



Appointment Letter

9th May 2022

Attention : Mofajjal Rasul

Email : mofajjal.techforing@gmail.com

Permanent Address : 149 No, Lane-1, Baridhara DOHS

Present Address : 149 No, Lane-1, Baridhara DOHS

Phone : 8801701016420

Subject : Appointment Letter for the post of "advdf".

Dear **Mofajjal Rasul,**

Reference to your application and subsequent interview with us, **TechForing Management** is pleased to appoint you as "**advdf**" with our company. You are requested to join on "**11th May 2022**" subject to confirmation of the "**Employment Agreement**" and "**Employee Non-disclosure & Non-Compete Agreement**" enclosed herewith. You are expected to return a copy of signed originals of the **Appointment Letter, Employment Agreement and Non-Disclosure & Non-Compete Agreement** for future records.

We welcome you to the TechForing family, and look forward to working with you for the days to come.

Sincerely Yours,

.....
General Manager
TechForing Limited

Enclosed:

a. Employment Agreement

b. Non-disclosure & Non-compete Agreement



Job Description :

Below are your broad day-to-day job description, which the Management may revise based on Company's requirement :

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Terms & Condition:

01. The appointment is for **Freelancing**, regular position for the following post:
"advdf"

Basic	Home Allowance	Transport Allowance	Medical Allowance	Total
12500	7500	2500	2500	25000

02. Your salary will be **25000** including taxes. Below is the breakdown :

03. 1st month is considered as Orientation/Training month and Salary/Allowance for the first month is **only the basic**.

04. When an employee becomes confirmed one **100% of basic salary will be contributed to his/her ERF as a bonus**.

05. A performance review will be arranged after a **90 days probation period**, based on which your services will be confirmed with the Company :

- During the probation period your services can be terminated with **1 day Notice** and without any reasons whatsoever.
- If you want to resign from the company for any reason during the probation period, (also applies for permanent employees) you will be required to submit a written application at least 30 days prior. Failing to do so will result in violation of this contract and the consequences will be as following :
 - Company will fully deduct your current month and **30 days' salary** (from ERF) as a compensation.
 - Company will not provide any experience certificate and NOC.
 - If your services are found satisfactory during the probation period, you will be confirmed in the present position. However, if poor performance found then probation could be extended up to 180 days.

06. Company will pay you 'Sales Commission' as per policy stated below :

- o 1% of the 'First Package Sales amount' shall be paid to for direct sales, or 3% equally distributed to the Sales Rep or actively involved TechForing Staff respectively if the number of sales representatives exceed more than 03.
- o Only 'First Month's Service charge', not exceeding US\$100.00 equivalent shall be paid to, or equally distributed to the Sales Rep or actively involved TechForing Staff respectively. This will apply for minimum one year or above service agreements with the client.
- o 'Sales Commission' will be paid with the monthly salary, two weeks after the date of project completion. Sales commission is paid on total revenue and on actual amount received.
- o If any client charges back or reverse the transaction after the sales commission is paid, the commission will be adjusted on the following month.
- o Above sales commissions shall not apply for cases, where clients are on boarded via TechForing Management or 3rd party referrals.

07. Employees' Regulatory Fund (ERF)

Employee Regulatory Fund is a welfare scheme brought into force to secure a better future for employees. Under the Employees' Regulatory Fund Scheme (ERF Scheme) both employers and employees have to make their contributions. In this scheme, the Company deducts a fixed sum from employee's salary every month and makes an equal or higher sum of contribution (condition applies). Employees also can choose a nominee of his/her ERF amount. ERF is not applicable for interns or contractual employees.

ERF During Probation Period

When a new employee joins :

- o **10% of gross salary** will be deducted for the Employee Regulatory Fund from 2nd month until he/she becomes permanent.
- o If a regular employee (who is not permanent yet) fails to provide at least 30 days prior notice before leaving the job, 30 days' worth of salary will be deducted from his/her **Employee Regulatory Fund**. Remaining amount will be cashed to his/ her account with no benefit whatsoever.
- o All other HR policy is applicable in terms of resignation, termination and bonuses.
- o If an employee is being dismissed for any serious reasons like behavioral issue, cultural conflict, theft, company reputation damage, sabotage, corporate espionage, or continuous performance issue, He/she will lose 1 month of gross salary amount which will be deducted from his/her ERF Fund. Remaining basic Fund will be added to employees' accounts without any contribution from the Company.

ERF for Permanent Employees

Since becoming permanent, a new set of policy will be applicable for the Employee Regulatory Fund. The following policy for ERF will be applied :

- o **10% of basic salary** will be deducted every month for Employee Regulatory Fund.
- o If an employee completes 3 to 5 years with TechForing successfully since he/she becomes permanent : He/she will get an equal amount of contribution from Techforing Limited to the ERF Scheme if the company is financially able, otherwise the only savings.
- o If an employee completes 5 to 10 years with TechForing successfully since he/she becomes permanent : He/ she will get 1.5 times of the total savings in ERF if the company is financially able, otherwise the only savings.
- o If an employee wants to leave the job : He/she has to provide at least 3 months of prior notice. Failing to do so, the employee will lose 3 months of gross salary amount which will be deducted from his/her ERF Fund. Remaining basic Fund will be added to employees' accounts without any contribution from the Company.
- o If an employee is being dismissed for any serious reasons like behavioral issue, cultural conflict, theft, company reputation damage, sabotage, corporate espionage, or continuous performance issue : **He/she will lose 3 months of gross salary amount which will be deducted from his/her ERF Fund**. Remaining basic Fund will be added to employees' accounts without any contribution from the Company.
- o If any employee who has completed at least 6 months as a permanent employee with Techforing Limited becomes seriously ill that requires expensive and longer treatment, or faces an accident or death, his or her nominee will receive the ERF amount with an equal contribution from Techforing Limited of a year.



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08. Company will cover the monthly fixed mobile bill and internet package if that suits your position.
09. Company will pay your conveyance & TA/DA bills on business travels and visits.
10. Company will arrange necessary training relevant to the job description for you, as and when needed.
11. As per Company Policy, employees are eligible to get **2 bonuses (each 50% of Gross Salary)** per year after successful completion of one year service period from the date of appointment as a permanent employee, and this will be paid at the time of respective religious festivals.
12. The Permanent Employee(s) shall be entitled to **10 days Casual Leave, 14 days Medical Leave** and shall not be entitled to any other leave as of right, however the management may consider such leave, if any, at its own and absolute discretion.
13. The office timing/working period is **06 days a week, 09 hours a day with a 01 hour lunch break** in between. The job can be day or night shift. Company will assign the employee on proper shifts depending on company needs.
14. Increment/Promotion: based on performance of the employee(s).
15. Management of the company may terminate permanent employee's services at any time by giving 1-month notice and if any permanent employee wants to leave, he/she has to inform 3 months prior to the date/month before the management by written application. Otherwise, penalty applies as **referred to point (5)**o However, in case of unlikely events such as natural disaster, hands of God act, bankruptcy, or any extreme situation, management has the right to terminate the contract at any given time without any prior notice.
16. This appointment letter is being issued to you on the basis of the information and particulars furnished by you in your application (including bio-data), at the time of your interview and subsequent discussions. If it transpires that you have made a false statement (or have not disclosed a material fact) resulting in your being offered this appointment, the Management may take such action as it deems fit in its sole discretion, including termination of your employment.
17. You will be responsible for safekeeping and return in good condition and order of all Company property, which may be in your use, custody or charge. You also hereby agree to hold in strictest confidence all TechForing proprietary information, including client list, products/services, price, discount, design specifications and other trade secrets those will be shared or granted access from time to time for operational purposes.
18. Please sign and return this Employment Agreement and Non-disclosure Agreement confirming your acceptance.
19. You are also required to submit copies of following documents to the office for HR records:
 - a. Two Copies of Passport Size Photos
 - b. SSC and HSC, or equivalent certificate.
 - c. Graduation certificate.
 - d. National Identification Card (NID)
12. Signing of this terms and conditions by the Employee(s) shall create the contractual obligation on his/her part with the company. Any amendment to this shall be valid only after mutual discussions and agreement in writing.



Employee Non-Disclosure & Non-Compete Agreement

This Employee Non-Disclosure & Non-Compete Agreement, hereinafter known as the "Agreement", is entered into between **Mofajjal Rasul** ("Employee") and **TechForing Limited** ("Company"), collectively known as the "Parties" as of the **11th May 2022** (the "Effective Date").

Article I: Scope of Agreement

This Agreement acknowledges that certain confidential information, trade secrets, and proprietary data (hereinafter defined and referred to as "Confidential Information") of or regarding the Company may be discussed between Employee and the Company (hereinafter known collectively as the "Parties"). The provisions set forth in this Agreement define the circumstances in which the Employee can and cannot disclose Confidential Information, and include the remedies, penalties and lawful action the Company may take should such information be used or disclosed by Employee. Both Parties agree that it is in their best interests to protect the Company's Confidential Information, and that the terms of this Agreement create a bond of trust and confidentiality between them. In consideration of Employee's commencement of employment, or continued employment with the Company, the Parties agree as follows:

Article II: Confidential Information

a. Definitions. Confidential Information is any material, knowledge, information and data (verbal, electronic, written or any other form) concerning the Company or its businesses not generally known to the public consisting of, but not limited to, inventions, discoveries, plans, concepts, designs, blueprints, drawings, models, devices, equipment, apparatus, products, prototypes, formulae, algorithms, techniques, research projects, computer programs, software, firmware, hardware, business, development and marketing plans, merchandising systems, financial and pricing data, information concerning investors, customers, suppliers, consultants and employees, and any other concepts, ideas or information involving or related to the business which, if misused or disclosed, could adversely affect the Company's business.

b. Exclusions. For the purposes of this Agreement, information shall not be deemed Confidential Information and the Employee shall have no obligation to keep it confidential if :

- o The information was publicly known;
- o The information was received from a third party not subject to the restrictions of this Agreement and becomes available to Employee through no wrongful act or breach of Agreement on their part;
- o Or the information was approved for release by Employer through written authorization.

c. Period of Confidentiality. Employee agrees not to use or disclose Confidential Information for their own personal benefit or the benefit of any other person, corporation or entity other than the Company for a period of **Five Years**.

d. Limitations. Employees shall limit access to Confidential Information to individuals on a strictly



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need-to-know basis, involving only those who are carrying out duties related to the Company and its business. Individuals under the Employee's command (affiliates, agents, consultants, representatives and other employees) are bound by and shall comply with the terms of this Agreement.

e. Ownership. All repositories of information containing or in any way relating to Confidential Information is considered property of the Employer. The removal of Confidential Information from the Company's premises is prohibited unless prior written consent is provided by the Company. All such items made, compiled or used by the Employee shall be delivered to the Employer by Employee upon termination of employment or at any other time as per the Employer's request.

Article III: Inventions

a. Prior inventions. Any inventions created or conceptualized by the Employee prior to signing the Agreement are excluded from the provisions herein.

b. Ownership of Inventions. Inventions constructed while under the Company's employment are the sole property of the Company except those described under subsection (c) below.

c. Personal Inventions. Inventions developed by employees on their own personal time not constructed on Company property, and that were not created using any Company materials, equipment, technology or information, are exempt from the provisions of the Agreement.

Article IV: Non-Compete Clause

Clause-1: The Employee specifically agrees that for a period of **3 Years** after the Employee is no longer employed by the Company, the Employee will not engage, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, in the same or similar activities as were performed for the Company in any business in Bangladesh, which distributes or sells products or provides services similar to those distributed, sold, or provided by the Company at any time during the **3 Years** preceding the Employee's termination of employment.

Article V: Entire Agreement

a. Previous Agreements. This Agreement constitutes the entire agreement and the signing thereof by both Parties nullifies any and all previous agreements made between Employer and Employee.

b. Modifications and Amendments. No modifications, amendments, changes or representatives of both Parties.

c. Successors and Assigns. This Agreement shall be binding upon the successors, subsidiaries, assigns and corporations controlling or controlled by the Parties. The Company may assign this Agreement to any party at any time, whereas an Employee is prohibited from assigning any of their rights or obligations in the Agreement without prior written consent from the Company.

Article VI: Nature of Relationship

a. Non-contract. The Agreement does not constitute a contract of employment, nor does it guarantee continuing employment for the Employee.

b. Non-partner. The Agreement does not create a partnership or joint venture between Company and Employee. Any financial arrangements made between both Parties shall not be included in this Agreement but must be disclosed in a separate document.



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Article VII: Immunity

Disclosing Confidential Information to an attorney, government representative or court official in confidence while assisting or taking part in a case involving a suspected violation of law is not considered a breach of this Agreement. Should the Employee be required to disclose Confidential Information by law, the Employee shall provide Employer with prompt notice of such request.

Article VIII: Breach of agreement

a. Cause for Action. Employee understands that the use or disclosure of any Confidential Information may be cause for an action at law in an appropriate court of Peoples Republic of Bangladesh, and that the Employer shall be entitled to an injunction prohibiting the use or disclosure of the Confidential Information.

b. Indemnification. Employee understands and agrees that if the use or disclosure of Confidential Information by them or any affiliate, employee or representative of the Employee causes damage, loss, cost or expense to the Company, the Employee shall be held responsible and shall indemnify the Company.

c. Injunctive Relief. The Employee understands and agrees that the use or disclosure of Confidential Information could cause the Company irreparable harm and the Company has the right to pursue legal action beyond remedies of a monetary nature in the form of injunctive or equitable relief. This may be in addition to any other remedy, penalty or claim the law can provide.

d. Notice of Unauthorized Use or Disclosure. Employee is bound by this Agreement to notify the Company in the event of a breach of agreement involving the dissemination of Confidential Information, either by the Employee or a third party, and will do everything possible to help the Company regain possession of the Confidential Information.

Article IX: Prevailing party

In a dispute arising out of or in relation to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees, costs and necessary expenditures.

Article X: Severability

Any provision within the Agreement (or any portion thereof) deemed invalid, unlawful or otherwise unusable by a court of law shall be dissolved from the Agreement and the remainder of the Agreement shall continue to be enforceable. A severed provision shall not alter the integrity of the Agreement, and the terms set forth in any severed provision shall be construed in such a way as to interpret the purpose for which it was drafted.

Article XI: Governing Law

This Agreement shall be governed in accordance with the laws of the People's Republic of Bangladesh.

Employee Signature

TechForing Limited

Print Name:

Print Name:

Date: _____

Date: _____