ROBISEARCH LTD
SOFTWARE SOLUTIONS

CONFIDENTIAL

20/11/2024

Mary Mwikali Mbiti

ID No. 30427854

marykikihi@gmail.com

Dear MARY MWIKALI MBITI

RE: EMPLOYMENT CONTRACT

You are hereby offered employment on a contract basis as **SALES and TELESALES** and the terms of your employment will be subject to the following provisions:

1. EMPLOYMENT DATE

Your employment date is **20 NOVEMBER 2024**. You have been offered employment contract for 3 months with monthly evaluation. After this three months' probation a review will be done and based on your performance out come and agreement between the parties that will be done thereafter, company will be ready to award you contract 1 Year contract renewable annually. You are required to report to the office starting **20/11/2024 and give your best at all times.**

REMUNERATION

You will be paid a gross consolidated salary of **Ksh 50,000** per month.

Commissions
2%-applicable when you hit 80% of your target (Kshs 1. 500,000) in terms of profits.
5% -on anything on top of your target until 2,999,999
10%-on anything on top of your target if you reach 3000,000 and above million sales.
(If you double your sales and above)

2. DUTIES

Reporting to the **HOD BUSINESS DEVELOPMENT** your duties will be specified from time to time by the Company and shall include but not be limited to the following:

- ✓ Call at least 100 potential customers and convert at least 40% of them.
- ✓ Closing your deals of at least 2 deals per day. This may happen over the phone but physical model is encouraged, with the potential client's daily
- ✓ Following up daily on possible deals and closing deals with clients.

- ✓ Recruitment of New agents /Resellers will be done rotationally among the sales team
- ✓ Make sales profit worth Kshs. 1,500,000 per month as your salary target of which if you exceed your target a commission of the terms stated in 3 (b) will be applicable. Sales target shall be reviewed within the first 3-month period.
- ✓ Have at least 4 innovations every month
- ✓ Attend all company events and conferences as per stipulated timetables
- ✓ Identify business opportunities by identifying prospects and evaluating their position in the industry: researching and analyzing sales options.
- ✓ Sell products by establishing contact and developing relationships with the prospects; recommending solutions.
- ✓ Maintain relationships with clients by providing support, information, and guidance; researching and recommending new opportunities; recommending profit and service improvements.
- ✓ Compiling and distributing financial and statistical information.
- ✓ Identifying product improvements or new products by remaining current on industry trends, market activities, and competitors.
- ✓ Maintaining quality service by establishing and enforcing organizational standards.
- ✓ Maintaining professional and technical knowledge by attending educational workshops; reviewing professional publications; establishing personal networks; benchmarking state-of-the-art practices; and participating in professional studies.
- ✓ Contributing to team effort by accomplishing related results as needed.
- ✓ Adhere to the Data Protection Policy about the confidentiality of customer details.
- ✓ Conduct demos, client training, and follow-ups.
- ✓ Understand and adhere to the escalation process
- ✓ Conducting research and analyzing data to identify and define audiences
- ✓ Devising and presenting ideas and strategies
- ✓ Promotional activities
- ✓ Attending events and product exhibitions
- ✓ Updating databases and using a customer relationship management (CRM)
- ✓ Any other role assigned

3. **MONTHLY EXPECTATIONS/ CORE TASKS**

1. SALES PROFIT TARGET: 1,500,000(Failure to reaching your targets there will be a roll over to the following month on your target)
2. DEALS/FOLLOW UPS: 2000
3. TASKS;100
4. INNOVATION: 4/4
5. Research:2 /2
6. Physical marketing:4/4
7. Demo: 4/4

5 WORKING HOURS

Your normal working hours of each week will be from:

8.00 a.m. to 1.00 p.m. and from 2.00 p.m. to 5.00 p.m. (Monday to Friday) and 9.00 a.m. to 2.00 p.m. on Saturday

However, due to the nature of your work and through discussion with your H.O.D., you may be required to work on flexible hours provided that clients are not inconvenienced and that you meet the daily and weekly targets as per clause.

Please note that company can always appoint you for any leadership within the employment period based on your performance.

You will also be required to attend events as per the schedule given by your supervisor.
(3). Failure to meet your monthly targets will have the target roll over to the following month. Also, the provision on the company policy on not meeting targets applies.

6. ANNUAL LEAVE

You will be entitled to 21 days paid leave in a year which will accrue at the rate of one and three quarter days (1.75) for each completed month of service after **3months probation period.** In addition, you will be entitled to all Gazetted Public Holidays.

You may take your leave only at such time or times as is convenient to the Company and you must give the Company a minimum of one (1) week written notice that you require leave.

7. ABSENCE FROM WORK

If you are absent from work due to ill health, you must produce a Doctor's Certificate. Failure to produce a Doctor's Certificate as required by the Company may result in loss of pay for the period you have been absent.

8. TERMINATION OF EMPLOYMENT

Subject to Clause (c) hereof your employment may be terminated:

a) By the Company giving you one month's notice in writing of intention to terminate employment or payment of one month's notice salary in lieu by the Company.

b) You cannot resign from the role in the 3-month probation period. If you may want to resign from this office after your probation, you must give the company **7-day** notice in writing of the desire to do so, and failure to do so, you shall pay the company damages incurred as well as salary for the period remaining for your contract to end e. g if your contract was to end in December and you exit without one-month notice in October (You shall pay for those two months and any other damages incurred). However, we recommend to always talk to us before you make such a decision, and try to discuss it with HOD/HR/Director to try to reach an amicable solution.

c) Employment may be terminated by the Company at any time and without notice or payment in lieu of notice if:

- Fail the integrity test.
- You are guilty of serious or persistent misconduct. e.g. Incitement

- You commit a breach of any of the provisions hereof or of any of the regulations of the Company. e. g conducting any business outside the company

- You refuse or fail to comply with any lawful order given to you by the Company.
- You exhibit continuous or persistent neglect of duty. e.g. Insubordination

- Inability to deliver and measure up to the performance expectations and consistently missing set targets.
- You are guilty of a criminal offense and sentenced to a term of imprisonment.

- You are adjudicated bankrupt.

9. STANDING ORDERS

You shall acquaint yourself with and abide by all laws, by-laws, regulations, and rules relating to your work that may be promulgated by the Company and or Government or any other competent civil authority.

10. CONFIDENTIALITY AND NON DISCLOSURES

You shall not under or in any circumstances or at any time whether during the continuance or after the termination of your service hereunder impart any information regarding the business or affairs of the Company or of any of its associated companies or any other information relating to its activities to any person, firm, company or other body except under the direction and with the consent of the Company or in so far as may be required by a Court of competent jurisdiction. Furthermore, on leaving the service of the Company you shall not without the prior consent of the Company, take with you any books or documents or copies thereof and any information in any other form about the business or affairs of the Company.

11. DEVOTION

You shall devote the whole of your time and attention to the business of the Company and you will not without the consent of the Company engage in any other business which would conflict with your duties as stipulated in clause three (3).

The employment is subject to provisions and requirements of the company's HR manual and the Code of Conduct. This contract read together with the company's HR Manual and any other policies, procedures, codes, and regulations, as amended from time to time, constitutes the whole employment agreement between you and the company. You undertake to immediately acquaint yourself with the contents thereof.

The agreement arising from your acceptance of this offer letter and the terms and conditions stated in the preceding paragraphs above shall be governed by and construed by the Laws of Kenya.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be conclusively resolved through binding arbitration under the Arbitration Act, Cap 49 Laws of Kenya (Act No. 4 of 1995). Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorney fees unless the arbitration award specifically provides otherwise.

By accepting this offer, you agree that throughout your employment, you will observe all policies and practices governing the conduct of our business and employees

If you agree to the above terms, please sign both copies of this letter and return them to us. One copy of this letter will be handed back to you.

Yours faithfully,
HUMAN RESOURCE

ROBISEARCH LTD.

If the above terms and conditions are agreeable to you, kindly acknowledge by signing the duplicate of this copy and return it to the **Human Resources Manager**

Name **Mary Mwikali Mbiti**

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ID No. ……. Signature…….. Date…….

Company Advocate…….

Date…….

Signature.....…….…….….....