

Registry number:

CONTRACT OF EMPLOYMENT
for temporary employment at foreign construction site – Great Britain

entered into on the day of **14.01.2009** between PMUE “REMAK” SA (joint stock co.) in Opole,
from here on referred to as “Employer”, represented by:

Vice-Chairman of the Board	Adam Rogala
and Mr.	son of
born	in
residing	
from here on referred to as “Employee”	

§ 1

1. Employer has hired Employee at construction site: **GRAIN – Great Britain**
for the **full-time** position of **fitter (boiler fitter)**,
for the fulfilment of order number: **30 08 030 GRE – fitter 3 HRSG on the Isle of Grain**
construction site address:
**“REMAK” SA (joint stock co.) - GRAIN POWER STATION, ISLE OF GRAIN,
KENT ME3 OAR UNITED KINGDOM**
2. The herein contract has been entered into for a fixed period of time
from the day of **15 January 2009** to the day of **31 December 2009**.
3. Employee has obliged himself to execute the work in the position mentioned above in the
first point of the contract in accordance with the detailed scope of responsibilities,
accountability and entitlements determined by the superior before starting work.
4. The construction site manager, or a person acting on his behalf, may assign Employee a
different position than the one described in the present contract if it is deemed necessary for
the fulfilment of the contract.
5. Employer, as a result of technical and organisational conditions, has the right to introduce
compulsory equivalent working time.
6. Employees, according to article 151⁴ of the labour law, may be employed outside of normal
working hours if the need arises, without the right to additional or overtime pay due to
working overtime hours.

§ 2

1. During the period of employment at the above-mentioned construction site, Employee will be receiving a gross pay in the amount of **10,01 GBP/hour** (*in words: ten pounds and one pence*), according to category II classification, payable in GBP or PLN, calculated according to the average exchange rate posted by the Polish National Bank the day before payroll preparation, and includes all employee benefits for performing the position mentioned above in § 1 of the present contract.
2. For the duration of the contract, Employee will receive remuneration and other benefits in accordance with PMUE "REMAK" SA (joint stock co.) employee remuneration regulations for employees working in Great Britain under contract executed by PMUE "REMAK" SA (joint stock co.).
3. Employer will cover residence fees imposed by the authorities of the country of employment.
4. Employer will execute a bank transfer in GBP, or the equivalent in PLN calculated according to the average exchange rate posted by the Polish National Bank the day before payroll preparation, onto Employee's bank account in the Polish bank indicated on the Employee declaration, in accordance with attachment number 1 to the herein contract.
5. Employer reserves the right to:
 - a/ charge Employee for the return of costs borne directly by Employer in connection with Employee not taking up work on the construction site in the time period foreseen by the contract of employment through the fault of Employee, or in the case of contract termination without notice through the fault of Employee.
 - b/ charge Employee for costs or losses due to loss, damage or destruction of tools, work clothing, space, equipment, supplies and the like given into his care or utilisation at the place of employment and accommodation.
 - c/ charge Employee for costs incurred for specialised trainings in Great Britain in the case of contract of employment termination earlier than described in the present contract or in the case of cessation of work.

§ 3

1. Both parties can extend the contract of employment beyond the time period described in § 1 in the form of contract addendum.
2. Earlier contract of employment termination can take place:
 - a) by giving a two-week notice,
 - b) by agreement of both parties,

- c) without giving notice through the fault of Employee, especially in the case of committing a crime in the country of employment or serious infringement of employment responsibilities.
3. Employer is obliged to terminate the contract of employment by agreement of both parties in Employee's favour in connection with serious detrimental circumstances, especially in the case of death of Employee's spouse, child, mother or father, or a natural disaster.

§ 4

During the time period in force of the present contract, Employee is obliged to not take up employment in whatever form (contract of employment, commission agreement, contract for specific work) for another person, physical or legal.

§ 5

Voluntary insurance "NW" in case of extraordinary circumstances premiums are to be paid by Employee.

§ 6

In matters not regulated herein, the following regulations apply: Labour Law regulations, PMUE "REMAK" SA (joint stock co.) employment regulations, PMUE "REMAK" SA (joint stock co.) employee remuneration regulations for employees working in Great Britain under contract executed by PMUE "REMAK" SA (joint stock co.), as well as other applicable work-related regulations in force on the territory of Great Britain.

§ 7

1. The present contract has been drawn up in three exact copies.
2. The herein contract comes into force at date of signing; however, Employee benefits and remuneration described in the contract will be paid out by Employer after Employee crosses the Polish border and takes up work in Great Britain in the determined time period (as described in § 1).

I accept the above conditions without reservations.

/date and employee signature/

Stamp and signature [see source]

/Employer/

Contract attachments:

1. Declaration of pay transfer onto bank account
2. Declaration
3. Commitment
4. Information about holiday time

LIST NO 050109 – List of wages in England for 01/2009

MONTH: 01.2009

Basic number of days	21,00
Basic no. of hours	158,00
Daily allowance	9,00
Pound exchange rate x100	522,31
Daily allowance unpaid days	1,00
Daily pay	4 234,94
No. of days away from home	16,00
Overtime weekly pay	1 045,66
Additional overtime	399,93
Bonus	2 436,79
Bonus – II category pay	923,18
No. of days for insurance deductions	16,00
No. of subsistence allowances PDOF (income tax from physical person)	16,00
Subsistence allowance – ZUS (Social Insurance Company)	2674,23
Subsistence allowance PDOF (income tax from physical person)	802,27
Basic contributions – sickness/accident	6 366,27
Basic contributions – retirement/pension	6 366,27
Gross	9 040,50
Gross – EUR/NOK/POUND	1730,87
Employ. contribution – retirement	621,35
Employ. contribution – pension/disability	95,49
Employ. contribution – sickness	155,97
Total employ. contribution	872,81
Tax deductible revenue expenses	111,25
Tax relief	46,33
Basic health fund contributions	5 493,46
Health fund contributions 7,75%	425,74
Health fund contributions 1,25%	68,67
Total health fund contributions	494,41
Prepayments – in PLN	1 044,62
Total deductions	2 411,84
Amount to pay out – bank account	6 628,66

Amount to pay out – TOTAL	6 628,66
Company contributions – retirement	621,35
Company contributions – pension/disability	286,48
Company contributions – accident	193,53
Total company contributions	1 101, 36
Work Fund contributions	155,97
Guaranteed workers benefits contributions	6,37
Income tax – revenue	8 238,23
Income tax - ZUS (Social Insurance Company) contributions	872,81
Income tax – costs	111,25
Income tax – FZ (work fund) contributions	425,74

NFZ division in Śląsk 12R	Retirement/Pension ins.	Sick./accident ins.	Health ins.
Basic contribution:	6 366,27	6 366, 27	5 493,46
Contributions: Employee:	621,35	95,49	155,97
Employer:	621,35	286,48	193,53

TOTAL CONTRIBUTIONS

2 468,58

Employer: PMUE “REMAK” SA (joint stock co.)

UL. ZIELONOGÓRSKA 3, OPOLE

NIP (TAX IDENTIFICATION NUMBER): 754 – 001 – 33 -69

REGON (NATIONAL BUSINESS REGISTRY NUMBER): 530916125