



MILAGRO OIL

Milagro Oil and Gas.
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Date: 11th June 2019.

MILAGRO- EMPLOYMENT CONFIRMATION LETTER

JOB REFERENCE NUMBER: MOG/3510/US-EXP

EMPLOYEE NAME: PRAVEEN KUMAR

DESIGNATION: Tool Room Engineer

LOCATION: TEXAS, UNITED STATES.

EMPLOYMENT CONTRACT AND PERIOD

We would like to take this opportunity to welcome you to MILAGRO OIL and GAS and confirm your employment with effect from 5th August 2019 (subject to negotiation). This letter sets out the terms and conditions of your employment. Your employment with MILAGRO will endure for an initial period of TEN (10) YEARS and it is subject to renewal after every 10 years period.

EFFECTIVE DATE

The effective date of this contract is the date of signature hereof, however should you have been employed by MILAGRO prior to the effective date and continue to remain in the employ of MILAGRO immediately preceding the effective date then the applicability of the time periods for calculation of your holiday leave, will be calculated in accordance with the date you commenced your employment with MILAGRO in terms of clause 1.1. above.

REMUNERATION

Your initial basic salary will be \$15,550 USD (Fifteen Thousand, Five Hundred and Fifty United States Dollar) per month, payable with effect from 1st August 2019, and is paid on the last day of each month (or on the previous business day, should the last day fall on a Sunday or Public holiday). Salaries are reviewed on 31st October annually on the basis of such factors as merit, market practice, job grade and potential, and are at the discretion of the management. Salary is 100% tax free.

EMPLOYMENT DUTIES

Upon arrival you will report to Chris Hall (Corporate HR Director), who will detail the job description to you based on your job position, your previous experience and your area of expertise.

You may not accept work from any agencies, nor render your services to any other company, firm or individual, unless permitted to do so in writing by Chris Hall (Corporate HR Director). You must be true and faithful to MILAGRO in all dealings and transactions relating to the business and interest of MILAGRO and to use your best endeavors to protect and promote the business, reputation and goodwill of MILAGRO.

PERFORMANCE BONUSES:

Five (5) percent of your annual net salary will be paid annually as performance bonus.

TERMINATION OF EMPLOYMENT

Either you or MILAGRO will be entitled to terminate your employment on written notice given to the other party, as follows: If you have been employed for four (4) weeks or less, either party is required to give the other party one (1) week written notice. If you have been employed for more than four (4) weeks, but not more than one (1) year, either party is required to give two (2) weeks written notice. If you have been employed for more than one (1) year, either party is required to give four (4) weeks written notice.

Notwithstanding the above, your employment with MILAGRO will terminate at the end of the month in which you turn 75 years of age, unless you and MILAGRO agree otherwise in writing.

On termination of your employment you will be entitled to a certificate of service.

On termination of your employment you shall immediately deliver to MILAGRO all assets, equipment, records, documents, accounts, letters, notes, memoranda and papers of every description within your possession or control relating to the affairs and business of MILAGRO whether or not they were originally supplied by MILAGRO and returned in good order, fair wear and tear accepted.

CONFIDENTIALITY:

You agree not to use for your own benefit or for the benefit of any other person and not to disclose to any third party during operation of this agreement or after its termination, except in the ordinary and proper course of MILAGRO business, any confidential information, including, but not limited to, information regarding the trade secrets, customer lists, business affairs, suppliers' lists, technical methods and processes of MILAGRO.

ANNUAL LEAVE

You will be entitled to 45 Days consecutive annual leave on full remuneration in respect of each annual leave cycle (which means the period of twelve (12) months immediately following commencement of your employment). MILAGRO is obliged to grant you, annual leave not later than six (6) months after the end of the annual leave cycle.

MILAGRO may not permit you to take annual leave during any of the period of leave to which you are entitled to in terms of the basic conditions of employment act or during your notice period. All leave granted by MILAGRO must be taken at a time convenient to MILAGRO and is subject to prior notice and approval of MILAGRO. You are required to complete and submit the leave form as set out in the human resources policies and procedures manual; administration form annexure "C", this form is to be handed to MILAGRO for approval. All employees will receive 12.5% of their annual salary as leave benefits payable upon the approval of leave form by the management. Any application to take leave for a period

in excess of three (3) working days must be submitted for approval at least four (4) weeks prior to the intended starting date of such leave.

SICK LEAVE

You will be entitled to two (2) weeks sick leave during every twelve (12) months of employment. However during your first six (6) months of employment you are entitled to one (1) day paid sick leave for every twenty-six (26) days worked. If you are absent from work for more than three (3) consecutive days or more you are required to produce a medical certificate which must be signed by a medical practitioner or any other person who is certified to diagnose and treat patients and who is registered with the professional council established by an act of Parliament.

MILAGRO is not required to pay you your sick leave if you have been absent from work for more than three (3) consecutive days, or on more than two (2) occasions during eight (8) weeks period, and you do not produce a medical certificate stating that you were unable to work for the duration of your absence on account of sickness or injury. You are required to notify MILAGRO by not later than 0900hrs on the 1st day of your sickness or absence from your employment. You are required to complete a sick leave form as set out in the human resources policies and procedures manual immediately upon your return to MILAGRO. This form is to be handed to MILAGRO together with the medical certificate.

Should you at any time become permanently unable, in the reasonable opinion of the MILAGRO management, to perform your duties adequately by reason of ill health, MILAGRO will be entitled to terminate your employment on such terms as MILAGRO, in its sole discretion, considers reasonable. All employees will receive 7.5% of their annual salary as sick leave benefits payable if employee did not embark on sick leave for a period of one annual cycle (12 months).

HOURS OF WORK

Your working hours shall be between the hours of (0900hrs to 1700hrs), Monday to Friday. You will be entitled to a lunch break of one (1) hour which is to be taken between (1200hrs to 1500hrs). You undertake and agree to work overtime whenever it is deemed necessary by MILAGRO.

You acknowledge that you will be employed by MILAGRO, inter alia, because you are prepared to work overtime on occasions, and MILAGRO has employed you on this basis, alternatively, you undertake and agree to work overtime when both the exigencies of MILAGRO business require it, and it is reasonably convenient for you to do so.

Any overtime worked will be on a paid basis, unless by special prior written arrangement with MILAGRO. You will be required to work a minimum of forty (40) hours per week, but due to the varied nature of your work, you may be expected to work additional hours which may be required to meet MILAGRO objectives. This may include the occasional evening or weekends and may include country trips, and may involve overnight stays away from home.

MEDICAL AID

On commencement of service you will be obliged to join MILAGRO medical aid scheme, which is currently MILAGRO employee care scheme. Details of this fund are contained in the human resources policies and procedures manual.

It is compulsory for you to apply for membership of the medical aid scheme, unless you are currently a member of another medical aid, in such event proof of your medical aid membership must be produced within seven (7) days of the date of your commencement of employment with MILAGRO.

MILAGRO will pay 75% of your monthly contributions which is based on the MILAGRO employee care scheme and you will be liable for the balance (1.5% of your monthly salary) which will be deducted from your monthly salary.

If you belong to an alternative scheme then in such event MILAGRO shall contribute an amount equal to the amount payable in terms of the MILAGRO employee care scheme contributions, of the essential scheme.

PROVIDENT FUND

On commencement of service you will be obliged to join MILAGRO pension scheme and your contribution (2% of your monthly salary) will be deducted from your salary. Details of the scheme and contributions are set out in the human resources policies and procedures manual.

GROUP LIFE INSURANCE

MILAGRO operates a group life insurance scheme for the benefit of employees and full costs of the scheme shall be borne by MILAGRO.

COLLECTIVE ARRANGEMENTS AND AGREEMENTS

You will be bound by any collective arrangement or agreements concluded by MILAGRO and employees employed by MILAGRO and/or the representatives of such employees.

FLEXIBILITY

In order to fully utilize manpower resources, all employees will perform work within their skills and capability. To achieve this, individuals will accept any necessary training and be prepared to move from job to job, as the needs of MILAGRO require.

You confirm that you recognize and support the complete flexibility of jobs and duties within MILAGRO, both within sections/departments and between the various sections/departments of MILAGRO, subject to individual skills and capabilities. In return MILAGRO recognizes and accepts the need for training and retraining in the broadening of skills and in new technological developments, as they affect MILAGRO efficiency as engineering operation.

TRAINING

You hereby consent to undergo such training as may be prescribed by MILAGRO from time to time.

SECURITY

MILAGRO security regulations will be observed by you and may at the discretion of MILAGRO be varied from time to time. You will not unlawfully possess any substance, article or thing which is the property of MILAGRO or of any employee of MILAGRO.

VISA:

All international employees should note that MILAGRO shall apply and secure employment visa on their behalf but they shall be responsible for processing personal background check and attestation for permanent employment certification.

MILAGRO shall reimburse the employee any amount spends in securing permanent employment certification.

WORK PERMIT:

MILAGRO shall secure your work permit papers from the immigration office to enable you to live and work legally here in USA.

FLIGHT TICKET:

Your flight ticket shall be sent to you, a week before your departure. You are to provide a working and valid postal address where your ticket shall be delivered through a courier service agent, inclusive of the hardcopy of your offer letter and certificate of employment. You shall provide swift enabled bank account where your two months upfront salaries will be paid to you upon your successful completion of all immigration formalities. Swift copy of the wire transfer slip shall be send alongside with the flight ticket.

ACCOMMODATION:

MILAGRO as a matter of policy provides accommodation to its entire employee and for maximum of four dependents irrespective of job position. All accommodation is fully equipped with recreational facilities for your comfort and relaxation.

ORIENTATION PROGRAM:

Employees are advice to arrive a week before job commencement date in order to attend the orientation seminar. Note there will not be further interview as your appointment is basically on the information, which you have provided on your resume before screening.

There will be a routine check of your credentials on arrival by the human resource department to confirm validity.

ENTITLEMENTS:

Hazard/Inconveniences: \$860.00 (Monthly), Car Maintenance: \$980.00 (Monthly), House & Furnishings: \$1500.00 (Monthly), Entertainment & Recreation: \$685.00 (Monthly), Travel & Events: \$750.00 (Monthly).

Sincerely

MILAGRO OIL



Chris Hall
Corporate HR Director
MILAGRO OIL & GAS.



Simon Charley.
DIRECTOR/CEO
MILAGRO OIL & GAS.

IMPORTANT INFORMATION

Visa Information

In compliance with the (immigration and nationality act section 212(a)(5)) and the citizens and immigration USA act as amended, which makes it mandatory that every foreign national employed permanently in USA must obtain permanent employment certification endorsed by the department of labor. Division of foreign labor certification USA department of labor DOL maintains a system of records titled employer application and attestation file for permanent foreign workers (DOL/FEL-7). In view of the above you are required to contact the below certified immigration attorney for their services in

procuring the permanent employment certification on your behalf. Remember this is mandatory as your visa and work permit cannot be secured without this certification. Find below the contact details of the immigration attorney.

John Dewey Law Firm
Riverfront Plaza, East Tower,
951 East Byrd Street, Richmond, VA 23219 USA.
Contact Person: John Dewey (Managing Director)
Tel: +1 804 905 9888
Fax: +1 804 788 8218
Email: info@johndeweylaw.com
Web: www.johndeweylaw.com

Once you obtain your permanent employment certification, you are required to send to us via e-mail scanned copies of the following documents which will enable us procure your work permit/visa:

1. Scan copy of your permanent employment certification.
2. Scan copy of your duly Signed Letter of employment
3. Scanned Copy of International Passport (Data Page)
4. Scanned Copy of Passport Photograph (Colored)

Upon receipt of the above mentioned documents from your side MILAGRO will liaised with the above mentioned attorney to secure your residence and work permit here in USA and will contact the US Embassy in your country and fax all your documents to them to facilitate your passport stamping. Within a space of 10 working days your papers will be faxed to the embassy. We shall notify you on when to go to the embassy office in your country for the stamping of your passport.

Accept Job Offer

MILAGRO OIL

By signing and dating this letter below, I,

Name of Employee: _____, **Accept the job offer of:**

_____ **by**

MILAGRO OIL & GAS.

Signature: _____

Date: _____