




<b>EMPLOYEE HANDBOOK</b>			<b>Document Number</b> <b>IES-HRD-060002</b>	
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	<b>HUMAN RESOURCES DEPARTMENT</b>			
	<b>INTERNATIONAL ENERGY SERVICES LIMITED</b>			

# EMPLOYEE HANDBOOK

						
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## **APPENDIX I - EMPLOYEE CONFIDENTIALITY & NON-COMPETE DECLARATION**

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## 1.0 INTRODUCTION

Being in a 100% service industry, our most important asset is our people with the knowledge and experience they possess coupled with their integrity and reliability.

Our stock-in-trade is our expertise and the services we render. Clients utilize our services because we can be trusted and relied upon.

This Handbook contains statements of Employee policies and procedures to be followed by all employees. It is to serve as a permanent reference and working guide in the day-to-day management of the Company.

These written policies should increase understanding, eliminate the need for personal or arbitrary decisions on matters of Company-wide policy and help to ensure uniformity throughout our organization. It is the responsibility of every member of management to administer these policies in a consistent and impartial manner. A copy of this Handbook is made available to each staff during the induction period. Revised copies will be circulated periodically as they arise.

## 2.0 WHO WE ARE

International Energy Services Limited (IESL) was incorporated in Nigeria in 1990 as an indigenous energy servicing company. IESL works in close collaboration with clients from project conception to completion and offer world class solutions to their needs. IESL maintains all necessary permits and certifications including NUPRC Permits, COREN Registration, ISO Quality Certification: 9001:2015; ISO14001:2015; and ISO45001:2018

### 2.1 OUR VISION

Employing human and material resources for energy services delivery, as world class-company with highest standard of efficiency and integrity.

### 2.2 OUR MISSION

Our aim is to achieve excellent quality of service and to operate our business in an efficient, enterprising, safe and innovative manner, caring for our operating environment and host communities to create value for our stakeholders, customers, and employees.

### 2.3 OUR CORE VALUES

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- **Integrity:** To sustain a reputation for fairness, honesty, efficiency and trust in all our dealings.
- **Collaboration:** Working as a team to achieve shared goals.
- **Innovation:** Generating new ideas and creative approaches to constantly improve our business processes.
- **Client Satisfaction:** To be creative in meeting the evolving needs of our clients and constantly exceeding their expectations.
- **Excellence:** Striving to exceed our goals through innovation and learning.
- **Diversity:** Respect for personal differences and values.

### 3.0 CODE OF CONDUCT AND BUSINESS ETHICS

- At IESL, we will conduct our business honestly and ethically.
- We insist on constant improvement on the quality of our services and operations.
- We expect each employee to portray a reputation for honesty, fairness, respect, responsibility, efficiency, integrity, trust and sound business judgment.
- Each employee is responsible for the integrity of his/her work. We will not condone any illegal or unethical conduct on the part of our officers or employees.
- We will not compromise our principles for short term advantage.
- It is the responsibility of employees to report wrongdoing.
- Personal interest must not conflict, or appear to conflict, with the interests of the Company, our clients or affiliates.
- Employees must not use the Company's contacts to advance private business or personal interests at the expense of the Company, its clients or affiliates.
- Safeguard business-sensitive information, whether it belongs to IESL or any of our clients or affiliates. This includes strategic business plans, operating results, marketing strategies, list of clients, personnel records, upcoming acquisitions, new investments, processes and methods.

***Refer to the Code of Business Ethics Manual***

### 4.0 CONFIDENTIALITY AGREEMENT

In the course of your employment with IESL, you will be privy to Confidential Information belonging to the Company, its clients and affiliates. You are always expected to keep such information secret and not disclose or use it for any purpose other than as authorized by the Company. Such confidential information include but not limited to your salary and compensation, IESL Trade secrets etc.

**Refer to the Employee Confidentiality and Non-Compete Declaration Document.**

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## 5.0 WHISTLE BLOWING POLICY

The Management of IESL strives toward achieving its corporate objectives and will avoid anything that can cause damage to the Company's brand, image, reputation, and internal cohesion. To this end, the Company takes Whistle Blowing very seriously and encourages all employees to raise alerts and notify Management (or any designated representative) upon observing any act, omission or connivance which can be detrimental to the interests of the Company.

Our Whistle Blowing Policy covers various areas, including:

- Conflicts of interest and abuse of office
- Frauds, bribery, and other fraudulent practices
- Insider dealing and illegal information brokering
- Compromises of our HSE standards
- Bypassing of the IESL's business principles and internal controls systems.

**For more information on our Whistle Blowing, please refer to the Whistle Blowing Policy.**

## 6.0 HARASSMENT AND DISCRIMINATION REPORTING/ EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy of IESL not to consider tribe, color, race, religion, gender, sexual orientation or personal relationship in the management of her employees. The basis for individual evaluation shall be individual performance and merit. All employees of the Company are guaranteed equal opportunity irrespective of any bias.

IESL defines harassment as conduct that creates a hostile or offensive working environment. Harassment is not simple teasing, offhand comments or isolated incidents. Although harassment is viewed as conduct that is sexual in nature, harassment based on a person's protected status will constitute discrimination in the workplace. Workplace bullying will be considered as harassment.

### 6.1 HARASSMENT INVESTIGATION PROCESS

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All cases of harassment are to be reported to the Human Resources Department within 15 days of occurrence. Reports must be accompanied with evidence of harassment for due investigation. A complainant may act as a witness where tangible evidence is not available. All investigations will be made by the Human Resources Department in conjunction with the Internal Control and Compliance Department as is deemed necessary.

## 7.0 PUNCTUALITY TO WORK

International Energy Services Limited expects all employees to be punctual to work, as this is highly essential for the smooth running of the Company's activities.

Tardiness disrupts productivity and makes it difficult to function effectively and meet our clients' needs. As such, every employee must ensure that he arrives at his work post before the stipulated resumption time and leave not earlier than the stipulated closing time.

***Note that in addition to other sanctions that may be imposed at the discretion of management, employees who report for work later than the stipulated time will be paid only for the actual hours worked. All employees must recognize that to a large extent the remuneration for our services is invariably based on hourly or daily rates and will not be remunerated by clients for hours or days not worked.***

### 7.1 HOURS OF WORK

- (a) Hours of work are clearly defined to ensure efficient and effective utilization of the Company's human and material resources. The normal working hours per week is 40 hours, which will be covered in 5 working days from Monday through Friday. However, these hours of work are subject to alteration from time to time as may be decided by Management.

Normal working time is as follows:

Office workers	7:00am to 4:00pm <b><i>applicable to the Engineering Design Office.</i></b> 8:00 am to 5:00 pm <b><i>applicable to every other office location.</i></b>
Office Assistants & Drivers	8:00 am to 6:00 pm.
Meal break is from	12.00 p.m. to 1.00 pm or 1:00pm to 2:00pm.

- (b) All employees may be required to put in extra hours based on work exigencies.

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- (c) All employees should report promptly for work in the Company's premises by the official opening time as applicable.
- (d) Any employee who leaves either his place of work or the Company's premises without authorized permission, shall be considered as having absented himself from work and shall be treated as such.

### **LATENESS**

- (a) An employee arriving for duty after the starting time must report to his Supervisor or Manager and explain the reason for his lateness and if there is any reasonable excuse, a mail should be sent to Human Resources Department copying the Supervisor or Manager. Persistent late coming shall attract severe disciplinary action.
- (b) In addition to information from Human Resources Department, Divisional and Departmental Heads must communicate to the employees in their Divisions and Departments the importance of being punctual when reporting for work.
- (c) Lateness to work will be captured from 7:15am for staff whose resumption time is 7:00am and 8:15am for staff whose resumption time is 8:00am.

### **ATTENDANCE REGISTERS**

Employees are expected to clock-in the Biometric Attendance Register the time of arrival and departure each day. The completed Attendance Register will be collated by Human Resources on monthly basis for review. The report will be used for payment of salary and advice on lateness.

Any employee that comes late 4 times in a month without reasonable excuse shall be suspended from work without pay.

Employee who comes in late for three consecutive months will be suspended from work for one month without pay.

Any employee that does not clock-in the Biometric Attendance shall be assumed to be absent for that day except those on official assignment and salary shall not be paid for such day.

## **7.2 ARRIVAL / DEPARTURE**

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All employees are expected to arrive at the Company premises in advance of the start of their work so as to be able to commence work at the start of the day. They are also required to be at their posts throughout the duration of the work except when observing meal breaks or out on work assignments.

Please refer to Clause 10.1 of this handbook, for IESL's position on violations of this requirement.

### **7.3 PUBLIC HOLIDAY**

It is the policy of International Energy Services Limited to observe all public holidays as may be declared and published by the Federal Government except as otherwise advised by Divisional/Departmental Heads.

### **7.4 ABSENCE FROM WORK AND ABANDONMENT OF EMPLOYMENT**

Absence from work is a situation where an employee was not present at his post during his scheduled work period. There are two categories of absence: - namely authorized and unauthorized.

#### **7.4.1 AUTHORIZED ABSENCE**

An **authorized absence** is a non-attendance at workplace, which the Head of Department or Project Manager or the Company approved Medical Officer has approved in advance and the Head of Department or Project Manager informed by an "Excuse Duty" note from the Company's designated clinic. Some examples of authorized absence are annual leave, special/compassionate leave, examination leave, maternity leave, sickness, absence due to official assignments, etc.

The Project Manager/Head of Department after liaising with Human Resources Department may or may not authorize an absence from work based upon an advised reason e.g., employee's record and outstanding leave days, the effect of the absence on the planned program of the office, the ease of arranging for a cover, etc. The authorization must be communicated to the HRD via the completion of the appropriate Leave form or electronic mail for instances other than annual or maternity leave.

#### **7.4.2 UNAUTHORIZED ABSENCE**



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An **unauthorized absence** is a non-attendance at workplace not authorized by the Project Manager or Head of Department. Unauthorized absences occur upon failure of employee to report to work as expected. The Project Manager/Head of Department shall maintain a record of each employee's absence. Following an incidence of an unauthorized absence, the Head of department may carry out an investigation to determine the reason(s) for it. The Head of Department may take steps to prevent future occurrences. A disciplinary action will be taken depending upon the reason for the absence. For repeated cases of unauthorized absence, it may become necessary to seek advice of the Head of Department's immediate superior and/or the Human Resources Manager and appropriate disciplinary actions may be taken. **Three or more occurrences of unauthorized absence (whether consecutive or not) during any given period of thirty consecutive days will be seen as a serious misconduct.**

All cases of unauthorized absence which the Heads of Departments/ Project Manager considers sufficiently genuine and acceptable must be communicated to the Human Resources Department for appropriate decision. Where the reason for unauthorized absence is deemed unsatisfactory it will attract appropriate sanctions.

## 8.0 WORK DRESS CODE

All employees are expected to dress smartly and respectably in a business-like manner to work. Safety clothing must be worn in worksites with exposure to health and safety hazards.

## 9.0 SMOKING, DRUGS AND ALCOHOL

- IESL operates a no smoking policy in its premises. Smoking is only allowed in designated smoking areas.
- IESL also prohibits consumption of alcohol and controlled drug substances during work hours and around its work premises.

***Refer to IESL's Alcohol and Drug program (IES-HSE-010024\_rev00) for more information.***

## 10.0 COMPENSATION, BENEFIT AND REWARD

### 10.1 SALARY

The salary of employee shall be the Company's rate of pay and allowance or other special additional payment current at the time of appointment.

Salary paid will be commensurate to total hours worked in a month. Every staff is expected to put in a minimum of 160 hours at the end of every month. Where a staff has not worked for the

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minimum number of hours as expected (except in cases of authorized absence), salary will be paid on pro rata basis, directly proportionate to every hour worked.

## **10.2 LEAVE ENTITLEMENT**

It is the policy of the Company to grant annual leave to all its permanent or regular employees upon approval by the Divisional Head, Human Resources Manager and the CEO. The Company also considers and grants other types of leave such as compassionate/casual leave, examination leave, leave of absence or study leave if requested for genuine reasons by the employee and the approval shall be at Management discretion.

### **10.2.1 ANNUAL LEAVE**

An employee becomes eligible for Annual Leave after confirmation. In the first year of employment, annual leave shall be calculated on pro-rata basis.

All annual leave entitlements must be planned and utilized within one year (i.e., 1 January to 31 December of the same year).

***Deferment or accumulation of leave is not allowed.***

#### **10.2.1.1 PAYMENT IN LIEU OF LEAVE / MONETIZATION OF UNUSED LEAVE DAYS**

Annual leave entitlement not utilized by the employee will not be paid for by the Company. In very special circumstances and where due to exigencies of duty a member of staff is unable to enjoy his full annual leave due to recall from leave/vacation necessitated by exigencies of work or any other reason adjudged as reasonable and necessary by Management, the unutilized leave days can be approved to be carried over to the succeeding year. All approved unutilized leave must be used within the first quarter of the following year otherwise it will be fully forfeited. Note that such reasons must be documented and duly authorized by the Department Head and CEO. However, in the case where recall is for disciplinary reasons the staff shall forfeit the unutilized leave days applied for and will not be entitled to any cash because of this recall.

Leave allowance and leave days will normally be pro-rated based on the number of months in the calendar year for which the staff is in employment with IESL. Leave allowance will be paid in the employment anniversary month of an employee.

A staff that resigns his/her appointment with IESL will be entitled to annual leave pro-

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rated for the number of months in the year for which the staff was in employment with IESL.

A staff that has taken the full annual leave prior to the resignation of employment will make a refund to IESL of an appropriate amount of leave days and allowance in excess of his/her entitlement as at the effective date of resignation

- ***Note that proper documentation (i.e. by filling the appropriate form) is required in cases of recall from leave or not being able to proceed on leave due to exigency of duty.***

#### **10.2.2 COMPASSIONATE / CASUAL LEAVE**

Upon request and justification by an employee to the Head of Department, compassionate / casual leave of absence, up to a maximum of five [5] working days in a year may be granted with pay in the following circumstances:

Birth of an employee's child, employee's own wedding, death of a member of employee's immediate family (immediate family in this context means, father, mother, child, spouse, parent in-laws and brother or sister of the same parents).

***Note that this type of leave will only apply after the appropriate annual leave of the staff has been exhausted.***

#### **10.2.3 EXAMINATION LEAVE**

An employee who has been confirmed may be granted a maximum of three (3) paid working days per annum to sit for an approved examination. This is on the condition that an application is sent to the Human Resources Department at least 14 days to the examination date, with a schedule of the examination, along with adequate evidence / proof of invitation to participate in such examination. For a situation where the examination is to take place overseas, up to five paid working days per annum may be considered.

However, should the employee require more than 3 (three) working days the employee will take his/her annual leave during that period. For a repeat of the same examination, the employee will take his annual leave to write the examination.

#### **10.2.4 LEAVE OF ABSENCE**

Employees who have completed a minimum of 3 years of continuous employment with the

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Company may be granted leave of absence from work without pay, for a maximum period of 1 month, at the discretion of Management.

#### **10.2.5 STUDY LEAVE**

Study leave is a period granted to staff to undertake an approved course of study or for the acquisition of professional or academic qualification.

Employees who have completed a minimum of two years of employment with the Company may be granted a maximum of 18 months study leave without pay at the discretion of Management. The duration of the course or period of leave granted shall not count as part of the employee's years of service. On completion of the course, re-absorption of the employee into the Company's employment will be subject to available vacancy.

***Note that application for this leave must reach Human Resources Department at least 3 months before the due date for it to be considered.***

#### **10.2.6 MATERNITY LEAVE**

Eligible staff will be granted maternity leave of 12 weeks only (inclusive of Public holidays and weekends). Only confirmed employees will qualify for maternity leave with full compensation. If it becomes necessary for a staff to proceed on maternity leave before confirmation, this would be granted as leave of absence without pay.

Maternity leave shall be inclusive of an employee's annual leave entitlement.

On resumption of duty from maternity leave, the staff will be granted one hour time off each working day during the mandatory three-months nursing period. This may be utilized by the staff either resuming an hour late in the morning or closing an hour early in the afternoon.

***Note that a minimum of 24 months is required as interval between maternity leave requests to be eligible for full compensation. In the event that an employee has to be absent from work for reasons of maternity more than once within a period of 24 months, it shall be at Management's discretion to approve maternity leave or a leave of absence without pay.***

Application for maternity leave must be made to the Human Resources Manager at least one (2) months before the expected date of commencement of leave and must be supported with a Medical Doctor's certificate.

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***Note that failure to give the stipulated notice will warrant that a leave of absence be processed for the staff from the due date.***

#### **10.2.7 SICK LEAVE**

IESL will grant sick leave to regular staff only on the presentation of a Doctor's Note or Medical Certificate issued by a certified Medical Practitioner. An employee who does not present a Doctor's Note or Medical Certificate shall have such day deducted from his annual leave or salary.

Where an employee's illness is a result of self-inflicted injuries or illness arising out of an employee's own unwholesome lifestyle such as alcoholism, use of narcotics or similar ailment, sick leave will not be granted.

An employee shall be deemed to be sick for a prolonged period if the employee is absent from work due to illness for a continuous period of 4 weeks, or for a total of six weeks in any one calendar year. Where an employee is deemed to be sick for a prolonged period, he shall first utilize any accrued and outstanding annual leave days after which the following shall apply:

- Unconfirmed staff: 1 month on full pay  
Subsequently, half pay for 1 month thereafter
- Confirmed staff: 2 months on full pay  
less than 5 years Subsequently, half pay for the period of 4 months thereafter
- Confirmed staff: 3 months on full pay  
5 years & above subsequently, half pay for the period of 3 months

No pay thereafter and separation may be advised after the Company must have carried out an independent medical examination of such employee by a doctor nominated by the Company. If still found unfit for work, the appointment shall be terminated based on incapacitation.

#### **10.3 HEALTH PLAN**

The Company provides access to effective health benefit plans designed to help employees protect their health and that of their dependents.

#### **10.4 PENSION**

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To help regular employees prepare for the future, the Company provides mandatory Contributory Pension Scheme required by law that are designed to contribute to employees' long-term financial security which also enables savings for the future.

## 10.5 RECOGNITION

The Company formally acknowledges contributions of individual employees or team for exceptional contribution by giving out awards. Examples include awards for:

- Employee of the year
- Safety
- Outstanding Achievement

The Company may also provide cash awards designed to recognize regular employees' contributions to the Company's success. These awards shall be given to individuals and /or teams of regular employees who make significant contributions beyond their regular job requirements to achieve desired outcomes.

## 10.6 LONG SERVICE AWARD

The Company will recognize all employees' loyalty and commitment of long service to the Company. All permanent employees who serve the Company after 5, 10, 15, 20, 25, 30 and 35 years of service shall be awarded a certificate of long service and a gift award.

An employee who retires from the Company after attaining the mandatory retirement age shall be awarded gifts as a good gesture to be determined by Management.

## 10.7 PERFORMANCE MANAGEMENT

The Performance Management system will be the basis for critical human capital development such as promotion, reward, deployment/assignment, training and job discontinuance.

Based on the Job Description, the performance level of each employee shall be determined by an open appraisal at these instances:

- After six months of probation
- Annually (for all confirmed employees)
- Immediately before taking over a new position

## 11.0 USE OF COMPANY VEHICLE

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This applies to all employees who drives or engage in the use of the company vehicles for effective performance of activities in furtherance of the general objective of the Company.

**Refer to IES-LEG-010003**

## **12.0 DISCIPLINARY PROCEDURES**

There are rules and regulations that are instituted to ensure the safe, orderly and effective administration of the Company at all levels of the hierarchy and to protect the property of the Company and its employees.

All employees are considered to be mature and responsible individuals and are expected to conduct themselves in a manner conducive to a working environment. However, when the rules and regulations of the Company are violated, it may become necessary for disciplinary actions to be taken.

IESL has a disciplinary procedure that treats, in a uniform manner, any violation of Company rules and regulations and ensures that all issues concerning a violation are given proper consideration before a disciplinary action is taken based on facts and merits of each circumstance.

### **12.1 DISCIPLINARY ACTION**

Disciplinary action is a means of correcting an erring employee for behavior, performance or conduct considered unacceptable by the standards of the Company. Disciplinary action may be applied after consistent application of counseling has failed to elicit the desired changes.

However, failure of an employee to effect the desired changes following exhaustion of the formal disciplinary procedure may culminate into the termination of the employment of the employee with the company.

Some conducts considered serious misconduct, however, may warrant instant dismissal of the employee without going through all the stages of the disciplinary procedure.

#### **12.1.1 PROCEDURE**

The disciplinary procedure is applicable to all employees and consists of the following:

- Verbal queries / Warning
- Written Queries/ warnings
- Suspension

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- Final warning
- Termination/Dismissal

## 12.2 WARNING

Where an employee commits an offence which is not reckoned as serious misconduct, he may be given a warning. There are three kinds of warning that may be given to an employee:

- Verbal Warning
- Written Warning
- Final written warning

### 12.2.1 Verbal Warning

Once an offence is committed, the Supervisor should conduct a private discussion with the employee, away from the section, to inform the employee of the offence, listen to the employee's explanation and help the employee set objectives for corrective action in the future to eliminate a possible recurrence.

### 12.2.2 Written Warning/Query

Where misconduct previously committed, is repeated or the offence does not amount to a serious misconduct but too serious for a verbal warning, the supervisor may propose a written warning/query.

The employee is to be made aware of the implication and seriousness of the situation and given an opportunity to present his case. After interviewing the employee, the supervisor may wish to proceed with the warning. The Human Resources Department must be given a copy of the warning/query, which must be approved and signed by the supervisor's superior/HOD.

The employee is required to sign a copy of the written warning in acknowledgement or in the case of a query, give a written response within the stipulated period. A copy of this must be kept in the employee's personal file and the other copy sent to the Human Resources Department.

At the end of the discussion with the employee, the employee should be informed that the letter will be placed in his personal file and if after a period of twelve months, no other disciplinary action is taken against him for that or any other violation of Company policy, the form or letter will no longer be valid.

### 12.2.3 Final Written Warning



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If a serious misconduct is committed within the period of validity of an ordinary written warning or any other offences that merits more severe action, the supervisor may proceed to issue a final warning. The procedure followed for final written warnings is the same with the one followed for an ordinary written warning, except that the “Disciplinary Notice” form is not used.

The final written warning is to inform an employee that, unless he or she corrects the problem in a specified time, it is highly probable that his employment will be terminated.

A final written warning is formulated and written by the Head of Department, after an interview with the employee and consultation with the HRM. After giving the final warning letter to the employee, the employee should be informed that the letter will be placed in his personal file. And if after a period of twenty-four months, no other disciplinary action is taken against him for that or any other violation of company policy, the letter will no longer be valid.

***Note: In all cases of warning, no action should be taken until the investigations are completed and the findings and decisions communicated to the employee. The employee is also guaranteed a right of appeal.***

### **12.3 SUSPENSION**

Suspension may be utilized as a disciplinary procedure in the following circumstances;

- 1. During the investigation of a matter.** An employee may be suspended from duty but with pay when an investigation into a disciplinary matter (in which the employee is accused) is going on, and the presence of the employee may influence the fair outcome of the matter.
- 2. As a means of disciplining an employee for misconduct.** In this vein, the employee will forfeit his/her salary during the period of suspension.  
An employee is suspended after he/she must have received query / warning on three occasions for the same offence or has committed an offence too serious for a query but not grave enough to be considered for serious misconduct requiring dismissal.

### **12.4 TERMINATION**

Termination of employment may result as the final step in the disciplinary procedure. The handling, co-ordination and application of the termination process will be the

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responsibility of the Human Resources Manager and can only be effected with Management approval.

**Note: If during the period of the validity of an offence, another offence is committed, or a similar offence is committed, the next penalizing disciplinary action is to be given.**

## **12.5 DISMISSAL**

The Company reserves the right to dismiss without payment of termination benefits and without notice or payment in lieu of notice, any employee who acts in breach of his employment contract or commits acts the Company considers to amount to serious misconduct, negligence of duty or disobedience to any legitimate order from the employee's superior.

## **12.6 SERIOUS MISCONDUCT THAT MAY ATTRACT FINAL WRITTEN WARNING**

- Absence from work during normal working hours without the written permission of the Supervisor and without an acceptable reason.
- Disobedience of any legitimate and reasonable order of any supervisor or representative of the Management of the Company.
- Failure to comply with any of the Company's duly authorized rules and regulations.
- The commission of any act which constitutes a violation of the Industrial Safety Rules of the company as posted on the Company notice boards.

## **12.7 SERIOUS MISCONDUCT THAT MAY ATTRACT TERMINATION OF EMPLOYMENT**

- Damaging intentionally or by gross negligence or attempting to damage any tool, machine equipment, construction materials, property or products of the Company.
- The commission of a dishonest act in the course of his work.
- Disclosure of any confidential information, secret processes of construction or procedure of the company.
- Absence from work without permission or without an acceptable reason, for a total of three days whether consecutive or not during any period of thirty consecutive days.
- Consuming or being under the influence of drugs or alcohol during work hours.

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## 12.8 SERIOUS MISCONDUCT THAT MAY ATTRACT DISMISSAL

- Stealing or attempting to steal Company's property.
- Removing or attempting to remove Company's property from the site or Company premises without official written permission.
- Using another employee's identification card.
- Corruption or attempting to corrupt another employee.
- Any conduct likely to endanger the lives or safety of others or the Company's property or the efficiency and progress of tasks or operations may rank as serious misconduct.

These are just some examples of serious misconduct. The list is not exhaustive.

**Note that where a disciplinary measure taken against a staff has been documented in the file of the employee such record(s) shall become a disqualifier for a promotion decision during the year of consideration.**

## 13.0 EXIT MANAGEMENT

### 13.1 TERMINATION OF EMPLOYMENT

International Energy Services Limited and its employees reserve the right to terminate employment relationship after due notice has been given in line with the staff conditions of service.

#### DEFINITIONS

#### 13.1.1 Involuntary Terminations

Involuntary terminations are those initiated by the Company and include:

1. Termination for conduct not in the interest of the Company
2. Termination for inability to perform duties or to meet the set or expected standards for the job after reasonable efforts have been made to assist the employee.
3. Redundancy

#### 13.1.2 Voluntary Terminations

Voluntary terminations are those not initiated by the Company. They occur (mostly) at the instance of the employee or by nature. These include:

1. Resignation of employment
2. Retirement from service of the Company
3. Death

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### 13.2 RESIGNATION OF EMPLOYMENT

Notice of resignation of appointment shall be as follows: -

1. Employees on probation - Two [2] weeks' notice or pay in lieu of notice.
2. Confirmed employees - Minimum of one month's notice or pay in lieu of notice
3. Senior Manager/Deputy GM - One month's notice before confirmation and minimum of two months' notice after confirmation or pay in lieu of notice.
4. General Manager and above - Two months' notice before confirmation and minimum of three months' notice after confirmation or pay in lieu of notice.

An employee's notice of resignation should be directed to the Human Resources Manager with a copy to the employee's immediate supervisor.

An employee that fails to give advance notice as outlined above will forfeit any unused vacation days and will not be paid for them to the total number of days of notice required. In cases of involuntary terminations, the Company shall give the required notice or make payment in lieu of notice as applicable.

### 13.3 RETIREMENT

It is the policy of IESL to retire its employees who have attained the mandatory retirement age of 60 years or 35 years in service, whichever comes first.

The company may at its sole discretion extend the years of service of an employee who wishes to continue after attaining the retirement age. Such employee shall be re-engaged as a Consultant for a fixed period.

### 13.4 EXIT PROCESS

Prior to the departure of an employee, an exit interview will be conducted by the Human Resources Manager. A note on the discussions during the interview shall be kept in the employee's personnel file. The outgoing employee will also be required to complete the 'Exit Interview Form'. An employee must also complete the 'Exit Clearance Form' which must be submitted to Human Resources Department.

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### 13.5 DISMISSAL

In the event an employee is found to be involved in any of the following it may lead to dismissal.

1. Fraud
2. Gross misconduct
3. Conduct prejudicial to the Company's interest
4. Any action which results in a claim or any legal action against the Company
5. Negligence or any other misconduct which is likely to endanger/affect the lives or wellbeing of himself, other persons, the Company's reputation, property, efficiency, or operations.

**For staff dismissed for attempted fraud and other forms of gross misconduct, he/she will forfeit the salary for the month and all unutilized benefits-in-kind and monetized benefits (whether earned or not).**

### 14.0 JURISDICTION

In the event of any dispute arising out of an employee's employment with the Company leading to the institution of legal proceedings, the parties agree to submit to the exclusive jurisdiction of the Courts of Nigeria or by Arbitration.

### 15.0 OUR GUARANTEES TO YOU

You can raise your concerns, provide information or suggestions to the Management on any issue you feel sufficiently strong about. Such information typed or neatly handwritten should be dropped in the Suggestion Box provided in every office of the Company. If you raise a genuine concern under this Policy, you will not be at risk of losing your job or suffering any form of victimization or retribution from the Company as a result. Provided you are acting in good faith, it does not matter if you are mistaken. This guarantee does not however extend to those who are found to have raised a matter falsely or maliciously. If you wish to raise your concern anonymously or with your identity known only to specified persons, this will also be respected.

Finally, you are expected to exercise high sense of responsibility, decorum, and commitment to fulfill your obligations as a worthy employee of IESL to protect, safeguard and promote the General Business Principles and Core Values of the Company.

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## APPENDIX I - EMPLOYEE CONFIDENTIALITY & NON-COMPETE DECLARATION

I, \_\_\_\_\_ (full name, surname first) of \_\_\_\_\_

\_\_\_\_\_ (address), an employee of International Energy Services Limited hereby make this commitment willingly and in good faith and based on my position of responsibility and trust, the special knowledge I will gain, the wages and benefits to be paid or provided to me, and being given access to Confidential Information (as hereinafter defined), hereby make the following promises and agreements with IESL and its successors where allowed by law for a period two (2) years after my exit from IESL's employment:

1. I shall use all Information made available to me, or that I become aware of in the course of my employment, solely for the benefit of IESL and shall not for any other purpose without the prior approval of IESL.
2. I shall keep all Confidential Information secret and not disclose it to any other Person (individual, corporate body, government institution, agency or any other entity, whether owned by an individual, a group of individuals, a corporate body or any Government), without the prior approval of IESL. The Confidential Information will only be made available to authorised IESL staff and representatives on a *need-to-know* basis.
3. I shall inform IESL, in the event of an order served on me by a court or other agency empowered under the laws of any country, to serve such orders, requiring the disclosure of any part or the whole of the Confidential Information. I understand that this obligation shall continue even if I am no longer in the employment of IESL and I undertake to assist IESL to mitigate any negative effects that may occur as a result of the service of an order to reveal the Confidential Information.
4. I shall not, upon the termination of my employment for any reason or purpose, without the express written consent of IESL, directly or indirectly, use or disclose, or take or remove from the possession of IESL, any Confidential Information used by me or anyone else in the employment of the IESL.
5. Upon the termination of my employment with IESL I shall deliver to IESL all documents in my possession, including all copies thereof, regardless of whether such documents were prepared by me or by others. Where I am required to destroy any material that constitutes or contains Confidential Information, I shall do so within 48 hours of receiving such information.
6. I shall not, directly or indirectly, call on, solicit, perform services for, interfere with or endeavour to entice away from IESL, any existing or potential Contact Persons.
7. I shall not at any time during or after my employment with IESL solicit or induce any Contact Persons or other Person having a contractual or business relationship with IESL to terminate or otherwise alter such relationship, or in any other manner interfere with such relationship, or interfere with any prospective business relationship or advantage which IESL has with any Person or corporation.
8. While employed by IESL, I will promptly and fully disclose, and refrain from engaging in, any Conflict of Interest without first obtaining the approval of IESL. I shall not engage in any activity that would in any way appear to have conflict with my position as an employee of IESL.
9. I agree that monetary damages alone will not be a sufficient remedy for any breach of the provisions of this Declaration, and that in addition to all other remedies IESL may have, IESL shall be entitled to specific performance, injunctive or such other equitable relief by a court of competent jurisdiction.
10. I shall indemnify and hold harmless IESL, its directions, officers, employees and agents from and against any and all claims, losses and damages arising directly or indirectly from a breach of this

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Declaration or a violation of any trade secret, proprietary or confidential information, obligation or legal rights of any other party.

### **Definition of Terms**

**"Confidential Information"** means all information, whether in written, oral, electronic or other form, obtained by an employee in the course of employment with IESL, which specifically includes, but is not limited to, all business and financial information, assets, marketing and strategic plans, analysis, projections, reports, technologies, processes and operations the identities, addresses, telephone numbers, facsimile numbers, e-mail addresses, telex numbers, bank codes, account numbers, financial reference, compilations, forecasts, studies, lists, summaries, notes, data, legal and regulatory permits, strategic analysis and plans relative to state and local law, Contact Persons and all other documents and materials concerning IESL and its affiliates, and any prices, fees, financing arrangements, and schedules hereto.

**"Conflict of Interest"** means any activity which creates a conflict between Company and my personal interests, including, but not limited to: (i) owning a financial interest in any Person which does business with Company (except where such interest consists of ownership of securities in a publicly owned corporation); (ii) rendering services to any Person which does business with Company; accepting gifts (of more than token value), loans (other than from established financial institutions), excessive entertainment, or other substantial favors from any Person who does business or is seeking to do business with Company; representing the Company in any transaction in which I have a substantial interest; (v) using Confidential Information for personal gain; (vi) competing with Company, directly or indirectly, in the purchase or sale of property, products, or services; (vii) transacting personal business with any Person so as to cause such Person to believe he is dealing with Company rather than me as an individual; and (viii) rendering employment services to Company that may violate a prior contract between Employee and another Person or improperly using or disclosing trade secrets of another Person.

**"Contact Persons"** mean all customers, employees, suppliers, vendors, professionals and any other person (corporate or individual) which an employee becomes acquainted with (official or personal) as a result of the employment with IESL.

**"Employment"** means the arrangement under which a person works for IESL, whether as a permanent, contract, full-time, part-time, casual staff or any other arrangement which IESL deems to be an employment.

**"IESL" or "Company"** means International Energy Services Limited, its subsidiaries and its affiliate or sister companies

**"Person"** means any natural person, corporation, partnership, limited liability corporation, joint venture, unincorporated association, sole proprietorship, or other entity utilized for conducting business.

### **Acceptance and Declaration**

I have read this declaration and I understand it. I hereby accept to uphold the terms herein as a part of my obligations to IESL.

**Signature:**

**Position:**

**Date:**

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## APPENDIX II

### EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

I acknowledge that I have received the Employee Handbook of IESL.

I agree to comply fully with all its requirements.

Name:

Designation:

Signature:

Date:

Please sign and return this form to the **Document Control Centre**