintain a safe, orderly, hazard free and healthful environment by correcting dangerous actions or situations when encountered. Each employee is required to assist the Company in these effort, You will pay special attention to your own and other persons safety and take whatever steps are necessary to achieve the safest possible working conditions.
- 11.3 It is the responsibility of every employee to respect the Company safety policy, used common sense when performing their daily work assignments, be they on Company grounds or in customer owned facilities.
- 11.4 Should work be performed off Company property. It is your responsibility to identify and comply with any safety regulations these non-company sites, in addition to the guidelines outlined elsewhere in this hard work and in other company rules and regulations.
- 11.5 The Company reserves the right not to accept responsibility for the actions of individuals who ignore safety instructions which are in contravention of such instructions where it is reasonable to effect the individuals to have prior knowledge of such instruction through their professional qualification and/or experienced.

General Safety Guidelines

- 11.6 It is strictly prohibited to be in possession of use, purchase, sell manufacture, transfer or be under the influence of any inhalant, illegal drug or be impaired by the use of alcohol, while performing USATCOM business whether or out of USATCOM facilities. To be judged by any member of the management USATCOM of any government agency as being in such a state will result in instant dismissal from service of the Company and your residence visa will be immediately revoked.
- 11.7 Dress appropriately for the task to be performed.
- 11.8 Utilize only those tools and equipment that are in good conditions and suitable to the task to be performed.
- 11.9 When the job required you to work with machinery and equipment, be certain that you are authorized use it and that you have property trained to use it.
- 11.10 Never operate or use defective machinery or equipment. Report such as unsafe and a potential hazard.
- 11.11 Keep your work area clean, safe, organized and hazard free.
- 11.12 Keep all areas free from potential hazards, electrical wires, boxes, skids, tools, equipment, spilled liquids etc.
- 11.13 Be aware of the location of fire extinguishers and emergency exits.
- 11.14 Note where the First Aids Kit is kept!

- 11.15 Smoke only in designated areas.
- 11.16 When working in a new or unfamiliar environment, identify all confined areas and determine whether they have been verified as hazard free. Take proper precaution and always be aware of your surroundings.
- 11.17 When prudent, utilize air hoses, safety harmless rubber mats and similar safety equipment.
- 11.18 When going into a tank or enclosed area, always be certain that the area is certified as gas free by a recognized authority. Always have another individual serve as a person, to guard the entrance. Be certain to take a hammer with you to signal in signal in case of emergency.
- 11.9 Do not use mobile phones in petrol stations, or in the vicinity of fuel. There is serious risk of ignition either through a spark or high frequency radio waves.

Immediately report all job related injuries and accidents as soon as possible.

^^
NEVER COMPROMISE ON SAFETY!
 .^^

12.0 Fire Drill

In the Event of Fire !

- 12.1 All employees are to make themselves with the nearest exit from the building.
- 12.2 All employees are to make themselves aware of the locations of fire extinguishers, particular those nearest their own place of work. If you observe a fire and you are near an extinguisher have one quick effort at putting it out...
- 12.3 Shout FIRE! FIRE! FIRE! and get out of the building immediately. Do not stop to pick anything up or take anything with you
- 12.4 No attempt is to be made to call the fire brigade from inside the building. This to be done by mobile phone.
- 12.5 Go to the main entrance of your building and assemble there, staying well away from the building.
- 12.6 The Receptionist is to ensure that all visitors or customer are accounted for.
- 12.7 Department Manager will take a headcount to establish if anyone is missing and report the Chief Executive Officer or senior manager present.
- 12.8 Once outside the building, no one is to re- enter without permission on the senior manager present who will always seek the advice of the Fire Services.



DISCIPLINARY PROCEDURES

1.0 INTRODUCTION

It is the policy of the Company to protect its business interests, including the general welfare and future prosperity of all its employees. As such the procedure detailed below serve as a guide to managers (those charged with ensuring the wellbeing of the Company and its staff members) and when adopted, will be matter of last resort having exhausted alternative courses of action. However, in order to protect the interests of other members of the Company, managers shall not hesitate to use the provisions of this procedures to deal with individual disciplinary issued when necessary.

2.0 OBJECTIVE

It is the Company's intention that these disciplinary procedure be used to constructively meet the following objectives:

- 2.1 To ensure fairness in dealing with performance improvement and breach of codes of conduct matters.
- 2.2 To remind all employees (Managers and staff) of the accepted standards of work and the conduct required.
- 2.3 To give all employees the opportunity of remedying weakness in performance and conduct.
- 2.4 To deal with performance and conduct matters at the most junior practicable level and the shortest timescale. This is in the interests of both the employee and the Company.

3.0 SCOPE

This procedure covers all those employee by USATCOM (managers and staff, including those employee on part time or temporary basis) in the event of any of the following circumstances.

- 3.1 Where breaches of Company policy and codes of conduct occur.
- 3.2 Where misconduct occurs, whether minor or serious
- 3.3 Where an employee repeats an offence for which he/she has previously been warned
- 3.4 Where an employee consistently fail to reach expected levels of performance in his/her job role despite being given the appropriate training and support.
- 3.5 Where a manager of USATCOM misconduct in one of his/her employees, (knowledge, or partial knowledge, of misconduct with no appropriate intervention is deemed to be condoning such an act).
- 3.6 Where an employee is in breach of health and safety regulations or any other statutory regulations.
- 3.7 Where an employee infringes labour or visa regulations

4.0 COUNSELING

- 4.1 When an employee's conduct or performance give cause for concern, in many cases, the right word at the right time and in the right way may be all that is needed and will often be a more satisfactory method of dealing with a breach of discipline than a more formal warning.
- 4.2 Counseling should take place between the offending employees and the Department Manager in manner that encourages the employee to openly discuss reason for the misconduct to run acceptable performance. The aim should be to resolve the problem and not punish the employee. However the employees should be informed that this counseling meeting will be recorded on the employees file (held by HR) when appropriate.
- 4.3 Should the conduct or weakness in performance continue to give cause for concern the employee will advised that failure to reach an acceptable level (Of conduct or performance) may result in the formal procedure being used.
- 4.4 It is recognized that certain issues are considered to be of too serious a nature to be resolved by counseling only. In such cases formal action may be taken without the employee having been previously counseled. For example, any offense classed as Gross Misconduct, or offences such as serious customer complaint or serious negligence.

5.0 FORMAL STAGES

5.1 Stage1 – Verbal Warning

- If conduct of performance does not meet acceptable standards, the Department Manager, following consultation with HR may ask the employee to attend meeting to give his/her defense to the allegation. It is the duty of the HR representative (who will also attend) to ensure that the employee is given adequate opportunity to state his/her case at sufficient facts have been gathered to support to allegation find that the meeting is conducted in a professional manner. The HR representative will ensure that brief details of the meeting including the allegation and employee's response are recorded on the individual's personal file.

5.2 Stage 2 – Writing Warning

- The Department Manager consultation with HR will ask the employee to attend a meeting to give his/her defense to the allegation. (It is assigned that the department Manager will have previously advised the employee verbally of the main reasons why his/her behavior is unacceptable). If this does not prove to the satisfactory the employee will be given a Written Warning by the Department Manager verbally at the meeting and confirmed in writing to the employee within 7 days stating the reason for the warning
 - a. The level i.e. Written Warning
 - b. The performance/conduct improvement required and the timescale
 - c. Any assistance, if relevant, the Company will provide to assist the employee in rectifying the problem.
 - d. The consequent of failure to rectify the problem
 - e. Some offences may, due to their serious nature, result in Written Warning without a preceding Verbal Warning.

5.3 Stage 3 – Final Written Warning

- A Final Written Warning may be given where:
 - a. The employee has received a Written Warning and failed to rectify his/her problem in the timescale set.
 - b. The offence is considered to be such serious nature that a Verbal Warning and Written Warning are deemed to be overly lenient. The Final Written Warning will follow the same format as for the Written Warning (See item 5.2 above)

5.4 Stage 4 – Disciplinary Hearing

- a. Before a Final Written Warning is given, the offending employee/s Department Manager should consult with HR. HR will then formally request in writing. that the employees attends a Disciplinary Hearing. This hearing will be conducted by the employee/s Department Manager and another Senior Manager.
- b. The HR Manager will also be in attendance to ensure that these Disciplinary Procedures are adhered to appropriate records are kept and that the employee is given every opportunity to defend his/her case.
- c. The employee may call upon one other colleague (Company employee) not related in any way to the incident(s) which initiated the disciplinary action to be in attendance at the Hearing for assistance/support if he/she feels this would be helpful.
- d. HR will ensure that the length of satisfactory service and length of good performance since any previous offence is taken into account, If relevant
- e. At the close of the Hearing the Department Manager, a Senior Manager and the HR Manager will agree the outcome and communicate this to the employee following this up in writing within 7 calendar days.

5.5 Stage 5 - Dismissal

- a. If, following a Final Written warning conduct or performance is still unsatisfactory dismissal will normally result. For this it take effect the employee Department Manager must consult with the Senior Manager and HR before HR required the employee attend further disciplinary Hearing.
- b. This Hearing should be conducted in the same way as described above (item 5.4)
- c. If after the (Second) Disciplinary Hearing, it is agreed that dismissal should take place, HR will arrange for the Department Manager to inform the employee of the final decision verbally and in writing i.e. the employee should be given his/her written dismissal notice during the interview.
- d. HR will be responsible for liaison with Security and ensuring that the dismissed employee leaves, the Company premises as quickly as possible, having first handed over any keys, cards of equipment belonging to the company and having removed any personal possessions.
- e. An employee dismissed through this procedure will receive his/her contractual or statutory notice pay, whenever is the greater.
- f. HR will ensure that other employee are notified of the departure of the dismissed employee by written notice within 7 days of final departure from the Company premises. Normally, such a notice should simply state that the individual has left the Company and not give information as to the reason, which should remain confidential between Company employee involved and the offending employee.

5.6 Gross Misconduct

- If an employee commits an offence which is of such a serious nature as to require that employee's employment to be terminated without the issuing of any prior warning this will be classed as Gross Misconduct. The following list, which only gives some examples, should be used as a basis for determining what constitutes Gross Misconduct.
 - a. Theft, dishonesty, fraud, falsification of records, expense or overtime claims Causing additional expenditure for the Company for personal gain (e.g. unnecessary overtime) or due to negligence.
 - b. Willful breach of safety/security regulations of policies.
 - c. Fighting, assault or abuse of another personal (This may include verbal in exceptional circumstances)
 - d. Use of non-prescribed drugs or alcohol to a level that impairs the individuals ability to carry out his/her duties as determined by his/her supervisor or any other manager.
 - e. Improper or unauthorized use of Company vehicles or equipment
 - f. Sexual or racial harassment or discrimination.
 - g. Any act which brings the Company into disrepute.
 - h. Failure to carry out a reasonable instruction from a manager. A reasonable instruction may be defined as one relating directly to Company business and/or the safety and welfare of Company employees, including the individual him/herself.
 - i. Condoning any of the above by the employee manager (Knowledge or partial knowledge of gross misconduct with no appropriate intervention is deemed to be condoning such an act.
- 5.7 In the event of an allegation of Gross Misconduct against an employee the same (final) disciplinary hearing process as described previously will be followed. An employee dismissed for Gross Misconduct will not receive any termination payment notice pay, payment in lieu of holiday not taken or gratuity. This is in accordance with Federal Law no.8 of the U.A.E Labour Law.

Suspension

- 5.8 Where appropriate in order to allow a full and thorough investigation to take place and/or to temporarily remove an employee from the job the manager of the department may, in consultation with HR, authorize, the suspension of an employee. The COO should normally be kept informed before such a step is take.
- 5.9 Suspension will initially be for a period of 7 days and be confirmed in writing to the employee will in 24 hrs. This suspension period may be extended if required which must again be confirmed in writing to the employee. During suspension the employee will not receive his/her normal salary. If following the investigation the employee has no proven case to answer, the normal salary will be paid.
- 5.1 The management in consultation with HR, reserves the right to put an employee on suspension without pay depending upon the nature of the offence, particularity when the employee alleged to have committed Gross Misconduct.
- 5.11 Suspension may be stopped immediately by any of the mangers involved it evidence is produced that no fault can possible be attributed to the employee.

6.0 APPEALS

- 6.1 An employee who wishes to appeal the decision at either Final Written Warning or Dismissal stages may do so in writing within 7 days of receipt of the letter confirming the decision).
- 6.2 When a manager receives an appeal letter he/she will immediately inform HR and Senior Manager so that an Appeal Hearing may be set up to listen to the employee's appeal in full.
- 6.3 The employee may request that a colleague or friend is also an employee of the Company attend the Appeal Hearing.
- 6.4 The Appeal Panel will comprise of the Senior Manager and the HR Manager. The outcome of the employee's appeal will be given verbally at the hearing if possible and, in any event, communicated in writing at the earliest opportunity and certainly within 7 days of the Appeal Hearing
- 6.5 The decision of the Appeal Panel will be subject to confirmation by the COO. Once confirmed by the COO, the decision of the Appeal Panel is final.
- 6.6 Should the employee still regard the final decision as unfair for any reason and wish to take further action from the U.A.E Ministry of Labour and Social Affairs, he/she should ascertain that the Company is kept informed of any actions they take of this nature, in accordance with the provisions of the UAE Labour Law.

7.0 TERMINATION WITH NOTICE

It should be noted that, in accordance with UAE Labour Law and the terms and conditions of employment, the Company may terminate the services of any employee at any time where trust between the two parties is considered to have irretrievably broken down. Under these circumstances, the employee remains eligible for all end of services benefits and entitlement, including the full notice period.. The Company may reserve the right to instruct the employee not to attend their normal place of work during the notice period.

This procedure is especially applicable where evidence relating to alleged offences is circumstantial or where some element of double exists, but in the interests of the business, it is desirable to dispense with the services of the employee.

8.0 INVOLVING THE POLICE OR OTHER GOVERNMENT AGENCIES

The management of the Company will be negligent in its duty if it fails to take all necessary steps to ensure the safety and well being of Company employees customers, possessions and premises. Management must also ensure that the Company is not hindered in any ways in carrying out its day to day business activities. In exceptional circumstances it may be necessary to call upon the support of the civil police. Guidelines for this are as follows:

- 8.1 Under normal circumstances, no referral to the Police or any other Government Agency should be made until all Company disciplinary procedures have been concluded.
- 8.2 If the CEO (in his absence, his appointed deputy or exceptionally, the senior manager in station) decides that a criminal offence may have occurred (e.g. theft or fraud), he may refer the matter to

the Police but only after exhausting all Company procedures. This is to ensure that all relevant facts are fully obtained first and to minimize the possibility of causing embarrassment to the company and its employees, possibly through legal action. If necessary and if time permits, the advice of the Company Lawyer should be sought before referral to the Police.

- 8.3 It may necessary to call the Police to assist our own security personnel to remove an individual, or individuals, from the Company premises. This will only be done where the safety and security of Company employees, customers, equipment and premises are considered to be risk by the senior person present or to ensure that the Company can continue with its normal, daily business activities. In such cases the Police are only to be advised that the individual (or individuals) are causing a disturbance and that the Company wishes them to be remove from the premises. No other complaints are to be made until the Company has conducted is own full and thorough investigation in line with procedures detailed above.

9.0 SOME BASIC PRINCIPLES

- 9.1 These formal disciplinary Procedures should be considered as a last resort and not substitute for day-to-day communication between manager and employee in effort to improve performance or conduct.
- 9.2 The procedure, if appropriate should be followed as soon as possible after the offence has been discovered. The investigation and conclusion of the matter should be completed as quickly as possible. As general guideline, at least within one month.
- 9.3 When an action has been taken against an employee for one type of offence has and then he/she commits a different, unrelated offence, the previous offence will only be taken into consideration if a pattern is forming that indicates overall misconduct or performance difficulties.
- 9.4 At least formal stage of the procedure a full investigation by the Department Manager and, where appropriate other managers must take place prior to a decision being made to request that the employee attends a Disciplinary Hearing.
- 9.5 At the Disciplinary Hearing the employee must be given a full and fair opportunity to defend his/her case. In addition, hard factual evidence must be supplied by the Department Manager in support of the case against the employee and this evidence must be given or communicated to the employee prior to the hearing so that he/she is able to consider the evidence and have time to prepare a response.
- 9.6 In order to ensure a fair outcome to any investigation and the Hearing stages of the procedure, those involved in making the decisions must not pre-judge the case.
- a. All employee are to be made aware of the procedure (including new employee at induction) so that they appreciate how performance and conduct difficulties will be deal with.
 - b. The Company strongly advise that you exhaust all the necessary steps stipulated in this Grievance Procedure to resolve the case internally before referring it to the Ministry of Labour and Social Affairs.
 - c. Please note that it is your obligation to inform any Company representatives of your actions in case you decide to refer the grievance to the Ministry of Labour and Social Affairs, in accordance with the provisions of the U.A.E. Labour Law.

EMPLOYEE GRIEVANCE PROCEDURES

1.0 INTRODUCTION

It is emphasized that this procedure is intended to protect the interest of USATCOM including the general welfare and future prosperity of all its employees. As such This procedure serve as a guide to the manager and staff and when adopted will be a matter of last resort having exhausted all other possible alternative of action.

2.0 PURPOSE

It is the Company Intention that the Employee Grievance Procedure be used to constructively most the following objective.

- 2.1 To operate the fair and equitable system of dealing with grievances.
- 2.2 To ensure that grievances are taken seriously and deal with a professional manner.
- 2.3 To give all employees the opportunity to resolve individual differences in the shortest timescale

3.0 SCOPE

- 3.1 This procedure covers all those employee by USATCOM (managers and staff including those employed on a part time or temporary basis) In the event of any of the following circumstances:
- 3.2 Where an employee wishes to raise an issue concerning his/her terms and conditions of employment,
- 3.3 Where an employee wishes to raise an issue concerning any aspect or his/her individuals working relationships within the company.
- 3.4 Where an employee is concerned regarding his/her individual working conditions or working situation

4.0 INFORMAL STAGE

As with the Disciplinary Procedure, the Company wishes to encourage all employees to attempt to resolve all issues in an informal manner, rather than to formalizing the complaint as follows:

- 4.1 An employee must discuss a work-related grievance with his/her Department Manager face-to-face in the first instance.
- 4.2 The Department Manager will listen to the grievance, making sure that all relevant facts are available, and will make a prompt decision on the matter, giving the employee a reasoned answer concerning the grievances
- 4.3 It is expected that most grievance will be resolved in this way, but the formal procedure detailed below will apply if the grievance cannot be dealt with in this informal manner.

Note: In the event that the complaint involves the Department Manager, the employee may feel it is not appropriate to discuss the matter with him/her. In this event the employee should seek advice from HR and be guided by them in resolving the issue, it is the responsibility of HR to ensure the complaint is fairly and promptly dealt with, on behalf of the employee.

FORMAL PROCEDURE

5.1 General Principles

- a. Those responsible under the terms of the grievance procedure will fully investigate the facts of the case in order that all circumstances are understood prior to making a judgment
- b. An HR representative will be involved in each of the formal stages to ensure that the actions and outcomes are in line with the procedure and recorded. It is the responsibility of HR to advise and ensure that all parties involved adhere to the procedure.
- c. For each formal stage a Hearing should be held before any judgment is made, and the individual with the grievance must be allowed to put his/her case across personally at the Hearing)

5.2 Stage 2 – Formal Notice

- a. If the employee believes that the grievance has not been satisfactorily resolved at the informal stage, he/she may refer it in writing within 1 week to their Department Manager.
- b. The Department Manager will fully investigate the facts of the case and conduct a formal hearing before giving the employee a reasoned answer face to face within 14 days of receipt of the employee's written grievance.
- c. The Department Manager will conform the response of the hearing in writing to the employee within 7 days of the date of the hearing.

5.3 Stage 2 – Final Action

- a. If an employee believes that the grievance has not been satisfactorily resolved after the first, formal Hearing, he/she may refer it in writing to the COO. The COO will inform the Department Manager and HR of receipt and he will arrange for a further Hearing.
- b. A further (second) Hearing will be held but in Addition to the Department Manager, The COO (or his appointed deputy) will be present.
- c. The judgment of this second hearing will be final.
- d. Should the employee remain unsatisfied with this final judgment, then he/she should be referred to the Ministry of Labour and Social Affairs by the Department Manager. The Department Manager will emphasize to the employee the need for the Company to be kept informed of any actions they take of this nature, in accordance with the provision of the U.A.E Labour Law.

The Company strongly advises that you exhaust all the necessary steps stipulated in this Grievance Procedure to resolve the case internally before referring it to the Ministry of Labour and Social Affairs.

Please note that it is your obligation to inform any Company representatives of your actions in case you decide to refer the grievance to the Ministry of Labour and Social Affairs, in accordance with the provision of the U.A.E Labour Law.

ACKNOWLEDGEMENT RECEIPT EMPLOYEE HANDBOOK

I acknowledge that I have received a copy of UNIVERSAL SATCOM Employee Handbook
Dated _____.

I understand that the working conditions, policies, procedures, appeal processes, and benefits described in this handbook are confidential and may not be distributed in any way nor discussed with anyone who is not an employee of Universal Satcom. I will act in accordance with these policies and procedures as a condition of my employment with Universal Satcom

Finally, I understand that the contents of this employee handbook are simply policies and guidelines, not a contract or implied contract with employees.

The contents of the employee handbook may change at any time

Please read this Handbook and these employee Standards of Conduct carefully to understand these conditions of employment before you sign this document.

MEG RYAN DIAZ

Print Name

Signature

Date