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| Date: | October 13, 2021 |  | **(*CONFIDENTIAL*)** |

**[Salutation]. [Full Name],**

Karachi.

**Subject:**  **APPOINTMENT LETTER**

Dear **[Salutation]. [First Name]**,

Reference to your application and consent for employment and subsequent interviews, declared academics and other job-supporting qualifications, we are pleased to offer you employment and appoint in capacity **[Designation]** in **[Department Name] Department,** **Design and Development** as per Company’s Band & Grade policy. The terms and conditions of your employment will be as follows:-

**COMMENCEMENT OF APPOINTMENT**

Your appointment will commence from **[Date of Joining]** and your appointment is subject to your antecedents being substantiated by the Company and being competent and medically fit to the entire satisfaction of the Company, under certain provisos as laid down herein.

**LIABILITY OF SERVICE/ PROBATION**

1. You will be on a “Probation” for 3 Months.
2. You may be transferred, deputed or assigned to any subsidiary, associate firm or sister concern, as the Company may decide from time to time, or required to serve anywhere in Pakistan and you may be transferred any time to any shift to perform your duties.
3. Your designation, responsibilities or duties, may be changed from time to time by the Company, as it may deem fit and necessary.

**SALARY**

1. Your current gross monthly salary is: **PKR [Gross Salary].**

In case of any income tax payable, the same will be deducted from your salary and deposited in the Government Treasury.

**HOURS OF WORK**

1. The standard working hours would be nine (9) hours with 1 hour break in general. The distribution of weekly working hours may vary from time to time according to operational requirements. In case of urgent business needs, you may be required to work extra hours other than the agreed hours of work.

**LEAVES/ BENEFIT PROGRAMME (AFTER CONFIRMATION)**

1. Leave Entitlement:
2. Privilege/Annual leave - 14 days for each completed year of service.
3. Casual leave - 10 days.
4. Sick leave - 8 days at full pay. Such leave exceeding two consecutive days will only be approved against Medical Certificate.

Any leave in excess of entitlement will be treated as leave without pay.

1. You will be entitled to participate in Employee Benefit Program(s) that may be introduced from time to time and made applicable to employees in your grade as per Company’s policy.

**TERMINATION OF APPOINTMENT**

1. You shall be required to serve the notice period in accordance with the terms of appointment letter; whereas the disbursement of your salary for the period of 15 days prior to the date of resignation till the end of notice period shall be made along with the full and final (F&F) settlement within 90 days from the end of notice period. The disbursement of F&F shall be subject to serving of notice period by the employee in due manner.
2. Following terms shall apply to termination of employment:
3. After confirmation, this appointment may be terminated by either party giving [ ] Months’ notice in writing or salary in lieu thereof. During the notice-period, *you* shall be required to perform your job role in due manner and required to meet your assigned targets; failing which you may be terminated immediately that will be at the sole discretion of the *Company* without any obligation (i.e. to pay money in lieu thereof) on the part of the *Company*. Moreover, In case *you* happen to do a policy violation during the post resignation/notice period, the *Company* reserves the right to immediately terminate and withhold your complete/partial salary/salaries; and that will be at the sole discretion of the *Company*.
4. If in the Company's opinion, which shall be final and conclusive in this matter, you are found guilty of breach of Company policies (i.e. an employee happens to commit an act that is restricted by the Company policies e.g.; including but not limited to misconduct, cartelization, office-politics, lobbying, excessive absenteeism, excessive non-productivity, misbehavior or engagement in any kind of unprofessional or unethical activity that is deemed inappropriate in line with the code of conduct policy in general and specifically in the opinion of the Company Management), applicable and enforced from time to time or any other conduct which violates one or more terms, part or whole, of this letter, the Company shall have sole discretion to terminate your services forthwith without any notice or salary in lieu of notice and/or take appropriate legal action against you.
5. The decision of Management for closure of business unit consequently requiring immediate release of *employees* of that unit; shall also be covered under the treatment specified into clause no.9-ii as above; i.e. *employees* of the to-be closed business unit shall be laid off on immediate basis without being eligible for any notice period or the equivalent salary in lieu thereof.
6. The Company also reserves the right to immediately terminate the employee regardless of employment status (i.e. on probation or confirmed) any time on the basis of low or unacceptable performance i.e. failure to achieve assigned targets during a certain period of time whose determination shall be at the sole discretion of Company. In such a scenario, the Company shall not allow any notice period or any payment to be made in lieu thereof. You hereby agree that you shall not be eligible to make any claims in this regard.
7. While serving the notice period, you shall not be entitled to avail the benefits provided by Company (specifically the Company maintained car), thus you shall be required to handover the car to the Company’s administration department immediately from the date of your resignation or the start of your notice period whichever is applicable or comes first.

**PERFORMANCE MANAGEMENT SYSTEM**

1. You will be entitled to participate in the Performance Management System as per the scope of the program in the Company.

**RETIREMENT**

1. You will be due for retirement on attaining the age of Fifty eight (58) years. The retirement age will be calculated on the basis of your Matriculation Certificate or as per your National Identity Card (CNIC Card) and/or as enlisted in your employment form / bio data. The Management may, at its discretion, extend the age of the retirement, if you are found to be medically fit.

**OTHER RULES AND REGULATIONS**

1. In all other respects, your services will be governed by the rules of the *Company* that are applicable and enforced from time to time.
2. You will not divulge, either directly or indirectly, to any person or body any knowledge or information, which you may acquire concerning the affairs, property enterprise and undertaking of *The Company*, its employees, companies or subsidiaries. Furthermore, you shall not take or remove from the premises of the Company without the written consent of the Management, any data, tables, calculations, e-mails, letters and or other document or items of property or confidential information pertaining to the Company's business and/or affairs, in any form whatsoever, (i.e. paper, diskette, tape, CD, optical or magnetic etc.) or any type of resources tangible or intangible belonging to *The Company* should not be used for personal gains and benefits.
3. The "trade secrets" entails information of the disclosing party, including but not limited to, technical and non-technical data, formulae, patterns, compilations, programs, devices, methods, techniques, drawings, processors, financial data, financial plans, product plans and lists of potential customers, that is not generally known to, and is not readily ascertainable by proper means by others who could obtain economic value from its disclosure or use, and is subject to efforts by the disclosing party to maintain its secrecy.

You shall be solely responsible for the company-owned asset(s) i.e. laptop/mobile/car etc. given to you to be used for official-purposes only. The Company shall not bear any type of responsibility in case of any kind of (direct / indirect) misuse/illegal use/untoward incidence through the Company-owned asset(s) from the concerned employee. This clause shall specifically apply on the incidence(s) of misuse/illegal use/unwanted happening occurred/reported during the tenure when the concerned employee is authorized to use the Company-owned asset(s); however it shall also remain in effect for the incidence(s) that had occurred earlier yet is/are reported (came into the knowledge of the Company) later after the concerned employee had handed over the Company-owned asset(s) to the Company. You hereby agree that in case of any misuse/illegal use/unwanted incident happened through the Company-owned asset(s) you shall duly indemnify the Company against any kind of legal liabilities, damages and claims; hence only you shall bear the complete responsibility and face the subsequent legal/other consequences whatsoever. In addition, in case of an event where a company provided asset (i.e. car/ laptop/ mobile phone etc. etc.) is snatched/ robbed/ stolen, the complete responsibility shall be borne by the concerned associate and shall be liable to compensate for the monetary loss of the particular asset (the monetary loss shall be communicated by the Admin dept. to the associate after the calculation of loss covered by the insurance company, where apply). Concerned associate shall be responsible to pay via cheque/ cash or the adjustment shall be made from his/her salary/ F&F whichever applicable. In addition, in case of an event where a company provided asset (i.e. car/ laptop/ mobile phone etc. etc.) is snatched/ robbed/ stolen, the complete responsibility shall be borne by the concerned associate and shall be liable to compensate for the monetary loss of the particular asset (the monetary loss shall be communicated by the Admin dept. to the associate after the calculation of loss covered by the insurance company, where apply). Concerned associate shall be responsible to pay via cheque/ cash or the adjustment shall be made from his/her salary/ F&F whichever applicable.

1. For Software, "trade secrets" includes, but is not limited to, copy/transfer of source code/ *Company* portal and software system design. "Confidential information" entails any data or information, other than trade secrets, that is competitively sensitive material, and not generally known by the public, such as product planning information, marketing strategies, pricing and internal performance results.
2. You hereby confirm that you fully understand the significance of information security issues concerning the business, and hence accede to authorize the Company to monitor your activities on computer systems/ laptops as provided to you to perform the required business operations.
3. You agree not to approach Company’s existing and potential Customers directly or indirectly in any manner, whatsoever.
4. You further agree not to render the services, paid or unpaid, or in any manner whatsoever, to any other organization / entity / person, which may be construed to have a quantum of conflict with the Company’s business, in any capacity, be it whole-time or part-time; and confirm not to be engaged in activities such as owning/sharing such business(es); or any money-generating act or otherwise or in commercial/social context that may bring harm to the whole or part of the Company’s business. You bear out in full understanding not to hire or seek service/advice from any existing/ex-employee(s) of the Company in any manner, whatsoever. This covenant shall extend to any level of operations worldwide and shall remain in full force and effect for two years from the date of separation from the Company.
5. You acknowledge that any violation of the terms as mentioned in above clauses may cause damage and harm to the Company, including but not limited to, loss of competitive advantage, loss of revenue, increase in costs, goodwill and reputation, and other harm not yet ascertainable to the Company and You. You acknowledge hereto that any such damages set forth above will be difficult, if not impossible to calculate in monetary terms, and will be irreparable loss to Company. You agree that in the event of a breach of this Agreement, you shall solely be liable for all its consequences under the law.
6. You agree that upon written notice from Company for any breach of the terms of this document, you shall immediately cease all further activities which are, or are determined by the Company to be a breach of this document.
7. Youagree that in case of breach of the above clauses of this document you shall be liable to return the amount equivalent to all salaries including benefits that you have been paid and provided by the company since your date of joining the company till the date of breach of this agreement. In addition, the Company reserves the right to bring a claim to court and claim damages that will be made in accordance with the estimated losses of all types i.e. including tangible and non-tangible. The claim for damages shall however not exceed the amount of Rs.100,00,000 (Rupees Ten Millions).
8. If at any time subsequent to your employment having commenced, it is brought to the attention of the Company or if in the opinion of the Management you have been earlier involved and/ or accused of any illegal / immoral or unethical action prior to your appointment, this appointment will be considered as instantly terminated on grounds of concealment and such termination shall be without prejudice to the rights of the Company to initiate appropriate action.
9. During the period of your employment, you shall not work in any other organization, in any capacity be it full or part-time. Moreover, you shall not directly or indirectly engage in a business or other activity directly competing with the Company either as person or with a competing organization. This covenant shall extend to any level of operations worldwide and shall remain in full force and in-effect for One (1) years from the date of separation from The Company.
10. You hereby declare that you have never worked with anyone of the following companies of the industry i.e. “Digitonics Labs”, “The Internet Spectrum Pvt. Ltd.”, “Ace Digitals”, “One World Digitals” and “Abtach Ltd.”. In case you have worked with any one of the above mentioned companies, however you keep this information secret from the Company at the time of interview or joining the company, then the Company shall immediately terminate you as and when this information is known to the Company.
11. Moreover, after leaving the Company, you shall not be allowed to join aforementioned companies (i.e. “Digitonics Labs”, “The Internet Spectrum Pvt. Ltd”, “Ace Digitals”, “OneWorld Digitals” and “ABTach Ltd”.) until and unless you obtain a ‘No Objection Certificate (NOC)’ from the Company. The NOC may be issued subject to good employment record, however the issuance of NOC shall be at the sole discretion of the Company without causing any obligation to justify non-issuance of NOC.
12. You shall not be allowed to accept order (or work upon such order) for an item/ product (including - but not limited to; in the form of content writing/ graphics designing/ web development/ video animation/ apps development/ social media marketing/ SEO/SEM services/ affiliate marketing/ B2B services etc.) that may pertain directly or indirectly to the area of pornography/erotica/sex/nudity/ child abuse/ profanity/ desecration/ defamation/ violence/ torture/perversion/narcotics/anti-state content etc.; in addition to this any item that is banned as per local and/or international laws. The listed restricted areas/items are suggestive and hence list may include any item/area that might fall under the scope of being ‘unethical/immoral’ in accordance with the established ethical values of the Company specifically and the country law in general. The violation of this clause shall result in strict disciplinary action that may also lead to termination in severe cases. The determination of the severity level of the violation incidence shall be at the sole discretion of the Company and shall also be non-challenge-able. The acceptance of the clause by the employee; is mandatory.
13. The use of any kind of drugs (specifically narcotic and harmful drugs) and liquor by the employee is strictly forbidden at work place. Company also highly discourages the use of any kind of drugs and liquor by its employees during the tenure of their employment with the company. Moreover, in general company adheres to the policy of high level of restriction and discouragement of any kind of narcotic/ harmful drugs and liquor use or possession by anyone advising its employees to completely abstain from these items considering the health specific hazards caused by these. You hereby confirm understanding of this policy and affirm to comply with this; failing which company shall not be liable for any kind of consequence(s) arising of out of the use of drugs/ liquor by you (whether within or outside the company premises) during the tenure of your employment with the company. If you are found/ known to have used drugs/ liquor on the day when your presence is marked in the company, then you shall be immediately terminated.
14. You are required to notify HR Department immediately of any change in your residential address, phone number or in your civil status.
15. You will be responsible for the safe custody and return in good condition and order, of all the Company's property which may be in your use, custody, care or charge. The Company shall have the right to deduct the money value of all such things from your dues and take such other actions as deemed proper in the event of your failure to account for such property to the Company's satisfaction.
16. The terms and conditions of this document shall ensure to the benefits of; and shall be held accountable against all heirs, successors, and assigns to the parties concerned.

**Regards,**

**Abdul Basit**

Manager-HR & CP

Human Resources

BD21315_

I, [Salutation]. [Full Name], bearing CNIC #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereby substantiate in complete consciousness that the fore-mentioned clauses and any/all sub-clauses in this Appointment Letter have been read, understood & accepted by me in all their scope and enforceability and the terms specified in this document are applicable from the date of my appointment.

Moreover, I declare that:

1. I have completed and done through the clearance process by former employer(s), if any; which is hereby referred to as a “complete handover and takeover”, and that I do not have any task/assignment(s) which have not been completely handed over to the former employer.
2. That I do not possess any information in any form (including but not limited to hard copy, soft copy, email, excel sheets, Word, WhatsApp, Facebook Profiles, and Social Media etc.) regarding data/leads/customers/business model of former employer, which can be used to affect the former employer. And that I have been strictly instructed by the Company not to utilize any such information of the former employer(s).
3. That if I am found using the former employer(s) data in Company, then I shall be prosecuted and taken through highest level of legal action. And that the company or any of its official representative(s) has not instructed me to utilize any kind of competitive data from my former employer(s).
4. I accede to extend my satisfaction on my scope of work / bindings and any legal implications in consequence of any deviation from the contents of this letter. As a token of my unequivocal acceptance to the above, I hereby concur to endorse my acceptance.

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Signature & Thumb Impression