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EMPLOYING DOMESTIC WORKERS EMPLOYEE CODE OF CONDUCT

[NOTE: This Employee Code of Conduct Company Policy template can be tailored to your company's needs and should be considered as a starting point for setting up human resource policies pertaining to employees employing domestic workers. In any event, the standards should not fall below those required under Law No.15 of 2017 concerning domestic workers which was ratified on 22 August 2017 by the Emir of Qatar, Sheikh Tamim Bin Hamad Al Thani]

Introduction

For the purposes of this Code of Conduct, the following definitions apply:

"Company" means [insert full company name];

"Department" means the competent administrative unit at the Ministry of Administrative Development, Labour and Social Affairs;

"Domestic Worker" means an individual who performs work in the Employee's household under the Employee's instruction in return for a wage;

"Domestic Workers Law" means Law No. 15 of 2017 concerning domestic workers;

"Employee," "you" or "your" means an employee of the Company;

"Minister" means the Minister of Administrative Development, Labour and Social Affairs; and,

"Qatar Labour Law" means Law No.14 of 2004, as amended.

As you are aware, an integral part of the process with which you need to comply to directly employ a Domestic Worker in Qatar, is to submit a letter of no objection ("**NOC**") to the competent authorities of such employment issued by your employer, in this case the Company.

The Company is aware that once it has issued you with the NOC that it will have very little oversight as to your employment relationship with your Domestic Worker. Ethics, equality, and human rights for all are part of the Company's value system, and this system cannot be confined to the office space alone. As part of the Company's internal corporate social responsibility programme, the Company has issued this Employee

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Code of Conduct for Employing Domestic Workers which sets out the Company's expectations regarding your employment relationship with your Domestic Worker.

The Domestic Workers Law was ratified on 22 August 2017 giving domestic workers in Qatar minimum statutory labour rights for the first time. It is important that you are aware of your legal obligations under the Domestic Workers Law so that the interests of both parties are protected and upheld accordingly. It is expected that further implementing regulations will follow at a later date to support the provisions of the Domestic Workers Law and it will be important for you to comply with the Domestic Worker's Law and any additional obligations introduced from time-to-time.

Scope

This Employee Code of Conduct Company Policy applies to all prospective or current Employees of the Company regardless of employment term or rank; it applies to both national and foreign Employees.

In addition, notwithstanding the fact that Qatar laws and regulations require all Domestic Workers to work solely for the individual or entity which obtained and maintains their Qatar residency, the Company is aware that one or more of its Employees will, as a matter of practice, employ Domestic Workers whose visas are in a third party name. For this reason the Company has extended this Code of Conduct to each of its Employees who employ a Domestic Worker whether or not they obtained and maintain that worker's Qatar visa.

Objective

The Domestic Workers Law guarantees Domestic Workers working in Qatar with a set of minimum labour law rights. It is the responsibility of the Employee to ensure that its Domestic Workers are afforded with their rights and Employees can face penalties for breaching the Domestic Workers Law.

As part of the Company's wider aim to manage and develop its employment relationships, it is in the Company's interest that Employees do not fall foul to the Domestic Workers Law. Therefore, this Code of Conduct has been drafted with a view to ensure, to the extent possible, that all Employees comply with the Domestic Workers Law (together with any other relevant laws and regulations).

While some of the provisions in this Code of Conduct may go beyond the strict legal requirements of the Domestic Workers Law, these standards have been set on the basis

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that they represent the Company's minimum expectations of its Employees (in respect of their Domestic Workers).

Whilst the Company confirms that this Code of Conduct does not form part of your contractual terms and conditions of employment, the Company reserves the right to contact you regarding any matters pertaining to a possible breach of the Code of Conduct and/or the Domestic Workers Law (together with any supplementary regulations) which comes to its attention by whatever means and confirms that, depending on the matter in questions, may take this into account as part of an employment evaluation.

STANDARDS OF BEHAVIOR

Employees must:

- treat Domestic Workers with respect and common courtesy that preserves their dignity and physical well-being;
- not expose, or put at any risk, the life or health of the Domestic Worker;
- not expose the Domestic Worker to the risk of any physical or psychological harm; or
- immediately report to the Company any abuse suffered by the Domestic Worker from a third party.

The above list is non-exhaustive, but sets out the guiding principles that the Company expects its Employees to apply in respect of their working relationships with Domestic Workers.

RECRUITMENT

The recruitment agency which the Employee appoints must be accredited in the relevant country where the Domestic Worker is coming from.

Alternately, if you are recruiting the Domestic Worker directly from abroad, the Department must give its approval.

The Employee will be responsible for all costs associated with the Domestic Worker's recruitment including, but not limited to, the costs associated with procuring and obtaining the Domestic Worker's residency visa. The Employee will reimburse, as soon as is practicably possible, the Domestic Worker in respect of all and any recruitment costs, fees, charges, expenses or otherwise incurred by the Domestic Worker. The Domestic Worker's Law prohibits the Employee making deductions from the Domestic Worker's salary to compensate for recruitment costs.

Domestic workers must be aged between 18 and 60.

A Domestic Worker's passport must only be held for legal purposes (such as applying for

visas).

EMPLOYMENT CONTRACT

Domestic Workers must be provided with a written employment contract certified by the Department.

The employment contract should include details of:

- the name, nationality and place of residence of (i) the Employee; and, (ii) the Domestic Worker;
- the date the contract is signed;
- the type and nature of the work;
- any probationary period (the length and any conditions must be approved by the Minister);
- the duration of the employment;
- any agreement in relation to the contract's renewal;
- the salary;
- food, accommodation and any other allowances/benefits;
- access to medical care;
- hours of work;
- rest periods;
- annual leave; and
- termination provisions.

Three copies of the employment contract must be signed. The Employee and Domestic Worker will each keep a copy and one copy must be lodged at the Department soon after signing.

The employment contract must be in Arabic and a translation in the Domestic Worker's native language should be annexed. Prior to the Domestic Worker's departure from their home country, the Domestic Worker should sign a copy of the employment contract in their native language and have it notarised as being identical to the Arabic version. All costs associated with the translation and/or notarisation of the employment contract are recruitment costs to be borne at the Employee's sole expense.

The Domestic Worker cannot be required to work outside of Qatar unless he gives his consent in writing.

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The Domestic Worker cannot work for a third party, whether with or without pay, unless he has the approval of the relevant authorities in Qatar and acts in compliance with all and any relevant laws in force from time-to-time.

SALARY

The Domestic Worker will be paid salary at a reasonable rate.

The employment contract must set details of when the salary will be paid. Salary must be paid at the end of the calendar month and never later than the third day of the following month.

Salary should be paid in the Qatari currency and into the Domestic Worker's bank account. Alternatively, and where the Domestic Worker is paid in cash, he or she must sign a receipt evidencing payment of full salary.

No deduction should be made from the Domestic Worker's salary unless he or she has agreed in advance in writing.

HOURS OF WORK

The Domestic Worker cannot work more than 10 hours per day unless agreed in advance in writing.

Any overtime pay should be agreed between the parties.

The Domestic Worker must be given reasonable daily breaks for worship, rest and eating .

The Domestic Worker must have at least one paid day off per week.

The Domestic Worker cannot be required to work during their periods of rest including, but not limited to, the weekly rest day, unless they give their agreement in writing.

ANNUAL LEAVE

In every year of service, the Domestic Worker is entitled to a minimum of three weeks' paid annual leave. The Domestic Worker can decide where he or she will spend their annual leave, when it will be taken, and if it will be taken one time or at different intervals.

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The Employee must arrange for one return flight ticket to the Domestic Worker's place of origin for every two years' of service.

Living Conditions & Medical Care

A Domestic Worker should be provided with their own living space, this should include:

- Space for a standard adult sized single bed per worker;
- A 'safe space' in which the worker can store their valuables or possessions;
- Washing, showering and toilet facilities which have clean running water;.
- A facility to correspond with family and friends;
- Access to worshipping facilities as applicable to the worker's particular faith; and
- Access to drinking water, food storage and cooking facilities.

The Domestic Worker must be provided with proper food at the Employee's expense.

The Domestic Worker must be provided with appropriate healthcare, medicines and medical aid at the Employee's expense. The Domestic Worker cannot be required to work during any period of sickness absence.

If the Domestic Worker suffers an injury at work, they will be entitled to compensation at the rates set out in the Qatar Labour Law.

In the event of the death of the Domestic Worker, the Employee must bear the cost of the coffin and sending the body back to the home country or place of residence as requested by the Domestic Worker's relatives. Within 15 days of the death, the Employee must deposit the Domestic Worker's dues at the treasury of the Department (including, but not limited to, the end of service gratuity). A record setting out the full details of how the dues have been calculated must be lodged with the treasury of the Department.

Working Conditions

A worker should be provided with:

- A uniform (or a clothing allowance);
- The correct training required to perform duties to a high standard (e.g. basic First Aid if looking after children or the elderly);
- A working environment that is free from serious hazards to health;
- A working environment that is safe from harassment and intimidation due, but not limited to, age, sex or religion;
- Sufficient breaks; and

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- Sufficient space to prepare and consume food.

END OF SERVICE GRATUITY

Upon the termination of the employment, and subject to the Domestic Worker having completed one year of service, he or she will be entitled to an end of service gratuity (**Gratuity**).

As a minimum, Gratuity must be calculated at a rate of three weeks' salary for every year of service. Additionally, the Domestic Worker will must be paid Gratuity for the fractions of the year worked. The parties can agree to increase the rate of Gratuity pay.

The Employee can deduct from the Domestic Worker's Gratuity any sums owed as a debt. For the avoidance of doubt, no costs, fees, charges, expenses or otherwise incurred as part of the Domestic Worker's recruitment and/or repatriation can be deducted by the Employee from the Domestic Worker's Gratuity.

DOMESTIC WORKER'S OBLIGATIONS

As part of the employment relationship, the following standards can be expected of the Domestic Worker:

- For the laws, customs, social traditions and religious and moral values of Qatar to be respected;
- To follow the Employee's instructions which must be reasonable and cannot pose a risk to the Domestic Worker's life, health, safety or dignity;
- To perform his or her duties to a reasonable standard;
- To take reasonable care when using any property belonging to the Employee for the performance of his or her duties;
- To return all of the Employee's property upon the termination of the employment;
- To treat the Employee, his or her family and anyone who visits the household, with respect and to avoid, at all times, causing harm; and
- To maintain the secrets and confidentiality of the Employee and his or her household.

TERMINATION

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The Employee should, unless the circumstances demand, terminate the employment in advance of the employment contract expiry date. Where the Employee is forced to terminate the employment early, he must give the Domestic Worker as much notice as is possible.

If the Domestic Worker breaches his or her obligations under the employment contract or the Domestic Workers Law, the Employee may terminate the relationship without notice. In those circumstances, the Domestic Worker must be paid their full Gratuity entitlement but the portion accrued during their final year of service can be excluded.

The Domestic Worker is entitled to terminate the employment before the expiry of the term whilst reserving his full entitlement to Gratuity in any of the following situations:

- if the Employee breaches his obligations under the employment contract or the Domestic Worker's Law;
- if the Employee, or his delegate, committed fraud at the time of signing the employment contract with respect to the terms of the employment;
- if the Employee, or any of his household members, assaults the Domestic Worker in a manner that harms his body or life;
- where there is a threat to the safety or health of the Domestic Worker (provided that the Employee was aware of such threat and did not take all reasonable steps to prevent the threat); or
- if the Employee requires the Domestic Worker to work outside of Qatar without the Domestic Worker's consent.

Upon the termination of the employment, the Employee must repatriate the Domestic Worker to his home country at the Employee's expense.

DISPUTE RESOLUTION

Any dispute arising between the Employee and the Domestic worker in connection with the employment contract or the provisions of the Domestic Worker's Law shall be dealt with in accordance with the relevant provisions of the Qatar Labour Law. The complaint must be raised with the Department initially and where settlement is not reached the case may be referred to the Labour Court.

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The limitation period for raising a claim under the Qatar Labour Law is one year from the expiry or the termination of the employment contract.