

termination of employment. However, upon termination Employer shall pay you all earned and unpaid Interim Leave benefits and demobilization travel back to your Point of Origin. If you resign or are terminated for cause, you will forfeit any unpaid Interim Leave except where you were prohibited from taking Interim Leave by project management. In such cases, you will be paid for your Interim Leave days only to which you are otherwise eligible and entitled.

10. You agree to comply with all laws and regulations, both civil and U.S. military (to include U.S. Army Command Directives), applicable at the Assignment Location or the Job Site, and while on authorized travel status, and such other rules, regulations, and policies as the Employer may establish from time to time. You understand that the Job Site may be under the supervision of military authorities, and agree that compliance by Employer with any order, directive or regulation promulgated by military authorities, which results in a breach or default by Employer with the terms of this Agreement shall excuse Employer for any such breach or default.

SPECIFIC TERMS AND CONDITIONS

1. Assignment Duration

The duration of your assignment is anticipated to be approximately 12 months. There is no minimum guaranteed duration of employment. This Agreement shall remain in full force and effect for the duration of the assignment, including any extensions.

Your assignment will be in the U.S. Army's Central Command Area of Operation. Your Assignment Location may be changed at any time within the Area of Operations, at the sole discretion of Employer.

You are aware that the Assignment Location may be a potentially hazardous environment. Although the U.S. Government is responsible for providing security for Employer's operations, your acceptance of this assignment constitutes acceptance and acknowledgment of the risks and the willingness to stay in the Assignment Location until directed by the Employer to evacuate.

2. Compensation

You will receive the compensation listed below, based upon your individual job classification. In-Country Project Manager and the Project General Manager must approve any job classification or rate adjustment(s) in writing, and any changes in job classification or salary

are only effective on the date indicated on the formal Personnel Action Notice (PAN). No rate increase will be awarded unless there is adequate justification to support it.

Base Salary: \$2700.00 per month.

You will be paid a Base Monthly Salary as specified above on the basis of a minimum 40-hour workweek. There is no guarantee of more than 40 hours of work per week. Foreign Service Bonus, Work Area Differential and Hazard Pay, if appropriate, apply only to the first 40 hours worked each week. All hours worked over 40 hours per week will be paid at the straight time rate. The payroll period is monthly, with the pay ending date on Saturday of each pay period. All rate adjustments will be effective at the beginning of a pay week. For purposes of calculating the hourly rate for straight time pay, the following formula is used:

$$\frac{\text{Base Salary per month} \times 12 \text{ months}}{2080 \text{ hours}} = \text{Straight Time Rate per Hour}$$

If you are placed on a standby status, while on standby status, you will be paid Base Salary on the basis of 8 hours per day, not to exceed 40 hours per week standby pay. Foreign Service Bonus continues to apply during the standby period while In Country. If you are placed on standby status while physically located in a work location which has an identified Work Area Differential and/or Hazard Pay, the Work Area Differential and/or Hazard Pay will also apply during the standby period.

(a) Capture and Detention

In the event you are taken and held prisoner, hostage or otherwise detained by a hostile force or the force of any power not allied with the United States while on foreign assignment, Employer will continue to pay your Base Salary at the straight time rate per hour being paid on the date of capture and/or detention. The number of hours per day you will be paid will be the average number of hours worked per day over the past two months immediately preceding detention. Foreign Service Bonus and Work Area Differential uplifts that you are eligible for immediately preceding detention will continue for the duration of detention during the first 40 hours of each workweek. You will also be paid Hazard Pay for the first 40 hours of each week for the duration of your detention, regardless of whether you were receiving a Hazard Pay differential immediately preceding detention. Compensation benefits will continue for the period of detention or internment and will be paid to your authorized party. Additionally,