

TOMATO INC.®

WORK RULES FOR SERVICE EMPLOYEES

1. INTRODUCTION

Welcome to Tomato Inc. We are pleased to have you on the Tomato Inc Team. You are now working for an emerging and promising IT development and services export enterprise. We sincerely hope that your employment with us will be a long and happy one.

Below is a list of Tomato Inc's Rules & Regulations. These work rules are guidelines and create a contract of employment. Please review these rules carefully. Failure to follow these rules may result in disciplinary action ranging from an oral warning to immediate discharge, depending on the seriousness of the offence. You shall abide by the terms and conditions of the standing orders and the rules of the enterprise as in force from time to time. These Rules & Regulations are subject to change with/without Notice.

2. WHO IS AUTHORISED FOR WHAT:

2.1 No one is authorized to provide any Tomato Inc employment contract or special arrangement unless it is in writing and signed by the Managing Director of the Tomato Inc.

2.2 If you are ever in doubt as to your work assignment, i.e., how to do it, when to do it, or what to do, please ask your Supervisor, Project Manager or Managing Director. It is their job to give you assistance, information, instruction and advice.

3. EMPLOYMENT AT WILL:

3.1 You are an at-will employee of the Tomato Inc. This means that you have joined the Tomato Inc at your own will.

3.2 You will be serving as a full time employee of Tomato Inc as per these terms and conditions and agreement. You need to note that you are an employee on agreement.

3.3 You shall not work with any other organization, agency etc., during the tenure as a full time employee of the Tomato Inc.

3.4 You can resign from the Tomato Inc only after serving for a minimum period of 6 months (exclusive of probationary period) and you cannot leave the Tomato Inc in the middle of a project assigned to you without training the alternate replacement of your current project.

3.5 You cannot leave the Tomato Inc at any time without prior Notice and mutual understanding and consent of the Tomato Inc. Under inevitable circumstances the employee should serve a notice of resignation four (4) weeks prior to his/her resigning from Tomato Inc.

3.6 Your employment may be terminated by the Tomato Inc at any time without prior Notice.

3.7 If an employee resigns in the middle of a project and/or resigns before the completion of six (6) months (exclusive of probationary period) a compensation of three (3) months of employee's present salary has to be deposited by the employee. Any contravention of this rule shall be treated as a serious offence with respect to the financial status of the enterprise.

3.8 If an employee resigns in the middle of a project, he/ she will have the sole responsibility to train another employee about the project he/ she has been working. The training will be considered incomplete, until and unless the continuing employee is fully equipped with the workflow of the project.

4. TRIAL/ PROBATIONARY PERIOD:

4.1 The first six (6) months of employment of all new employees on agreement shall be considered a trial or probationary period. The purpose of the trial or probationary period is for you to become familiar with the duties of your new position and for your supervisor to determine whether you are meeting the expectations of your new position as a professional Web Developer and/or software designer.

4.2 If after the expiry of probation period, the enterprise finds you suitable, your employment on agreement will be confirmed on a salary of Rs. 18,000/- (Rupees Eighteen Thousand only) in the scale of Rs.18,000/- (Rupees Eighteen Thousands only) – Rs. 25,000/- (Rupees Twenty Five Thousands only). If you are not found suitable for employment agreement, your appointment may be terminated on the decision of the Enterprise and in case of such termination you will have no right or claim against the Enterprise.

5. ATTENDANCE:

Your supervisor must always be notified if you cannot come to work. You are required to be at your appointed work place and ready to begin work at the appointed starting time. Irregular attendance or tardiness will not be tolerated and may result in termination.

- Your office timings are from 10:00 a.m. to 7:00 p.m. The time remains the same during summer and winter.
- Employees who will be late or absent from work must inform their supervisor at least two (2) hours prior to normal starting time.

- During your absence, you must call your supervisor each day until you are able to return to work.
- Employees will only be paid for the period of time worked. Time keeping devices and/or softwares are used, employees must personally log in and out. Hand written entries will only be accepted if there is a power failure or in-accessibility of the software.
- Your online presence is mandatory. You must use tools such as Windows Messenger, Skype, Yahoo Messenger or GoogleTalk and remain connected with your supervisor, as long as full Internet connectivity is there.
- Under no circumstances should employees leave the assigned work area early without expressed permission from the supervisor.
- In the event of an assignment being incomplete – the employee can carry the assignment as homework.

6. OVERTIME:

Tomato Inc compensates employees for overtime hours worked in excess of the weekly schedule forty (40) hours. Twenty (20) hours/ week or fractions thereof worked in excess of forty (40) hours/ week, overtime will be paid at the rate of five (5) thousands/ week more than the actual salary received by an employee per month.

- You must have approval from your supervisor before working any overtime.

7. BREAK TIME:

Two break times of Thirty (30) minutes each are observed – Lunch and Tea.

8. STANDARD CONDUCT:

8.1 Employees are expected to conduct themselves on the job in a manner that contributes to operating effectiveness, productivity, safety and harmonious work environment. If employees do not meet the Enterprise's expectations of performance and/or conduct, correct action, up to and including termination may be taken. It is within management's discretion to determine what measure would be appropriate under each circumstance.

8.2 Any activity that jeopardizes the good working relations between the Enterprise, its employees, suppliers or customers is prohibited including:

- Fighting, horseplay, boisterous conduct, verbally or physically threatening or intimidating other individuals.
- Falsification of application, time entries and Enterprise records.
- Dishonesty, theft, destruction or damaging of Enterprise or client property.

- Failure or refusal to perform work assigned or to comply with proper instructions given by a supervisor or others in authority.
- Use of loud, abusive, profane or obscene language or racial epithets while at work directed to any fellow employee, supervisor, office personnel or client or anyone in person or over the telephone/Internet.
- All personal work should be avoided during office hours, including mobile phone gossip.
- All forms of hacking and unauthorized use of Enterprise accounts or passwords for doing illegal activities is strictly prohibited.
- Gambling, selling goods, or solicitation of any kind.
- Use or possession of alcoholic beverages or illegal substances; any employee arriving to work under the influence of alcohol or an illegal substance will not be permitted to work.
- Possession of weapons, explosive or firearms.
- Smoking inside office premise.
- Leaving your assigned work site, building or work area without a supervisor's permission.

9. EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY:

Tomato Inc's policy has been, and shall continue to be, to provide equal employment opportunity to all applicants regardless of race, color, religion, sex, national origin, age, veteran status, disability, or any other classification protected by law.

This policy is in accordance with laws of India and affirms the Enterprise's commitment to equal employment opportunity with respect to recruitment, selection, terms and conditions of employment, training, promotion and all personnel actions.

10. HARASSMENT POLICY:

- ❖ **PURPOSE:** To establish a policy prohibiting harassment on the basis gender, race, national origin, religion etc. and to provide employees with a vehicle to report prohibited harassment on the part of coworkers, supervisors, customers or any other individual that they may encounter in the workplace.
- ❖ **SCOPE:** The policy covers all Tomato Inc employees and protects employees from harassment by coworkers, supervisors, customers or any other individuals that they may encounter in the work place.
- ❖ **DEFINITIONS:** Harassment includes, but is not limited to:

- Misconduct which creates a hostile work environment because of an employee's race, colour, sex, religion, national origin, physical or mental disability, age or sexual orientation.
- Reassignment by management to undesirable work or management refusing to acknowledge an employee who has reported a harassment violation because the employee has complained about harassment.
- Posting or showing of photographs, calendars, cartoons or other literature, which may be considered derogatory, including any and all computer based inappropriate materials of an offensive nature.
- Discussing or telling of "dirty" jokes or jokes with sexual connotation regarding an employees' anatomy.
- Any other conduct that might be considered offensive by a group of employees or an individual, and/or which creates a hostile work environment.

❖ **REPORTING PROCEDURE:** Anyone who feels that he/she has been subjected to conduct which violates this policy should immediately report the matter to his/her immediate Supervisor or President.

Violation of this harassment policy will result in disciplinary action, up to and including discharge. In addition, Tomato Inc will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigation of such reports in accordance with this policy.

11. CUSTOMER/CLIENT/TENANT RELATIONS:

11.1 Employees are prohibited from providing or entering into an agreement with any client/tenant to provide any personal services in competition with Tomato Inc.

11.2 Employees will not discuss any personal and financial issues with the client.

11.3 Employees may not engage in soliciting during work time.

12. SAFETY:

12.1 It is the responsibility of all employees to exhibit safe working practices and utilize any safety equipment that the Enterprise may use or require.

12.2 All injuries, no matter how slight, must be immediately reported to your Supervisor.

12.3 Any unsafe condition, unsafe practice or hazard should be immediately reported to your Supervisor.

12.4 Employees shall not make unauthorised repairs to equipments.

12.5 Employees should not use any unapproved software in the office machines.

13. SECURITY:

Employees are expected to follow all security programs that are implemented by the Tomato Inc:

- Visitors and off-duty employees are not allowed in the work area/site without Supervisor approval.
- All entrance doors should be closed. All lights and fans should be switched off when no personnel are inside.
- All bags, packages and handbags etc are subject to a search in the event of Enterprise's property missing.
- Personal electronic appliances like Laptops, Mobiles etc. should be at the individual's custody and the Enterprise shall not be held responsible for its loss or theft.

14. CONFIDENTIALITY POLICY:

14.1 Confidential information shall mean all information provided by Tomato Inc to its employees in oral or written or other recorded form, relating to the Enterprise's business and product lines including status and capabilities as well as the technology, architecture, and software associated therewith; plans for business and product lines; and long range plans for extending business and product lines, including discussions of future products, technology, architecture, and software development. All information acquired during period of employment is confidential to the Enterprise and should not be disclosed either during the employment or following termination (by whatever means) to third parties except as permitted by law and with prior clearance from the President of Tomato Inc.

14.2 The Tomato Inc considers it vital that the employees understand that certain Enterprise Information and all Customer Information is CONFIDENTIAL. Most customers require that Tomato Inc promise that any information obtained from the customer or seen while working on a customer's site will be treated by Tomato Inc as private, confidential information and will not be disclosed to anyone. Certain projects may require the developer to sign a Non Disclosure Agreement (NDA).

- The employee should hold the confidential information of the other party in confidence.
- The employee should not use such confidential information for any purpose other than its own requirement.
- The employee should protect such confidential information from disclosure to any third party.
- The employee should not copy such confidential information except as may be reasonably necessary for the purpose of the desired project or work

14.3 The employee on agreement engaged in software development is to maintain Confidentiality, Official Secrecy and Trade Secrets of this organisation and at the same time he/she understands that decoding Source Code and Object Code and reverse engineering of any software developed in this Enterprise without consent of the Enterprise shall lead to violation of Intellectual Property Rights laws during employment, after the confirmation of employment and even after leaving this job.

14.4 Employees will not discuss any personal and financial issues with the client.

14.5 Employees will not share confidential informations like (projects, passwords, client info etc).

15. SALARY/ PAY STRUCTURE:

15.1 Salary revisions are done after every six (6) months. All salary increments are based on the following factors.

- Work Performance
- Attendance
- Work Responsibility and Sincerity
- Command over English Language
- Timely delivery of Reports
- Client Communication and Feedback from Clients

15.2 The Basic Salary for a probationer is Rs.15,000/- (Rupees Fifteen Thousands only). After successful completion of the probationary period, the employee is entitled to special allowances which is the Cost To Company (CTC).

Note: The below pay scale is only valid for the current fiscal year and may occur before the stated period for highly deserving, performing and extra competent employees.
SALARY IS NO BARRIER FOR EXTRA TALENTED EMPLOYEES.

1. CTC after ½ Year: Rs.18, 000/- (Rupees Eighteen Thousands only).
2. CTC after 1 Year: Rs.20, 000/- (Rupees Twenty Thousands only).
3. CTC after 1½ Years: Rs.23, 000/- (Rupees Twenty Three Thousands only).
4. CTC after 2 Years: Rs.25, 000/- (Rupees Twenty Five Thousands only).
5. CTC after 2½ Years: Rs.28, 000/- (Rupees Twenty Eight Thousands only).
6. CTC after 3 Years: Rs.30, 000/- (Rupees Thirty Thousands only).

MAXIMUM REMUNERATION FOR AN EMPLOYEE FOR THE CURRENT FISCAL YEAR CAN BE Rs.53,000/- (Rupees Fifty Three Thousands only).

15.3 Productivity bonus for extra performance by an employee will range from Rs.1,000/- (Rupees One Thousand only) to Rs.5,000/- (Rupees Two Thousands only).

16. LEAVE

Important: *Holidays are not treated during urgency or heavy pending work.*

16.1 All Sundays are treated as a holiday. A complete list of holidays can be found in our EMS (Employee Management System).

16.2 Sick leaves are to be endorsed with a sick leave certificate from a registered medical practitioner. The Enterprise allows a maximum of three (3) days sick leave per month. Thereafter, the employee will not receive any pay for his absence.

16.3 The employee will lose Rs.400/- (Rupees Four Hundred only), per day, for his/ her absence from duty. This can however be compensated, if the employee works on the next holiday or has been working from home. Working remotely from home will only be counted with his/ her online presence.

16.4 Bandh, Strike etc. are treated as working days. All State Government Buses will ply during such Local Bandhs, Strikes etc.

Violation of any of the rules will bring legal penalty. All disputes will be settled within the jurisdiction of the courts of Delhi arising out of the subject matter.