



EMPLOYEE HANDBOOK



[i] InteNcode



REVISION HISTORY

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WELCOMING MESSAGE

The Management of Intencode India Private Limited (INTENCODE) is proud to welcome you as a member of our family. We look forward to the opportunity of working together to build INTENCODE into a dynamic and progressive organisation which you would be proud to be associated with.

At INTENCODE, we value our employees and regard them as an asset to INTENCODE. We believe in fair employment opportunities and equal treatment to all employees, and we promote learning and capacity building as part of career and skills enhancement.

This handbook is intended to familiarise you with important information about INTENCODE and the pertinent roles and responsibilities of each division in INTENCODE, as well as to provide guidelines and best practices for your employment experience with us to foster a close and healthy working environment. It is made available for you to help you understand how INTENCODE operates so that you will be better informed and as a guide throughout your employment with INTENCODE.

The success of INTENCODE depends on your commitment and professionalism, and this combined with great team effort would undoubtedly provide the highest level of service needed to be the best in our field.

We look forward to your contribution and support to INTENCODE.

The Management

ABOUT INTENCODE INDIA PRIVATE LIMITED

Intencode India Private Limited (INTENCODE) the company involved in the development, import/export, distribution, and provision of systems and application software for microprocessor-based information system. It also engages in offshore software development projects, act as an internet service provider, and offer solutions in various application areas including emerging niche segments like internet and intranet website applications, enterprise software, resource planning, e-commerce, and value-added products. The company designs and develops software for computer, telecom, digital and electronic equipment manufacturers, owners, and users in India and globally.

Additionally, the company carries out software development and provides It-enabled services and involved in designing and dealing computer software packages, as well as importing, exporting, selling, purchasing, and dealing in computer hardware and systems.

INTENCODE CORE ACTIVITIES

- **ARTIFICIAL INTELLIGENCE**
- **CLOUD-NATIVE DEVELOPMENT**
- **CLOUD-BASED DEVELOPMENT**
- **LOW CODE**
- **BLOCKCHAIN**
- **BIG DATA ANALYTIC**
- **MODEL BASED SYSTEMS ENGINEERING**

VISION, MISSIONS, AND CORPORATE VALUES

➤ **VISION**

To become global consulting, software engineering and R&D company, to address partners complex technical challenge by providing best practices IT solutions for their business.

➤ **MISSION**

To integrate **people**, **businesses**, and **technology** to create effective IT solutions.

➤ **CORPORATE VALUES**

We create values by embracing change and adaptability. Our three core values:

SERVICE

We communicate the message to partner in a way that they will understand and keep them informed of what is happening at each stage of the project, advancement, or system.

ALLIANCE

We collaborate with our talents and clients to get the resources in pursuit of excellent results.

SOLUTIONS

We serve the changing needs of the industry to enhance the values brought to the community, environment, and economy.

PURPOSE AND USE OF THIS HANDBOOK

This Handbook shall apply to all employees of INTENCODE which shall serve as a guide on the terms and conditions of service, benefits, and other related matters pertaining to the employee's services with INTENCODE. All employees of INTENCODE are required to be conversant with this Handbook together with the Terms and Conditions of Service as stated in their Letter of Appointment.

Provided, however.

Whenever any Terms or Conditions of this Handbook differs from an employee's letter of appointment, the General Terms and Conditions (GTC) in the Handbook and Specific Terms and Conditions of the beholder in the Letter of Appointment shall prevail.

This Handbook is to be kept in strict confidence and it shall be returned to the Corporate Department or disposed of upon leaving the services of INTENCODE.

The GTC is not exhaustive and INTENCODE reserves the right to vary or amend the clauses in this Handbook at its sole discretion and all employees would be informed accordingly.

SCOPE OF HANDBOOK

This Handbook includes personnel policies and procedures that apply to all employees of INTENCODE. However, the respective department might have a more detailed departmental instruction, which relates to a specific department or area that is not stated in this Handbook.

DEFINITIONS

In these Terms and Conditions of Service, unless otherwise stated, the following definitions and interpretations shall apply:

- a. All reference to the 'Masculine' gender shall include the feminine gender unless the context requires otherwise.
- b. All reference to the 'Singular' shall include the plural and vice versa unless the context requires otherwise.

- c. All reference to the 'Employee' shall include any person who is employed under a contract of service by INTENCODE.
- d. All reference to the 'Year' shall mean a period, which commences on a certain date and terminates on the date immediately before the equivalent date in the following year.
- e. All reference to 'Calendar Year' shall mean the period from 1st January to 31st December of the same year, both dates inclusive.
- f. All reference to 'Month' shall mean a calendar month. When remuneration or payments for a portion of a month is to be considered, such remuneration or payments shall be apportioned based on the actual number of days in that month.
- g. All reference to 'Day' shall mean a continuous period of twenty-four (24) hours beginning at midnight, or in work where the normal hours of work extend beyond midnight, a continuous period of twenty-four (24) hours beginning at any point of time.
- h. All reference to 'HOD' shall mean 'Head of Department'.
- i. All reference to 'KPI' shall mean 'Key Performance Indicators'.

DEPARTMENTAL ROLES AND RESPONSIBILITIES

CORPORATE DEPARTMENT

The Corporate Department functions as a coordinating body, developing and implementing strategies that satisfy objectives of individual departments as well as promoting overall corporate goals.

Areas in Corporate Department include:

- a. Legal and regulatory compliance: ensuring that the organisation is compliant with all relevant laws and regulations, including contracts, employment laws, and financial regulations.
- b. Corporate governance: overseeing the management and administration of the organisation, including managing its finances, reporting to stakeholders, and overseeing the operations of subsidiary and branch companies.
- c. Risk management: identifying, evaluating, and managing potential risks that could impact the organisation, including financial, operational, and reputational risks.
- d. Corporate social responsibility: implementing and managing programs and initiatives that promote the organisations' commitment to sustainability, ethical business practices and social responsibility.
- e. Corporate communications: developing and implementing the organisations' communication strategy, including public relations, marketing, and internal communications.
- f. Human resources: overseeing the recruitment, training and development, employee compensation and benefits, employee services and relation, personal record, and retention of employees, and ensuring that the organisations' HR policies and procedures are compliant with employment law.

TECHNICAL DEPARTMENT

The Technical Department is responsible for ensuring that an organisation's technology infrastructure is operating effectively and efficiently. Some of the key roles and responsibilities of an IT department include:

- a. Network and systems management: maintaining and managing the organisation's computer networks, servers, and other systems to ensure high availability and security.
- b. Technical support: providing technical support to users, including troubleshooting hardware and software issues, and responding to technical inquiries.
- c. Database management: designing, implementing, and managing databases to store and organise the organisation's information.
- d. Cybersecurity: protecting the organisation's data and system from cyber threats, including managing firewalls, anti-virus software, and other security measures.
- e. Software development: developing and maintaining custom software applications to meet its specific needs.
- f. Cloud computing: implementing and managing cloud-based systems and services, including cloud storage and computing solutions.
- g. Website development: developing and implementing the organisation's website, including designing and implementing online applications and e-commerce solutions.
- h. Technology planning: developing and implementing a technology roadmap for the organisation, including identifying new technologies and solutions that can support its growth and competitiveness.
- i. Project management: leading and managing technology projects, including coordinating with other departments and stakeholders, and ensuring that projects are completed on time and within budget.

SECTION 1: INTENCODE INDIA PRIVATE LIMITED SCHEME OF SERVICES

1.0 THE CONTRACT OF EMPLOYMENT

1.1 Employment Policy

INTENCODE has a strong commitment to equal opportunity in the workplace and believes in treating people with respect and dignity. INTENCODE provides equal employment and advancement opportunities for all qualified persons and does not discriminate against any employee or applicant for employment.

1.2 Employment Classification

Employment with INTENCODE can be classified into three (3) categories; permanent, contract or temporary, depending on the condition and purpose of employment.

1.2.1 Permanent Employee

Employees serve with the company and have been confirmed after probation. Permanent Employee is entitled to receive all benefits mentioned in this Employee Handbook subject to the policies and regulation.

1.2.2 Employee with Probation Status

Permanent and contract employee that required to go through probation period based on stipulate period upon receiving the confirmation. Employee during the probation is not entitled to receive all benefit mention in this Employee Handbook unless it is mentioned clearly in the Employee Handbook or Letter of Appointment.

1.2.3 Contract or Temporary Employee

Person(s) who are full-time employed for a specific period including Part Time, Internship etc. Contract Employee is not entitled to receive all benefit mention in this Employee Handbook unless it is mentioned clearly in the Employee Handbook or Letter of Appointment.

1.3 Appointment

- 1.3.1 Every new employee will be given an appointment letter by Corporate Department before reporting for duty in his respective department.
- 1.3.2 INTENCODE has the right to verify information given in the Job Application Form. Any misrepresentation of facts in application form shall be sufficient grounds for immediate dismissal.
- 1.3.3 If at any time after the appointment, it is found that any statement or documentary evidence furnished is false or misleading, the employee shall be liable for instant dismissal, or any other disciplinary action deemed appropriate by INTENCODE. Deliberate concealment of any material fact or disability can also render the employee for similar disciplinary action.
- 1.3.4 All employees shall be subjected to the terms and condition stated in this Handbook.

1.4 Employee Personal Information

- 1.4.1 It shall be the responsibility of every employee to notify the Corporate Department of any changes in status concerning family, address, telephone number or latest education attainment. This will enable INTENCODE to ensure current and accurate information is maintained for efficient communication in case of emergencies.

1.5 Onboarding Program

Onboarding program have been designed for all employees to ensure assimilation into INTENCODE:

- 1.5.1 General Onboarding – the general onboarding will be conducted by the Corporate Department for all new employees to ensure that they understand INTENCODE's policies and procedures and understand the nature of business and structure of INTENCODE.

- 1.5.2 Departmental Onboarding – the departmental onboarding will be conducted by the HOD/Tech Lead of the new employees or employees that appointed by HOD/Tech Lead.

1.6 Probationary Period and Confirmation

- 1.6.1 The employees are required to serve on probation for a period of three (3) months starting from the date of appointment.
- 1.6.2 The probationary period will be extended for another period of not exceeding twelve (12) months in total if the employee's performance does not meet with INTENCODE's expectations.
- 1.6.3 An employee will be required to attend a probationary review interview with the employee's HOD/Tech Lead/Directors at the end of the probationary period.
- 1.6.4 INTENCODE shall inform an employee in writing, as to whether the employee has been confirmed in the employment or otherwise. An employee shall remain on probation if INTENCODE has not confirmed the employment in writing.
- 1.6.5 INTENCODE reserves the right to terminate an employee on performance ground if he does not fulfil INTENCODE's expectations during or at the end of the probationary period or extended probationary period.
- 1.6.6 In the event where the employee on temporary employment is offered permanent employment in a position of a job scope that is different from his temporary employment, he shall be required to undergo a probationary period as per normal.

2.0 HOURS OF WORK

An employee is required to adhere to the normal working hours as always specified below:

2.1 Working Days/Hours

Monday to Friday : 8.00 am – 5.00 pm.

2.2 Lunch Hour

Lunch Hour : 1.00 pm – 2.00 pm.

2.3 Attendance and Punctuality

2.3.1 Punctual and regular attendance is an essential responsibility of each employee at INTENCODE.

2.3.2 Employees are expected to report to work as scheduled, on time and ready for work at the workstation 10 minutes prior to the Start and until the End time of the work hours.

2.3.4 Late arrival, early departure or other absence from scheduled hours are disruptive and must be avoided.

3.0 TRANSFER, SECONDMENT, AND PROMOTION

3.1 Transfer and Secondment

3.1.1 It is prerogative of INTENCODE to transfer or second employee to any department or division based on such business requirement as follows:

3.1.1.1 Service or expertise required by other divisions, branches, or subsidiaries;

3.1.1.2 Reorganisation of INTENCODE;

3.1.1.3 Staffing of newly created positions; or

3.1.1.4 Staffing of vacant positions.

- 3.1.2 Similarly, an employee may also request for a transfer or secondment subject to approval by both the realising and receiving HOD/Tech Lead.

3.2 Promotion

- 3.2.1 INTENCODE at its absolute discretion may consider promoting suitable employee to a higher position, which may be available in INTENCODE.
- 3.2.2 An employee selected for promotion shall be required to serve a promotion probationary period of three (3) to six (6) months if applicable.
- 3.2.3 In the event where the employee is unable to perform and meet the higher responsibility and expectations satisfactorily and thus not confirmed in his new position, he shall be reverted to his former position and withdraw his acting allowance without prejudice to his future prospect within INTENCODE.

4.0 LEAVING THE COMPANY

4.1 Termination of Employment

- 1.1.1 Either party may terminate the contract of service by giving to the other party the following notice in writing or payment in lieu as follows:

PERIOD	NOTICE PERIOD
During Probationary	2 weeks
Upon confirmation: Employment for 2 years and up to less than 5 years	2 months
Upon confirmation: Employment for 5 years or more	3 months

- 1.1.2 The termination notice stated above shall not be applicable in cases of breach of contract or termination on disciplinary grounds.
- 1.1.3 INTENCODE reserves the right to terminate summarily the service of an employee at any time should he be found guilty due to serious misconduct or breach of contract.

- 1.1.4 An employee who has abandoned his job shall not be eligible for re-hire and shall not be entitled to any resource against INTENCODE.
- 1.1.5 INTENCODE shall reserve the right to terminate the service of any employee for poor performance or for failure to achieve minimum targets set.
- 1.1.6 In the event of termination of contract due to medical board out, the award of medical compensation shall be at the sole discretion of INTENCODE.
- 1.1.7 In the event of a termination of contract due to retrenchment, the award of retrenchment benefits shall be at the sole discretion of INTENCODE.
- 1.1.8 An employee shall also be required to settle all outstanding liabilities, loans and other obligations owed to INTENCODE prior the last day of work, failing which, INTENCODE shall offset the monies and liabilities from all payment due to the employee (i.e., salary, allowances and leave balances).
- 1.1.9 INTENCODE shall reserve the right to execute legal action and report the employee to the Labour and Industrial Relations office in the event the employee fails to settle any of the outstanding payment due to INTENCODE.
- 1.1.10 INTENCODE reserves the right to carry out any retrenchment exercise.

4.2 Termination Procedure

- 4.2.1 An employee's service can be terminated by either party, INTENCODE or the employee by serving the other party a written notice or payment in lieu of the notice period as specified in Clause 4.1.1.
- 4.2.2 Upon termination of services whether by resignation or otherwise, the employee shall surrender all INTENCODE's property and settle all monies and liabilities due to INTENCODE before leaving the service of INTENCODE.

- 4.2.3 An employee will be eligible to receive all unused accrued leave for the calendar year provided the employee have complied with all the exit procedures of INTENCODE.

4.3 Job Abandonment

- 4.3.1 In the event an employee fails to report for work without notifying the HOD for two (2) or more consecutive workdays, it will be construed as job abandonment in accordance to Section 15 (2) of the Employment Act, 1955.
- 4.3.2 If an employee has abandoned his job, the employee will be terminated with immediate effect and shall not be eligible for rehire and shall not be entitled to any resource against INTENCODE.

4.4 Retirement

- 4.4.1 On his birth date of Sixty (60) years, an employee will have reached the official age for retirement.
- 4.4.2 INTENCODE may however at its absolute discretion offer re-employment on a contractual basis to the employee who has retired. The employee shall then no longer be a permanent employee of INTENCODE but instead shall be a contractual employee.

4.5 Resignation

- 4.5.1 Resignation is defined as voluntary employment termination initiated by an employee and the notice required to serve is as follows:

EMPLOYMENT STATUS	NOTICE	PAYMENT IN-LIEU OF NOTICE
During Probationary	2 weeks	2 weeks
Upon confirmation: Employment for 2 years and up to less than 5 years	2 months	2 months
Upon confirmation: Employment for 5 years or more	3 months	3 months

- 4.5.2 An employee is required to complete the Offboarding Checklist and Work Hand Over Form before his last working day with INTENCODE. INTENCODE shall withhold the last salary payment or any monies due until such offboarding checklist and Work Handover Form is completed and returned to Corporate Department.

4.6 Exit Interview

- 4.6.1 When an employee's employment with INTENCODE ends, he/she may be required to attend an "exit interview" with the Corporate Department.

4.7 Return of Company's Property

- 4.7.1 All documents (drafts, notes, photocopies, graphics, books etc.) that employees have acquired through the Company in relation to work are property of the Company. An employee who leaves the company has the obligation to return these documents, without keeping copies. All other company owned equipment or items not mentioned above shall be surrendered to the Corporate Department on the last day of service. The replacement value of any items not returned or any outstanding amount due to the Company will be deducted from their final salary payment.

SECTION 2: EMPLOYEE BENEFITS

5.0 TYPES OF LEAVE

5.1 Federal and State Public Holidays

5.1.1 An employee shall be entitled to paid holidays on gazetted public holidays by the Government. Listed public holidays are subjected to change and will be announced before starting of the year.

5.1.2 If a public holiday falls on a Sunday, the next working day shall automatically be considered a replacement holiday.

5.1.3 An employee who absents himself from work on a working day immediately preceding or immediately succeeding a public holiday or two (2) or more consecutive public holidays or any other day or days substituted thereof under this section without the prior consent of his HOD/Tech Lead, shall not be entitled to any holiday pay for such holiday or consecutive holidays unless he has reasonable excuse for such absence.

5.2 Annual Leave

5.2.1 Annual leave is granted to all employees for purpose of rest, relaxation, the pursuit of leisure activities and to attend personal matters.

5.2.2 Annual leave entitlements are calculated on a calendar basis and all employees shall be entitled to paid annual leave per calendar year as follows:

LENGTH OF SERVICE	ANNUAL LEAVE ENTITLEMENT
Less than 2 years	8 days
2 to less than 5 years	12 days
More than 5 years	16 ays

5.2.1 As confirmed employee, who has not completed a full year of service as of 31 December, shall be given proportionate annual leave.

- 5.2.2 Where the employee who is on paid, annual leave becomes entitled to sick leave or maternity leave, the employee shall be granted the sick leave or maternity leave and the annual leave shall be deemed to have not been taken.
- 5.2.3 Annual leave application should be submitted at least two (2) weeks in advance. Leave application that is applied less than the approved notice will be considered as Emergency Leave unless otherwise approved by the HOD/Tech Lead/Directors.
- 5.2.4 No employee shall go on leave without the prior approval of the HOD/Tech Lead/Directors. If an employee is absent from work for more than one and half (1 ½) hours with or without prior approval, that day will be considered as a full day's leave.
- 5.2.5 Written approval must be obtained from the Directors/Corporate Department after recommendation from the HOD/Tech Lead before commencing leave.
- 5.2.6 Annual leave may only be taken in multiple of one (1) full working day. Notwithstanding that, employees are also allowed to take half (1/2) day leave. INTENCODE will not entertain annual leave on an hourly basis and any such time taken off will be charged as half (1/2) day or one (1) day.
- 5.2.7 Employee who takes a half day off are required to report to work for four (4) hours, not including lunch break. The breakdown time for half day leave as follows:

HALF DAY OFF	WORKING TIME
Morning Off	1.00 pm – 5.00 pm
Evening Off	8.00 am – 12.00 pm

- 5.2.8 Advance leave from the following year will not be allowed under any circumstances.
- 5.2.9 All employees are required to take any outstanding annual leave prior to their date of termination (unless in circumstances where the company has terminated the employment of the employee).

- 5.2.10 No encashment of annual leave provided by the Company for unutilised leave during resignation or termination.
- 5.2.11 The company shall allow all employees a maximum of four (4) days emergency leave, which shall be part of their annual leave in cases of emergency whereby the presence of the employee is very much needed. Corporate Department will issue a show cause/warning letter to those employees who utilise more than four (4) days of emergency leave.
- 5.2.12 The company reserves the right to take disciplinary action against an employee who abuses the emergency leave privilege. During the day of the emergency leave, the employee must inform the HOD and Corporate Department of the leave latest by 9.30 am. In addition, the employee is required to fill in the Leave Application/Notification Form immediately after leave taken.
- 5.2.13 All employees shall be required to fill in the Leave Application/Notification Form and have their leave balance verified by Corporate Department.
- 5.2.14 The company reserves the right at any time to recall an employee who is on leave or cancel his approved leave if the exigencies of service require the employee's return. In the event where an employee is recalled for duty, the annual leave shall be reinstated by the company.

5.3 Medical and Hospitalization Leave

- 5.3.1 Subject to the provisions of the Employment Act, 1955, an employee shall be entitled to paid medical leave, when no hospitalisation is necessary, as follows:

YEARS OF SERVICE	NO. OF DAYS
Less than 2 years	14 days
2 to less than 5 years	18 days
More than 5 years	22 days

- 5.3.2 All paid medical leave shall be granted upon recommendation by a Registered Medical Practitioner and supported by a medical certificate/prescription.

- 5.3.3 Medical leave shall include medical leave given by Registered Dental Practitioner.
- 5.3.4 In the event where hospitalisation is necessary, the employee is entitled to sixty (60) days of hospitalisation leave in aggregate (i.e., exclude of any medical leave taken under Clause 6.3.1) in each calendar year.
- 5.3.5 In the event where an employee is certified by a Registered Medical Practitioner to be ill enough to be hospitalised but is not hospitalised for whatever reason, the employee shall be deemed to be hospitalised for the purpose of this section.
- 5.3.6 An employee who reports to a Registered Medical Practitioner and who is subsequently not granted medical leave shall report for duty directly after completion of the medical examination.
- 5.3.7 In the event where an employee over-consumes or does not comply with the medical/hospitalisation leave procedures in utilising his medical/hospitalisation leave entitlement, the leave taken shall then be off set against the annual leave.
- 5.3.8 In the event where the employee is not eligible for annual leave, it shall then be considered as leave without pay.
- 5.3.9 An employee who is on medical leave shall immediately inform his HOD/Tech Lead and Corporate Department of the medical leave, the nature of the illness and the expected duration of absence before 9.30 am on the day he is on medical leave. Whereby proof of medical leave must be submitted on the same day before 5.00 pm via company's communication channel.
- 5.3.10 Upon returning to work, the employee shall submit the Leave Application/Notification Form and medical certificate to the HOD/Tech Lead for recommendation prior approval from the Directors.
- 5.3.11 Medical certificate by a registered medical practitioner should be submitted within 48 hours upon returning to work which failing shall be subjected to disciplinary action.

5.3.12 In the event of hospitalisation, the employee or his next of kin shall immediately inform the HOD/Tech Lead. Upon returning to work, the employee shall submit the Leave Application/Notification Form and medical certificate to the HOD for recommendation prior approval from the Directors.

5.3.13 The HOD/Tech Lead shall do the following by reporting directly to the Directors.

5.4 Maternity Leave

5.4.1 The Maternity Benefits Act, 1961 is applicable when the company have more than 10 employees. For this act, the benefits are as follows:

5.4.1.1 All female employees shall be entitled to maternity leave for a maximum period of twenty-six (26) weeks, including the period before and after childbirth.

5.4.1.2 The maternity leave may be taken on, before and/or immediately after the day of delivery. However, the maternity leave can be taken up to eight (8) weeks before the expected date of childbirth. The remaining weeks will be granted only after the childbirth.

5.4.2 In the event, if the company has less than 10 employees, the maternity leave benefits will be according to the Maternity Benefit (Amendment) Act, 2017 which as follows:

5.4.2.1 All female employees shall be entitled to maternity leave for a maximum period of twelve (12) weeks, including the period before and after childbirth.

5.4.2.2 The maternity leave may be taken on, before and/or immediately after the day of delivery. However, the maternity leave can be taken up to six (6) weeks before the expected date of childbirth. The remaining weeks will be granted only after the childbirth.

- 5.4.3 A female employee shall be entitled to paid maternity leave if she has completed a minimum of eighty (80) days of continuous service within the past 12 months.
- 5.4.4 During the maternity leave period, eligible employees are entitled to receive a payment equivalent to their average daily wage for the period of absence.
- 5.4.5 The entitlement maternity leave is inclusive of rest days and any applicable Public Holiday that falls within the maternity leave period.
- 5.4.6 If the employee has two (2) or more surviving children, the maternity leave may be reduced to twelve (12) weeks. In case of a miscarriage or medical termination of pregnancy, six (6) weeks of maternity leave are allowed.
- 5.4.7 Leave on account of miscarriage prior to the 28th week of pregnancy shall not be considered as maternity leave but as normal medical leave.
- 5.4.8 The employee shall be required to notify her HOD/Tech Lead of her intended period of maternity leave and submit the Leave Application/Notification Form to the HOD/Tech Lead for recommendation prior approval from the Directors not less than four (4) weeks prior commencement of the intended maternity leave period for approval.

5.5 Prolonged Illness Leave

- 5.5.1 An employee:
- (i) who is ill, sick, incapacitated or disabled, and
 - (ii) who is in need continuous and continual medical attention and medication; and
 - (iii) in the expert opinion of a registered medical practitioner, is unable to perform normal work and/or will endanger the health and well-being of the workers,
- shall be placed on "prolonged illness" status.
- 5.5.2 A confirmed staff with at least one (1) year of service shall be eligible for the benefit under this clause if employee placed on prolonged illness as Clause 5.5.1.

- 5.5.3 Subject to Clause 5.5.1 and 5.5.2, employee shall be entitled to the following provisions for the subsequent six (6) months period:

PERIOD	BENEFITS
1 st – 3 rd month	Full pay leave
4 th – 6 th month	Half pay leave
After 6 months	No pay leave

- 5.5.4 At the end of the six (6) months period, if the employee is still certified unfit to work by a Registered Medical Practitioner, the company shall reserve the right to terminate the employment on medical grounds.
- 5.5.5 An employee shall be eligible for the prolonged illness benefit only upon submission of the original medical report issued by the Registered Medical Practitioner to substantiate his claim. Otherwise, the company shall reserve the right to withhold the provision.
- 5.5.6 To qualify for prolonged illness' leave, employee must fully utilise their medical/hospitalisation and annual leave entitlements and submit the prolonged illness leave application for recommendation and approval by the HOD/Tech Lead.
- 5.5.7 During prolonged illness leave, an employee shall not be entitled for payment of bonus and salary increment.
- 5.5.8 This benefit will not cover illness, injury or a disablement arising from any fault, carelessness, indiscretion of the employees, participation in or attending hazardous sports, pursuit or pastime, attempted suicide, the performance of any unlawful act, exposure to any hazards, provoked assault, the use of drugs not medically prescribed, congenital anomalies, illegal abortive measures, excessive use of alcohol or any breach of peace or disorderly conduct and surgery for beautification purposes.

5.6 Compassionate Leave

- 5.6.1 An employee shall be eligible for three (3) days of compassionate leave under the following circumstances:

- 5.6.1.1 Death of immediate family – up to 3 days per occasion
- 5.6.1.2 Disaster (e.g., flood, fire, robbery) – up to 3 days per occasion

5.6.2 Immediate family member shall be employee's spouse, parents, siblings, child, mother and father-in-law, and grandparents.

5.6.3 The employee shall be required to produce documentary evidence (e.g., death certificate, police report) to the satisfaction of the company in support and to qualify for such leave upon his return to work.

5.6.4 The maximum number of compassionate leave days shall not exceed six (6) days per annum.

5.6.5 The employee shall notify to the HOD/Tech Lead and Corporate Department.

5.6.6 The Company shall have the right to take disciplinary action against any employee found to be abusing his compassionate leave.

5.7 Marriage Leave

5.7.1 An employee who has been confirmed and in continuous employment with the company for at least one (1) year, on his first legal marriage, shall be entitled to three (3) working days paid marriage leave while in the service of the company.

5.7.2 The employee shall be required to produce documentary evidence (e.g., marriage certificate) in support of his application for marriage leave.

5.7.3 The privilege shall only be granted once. The employee shall apply seven (7) days in advance from the intended date.

5.8 Paternity Leave

5.8.1 A male employee who has been confirmed and in continuous employment with the company for at least one (1) year shall be entitled to seven (7) consecutive days paternity leave in respect of each confinement, restricted to two (2) confinements irrespective of the number of spouses.

5.8.2 The employee shall be required to produce documentary evidence (e.g., birth certificate) in support of his application.

5.8.3 The employee shall notify regarding the pregnancy of his spouse at least thirty (30) days from the expected confinement.

5.8.4 The employee shall notify to the HOD/Tech Lead and Corporate Department.

5.9 Absent without Leave

Absent without leave or prior approval is an offense, and if employee have been absent for a period of more than forty-eight (48) hours without informing or attempting to inform the company and without reasonable excuse, employee shall be subjected to disciplinary action.

5.10 Unpaid Leave

5.10.1 Employees who have still not earned his annual leave or has used up all his earned leave, may apply for unpaid leave by applying and submitting to their HOD/Tech Lead for approval at least two (2) weeks in advance from the date the leave is intended to be taken.

5.10.2 Employees who have annual leave balance are not allowed to take any unpaid leave.

5.10.3 Resigned employees serving notice period are strictly prohibited to take unpaid leave.

5.10.4 Approval will be granted at the absolute discretion of the Company depending on the reason such leave is required.

5.10.5 No unpaid leave will be approved for period exceeding one (1) week except at the absolute discretion of the Company.

5.10.6 The employee's salary will be deducted for any unpaid leave taken in the month such leave was taken. Such deduction is calculated as follows:

Basic Salary

----- x Number of Unpaid Leave
Total Number of days in the Month

- 5.10.7 The Company reserve the right to cancel any approved for unpaid leave should the employee's presence is required.

6.0 MEDICAL BENEFITS REIMBURSEMENT

6.1 Medical Benefits

- 6.1.1 The company shall provide medical reimbursement benefit to confirmed employees only.

- 6.1.2 The medical benefits shall exclude the following:

6.1.2.1 Ophthalmic treatment;

6.1.2.2 Expenses incurred as a result of pregnancy, confinement, self-inflicted injuries, illness or disease arising from misconduct or exposure to any unjustifiable hazard;

6.1.2.3 Expenses incurred of result of attempted suicide, or injury arising from the performance of an unlawful act, provoked assault or breach of the peace, or under the influence of illegal drugs/alcohol;

6.1.2.4 Expenses incurred for the treatment of venereal disease or drugs addiction;

6.1.2.5 Treatment and medication for mental cases;

6.1.2.6 Vaccination (Note: for cases in which the situation warrants the vaccination, such as mandatory or recommended vaccination for travel to specific countries or which there is approval from the HOD/Tech Lead, the cost of the vaccination shall be reimbursed); and

6.1.2.7 Provision of food supplement, vitamin, etc.

6.2 Medical Benefit Reimbursement

6.2.1 Medical benefits reimbursement entitlement:

POSITION	ANNUAL ENTITLEMENT
All Levels	INR 800.00 per visit (up to INR 9,600.00 per calendar)

6.3 Medical Reimbursement Benefits Procedure

- 6.3.1 An employee shall be eligible to reimbursement of medical benefits only if the Claim Request Form is attached with relevant supporting document include original receipt.
- 6.3.2 Claim request must be submitted before 10th of every month. The validity for the reimbursement is within a month from the date in the original receipt.
- 6.3.3 Late claim submission will not be entertained.
- 6.3.4 The company reserve the right to reject any claim if there is no original receipt/bill to be submitted for the claim.

7.0 TRAINING AND DEVELOPMENT

7.1 Training and Development Procedure

- 7.1.1 All employees shall be eligible to attend approved training programmes and/or preferred training programmes up to a maximum of forty (40) training hours (including internal training) except those who are serving their notice period because of resignation/domestic inquiries. In such cases, the employee is not entitled to attend any internal or external training programmes.

- 7.1.2 A training need analysis shall be conducted annually to determine the training and development requirements of the employees.
- 7.1.3 Training programme attended must be related to employee's job functions and recommended by respective HOD/Tech Lead.
- 7.1.4 The employee shall fill in the Training Summary Report and submit it to the Corporate Department within two (2) working days for monitoring, review, and record.

8.0 SALARY ADMINISTRATION

8.1 Payment of Salary

- 8.1.1 All salary payment shall be paid monthly no later than seven (7) calendar days from the completion of the salary cycle which is at the end of every month.
- 8.1.2 All salary payments will be made through the designated bank declared by employees upon onboarding to INTENCODE.

8.2 Increment and Bonus

- 8.2.1 The annual increment and bonus payment shall be at the discretion of the company and shall not constitute a legal entitlement on the part of the employee and it shall be based on annual performance appraisal, as well as past performance improvement, dependability, attitude, cooperation, disciplinary action taken, adherence to all employment policies, and the salary range of the employee's position.
- 8.2.2 Resigned employees serving notice period are not eligible to annual increment and bonus payment.

8.3 Overtime (OT)

- 8.3.1 Employees drawing salary of INR 25,000 per month or below shall be entitled to claim overtime allowance.

- 8.3.2 The overtime rate will be calculated once an employee has worked forty-five (45) hours in each week. Any hours worked beyond this threshold will be compensated at the overtime rate.
 - 8.3.3 Work done during the following times shall not be considered as overtime.
 - 8.3.3.1 Lunch time
 - 8.3.3.2 Annual leave, medical leave, and other such leave of absence
 - 8.3.4 All HOD/Tech Lead shall plan the work of their subordinates such there is minimum overtime work, and the company is not obliged to pay an employee who works more than the normal working hours without any prior approval of the HOD/Tech Lead.
 - 8.3.5 Employee shall not unreasonably withhold consent or refuse to perform overtime work without any acceptable reason.
 - 8.3.6 An employee who attends training in which is determined by the company during his off/rest day shall not be entitled for overtime claims.
 - 8.3.7 An employee entitled to claim overtime shall be paid at the rate of one and half times the hourly rate of pay. For any period of overtime work up to the first hour, the payment shall be calculated in units of thirty (30) minutes rounded to the nearest thirty (30) minutes.
 - 8.3.8 Every employee shall be entitled to a rest day in each week.
- 8.4 Employee Provident Fund (EPF)
- 8.4.1 The Employees' Provident Fund and Miscellaneous Provisions Act, 1952, mandates that employees contribute a portion of their salary towards the Employees' Provident Fund (EPF). INTENCODE shall deduct as per EPF statutory deduction from an employee's salary for the employee contribution to EPF and shall pay the same to the fund together with the company's contribution.

8.5 Employee State Insurance (ESI)

8.5.1 INTENCODE shall deduct from an eligible employee's salary under the Employees' State Insurance Act, 1948 for the employee contribution and shall pay the same to SOCSO with company's contribution. It requires employer to contribute a percentage of the employee's wages towards the Employee state Insurance Corporation (ESIC).

8.6 Income Tax

8.6.1 The company shall make the Income Tax deduction for all employees in accordance with the prevailing rates as stipulated in the latest Income Tax Schedule published for each year.

8.6.2 All forms of income paid to an employee shall be subjected to Income Tax deduction.

8.6.3 All employees are responsible for settling their own salary tax liabilities unless otherwise specified in the employment terms.

SECTION 3: PERFORMANCE MANAGEMENT SYSTEM

9.0 PERFORMANCE MANAGEMENT

9.1 Performance Management Procedure

9.1.1 To ensure that all employees perform their jobs to the best of their ability, the company has instituted a performance appraisal system which stresses the importance of employees being recognised for good performance and receiving appropriate suggestions for improvement as necessary. Consistent with this goal, performance will be evaluated in writing every quarterly or half yearly by HOD/Tech Lead/Directors. This performance appraisal also provides an opportunity for employees to discuss with their HOD/Tech Lead/Directors any concerns they may have regarding their position or performance. The goal of the performance appraisal is to enhance the employee's job performance while establishing good communication channels between the employee and the HOD/Tech Lead/Directors.

9.1.2 All employees shall be given KPIs which will detail the requirements and expectations of the position for which the employee has hired during the employment, job change or promotion.

9.1.3 An employee's performance shall be evaluated via performance appraisal which shall be conducted at least once a year by HOD/Tech Lead/Directors except on special request, it could be conducted more than once.

9.2 Performance Review Measure

9.2.1 The performance review period is from January to December of each year and performance will be measured against the KPIs for Executive employee, as per the following measurement:

AREAS	PERCENTAGES
PART A: Job Performance: Job and Project Goals Assessment	70%
PART B: Corporate Values Descriptors	30%

9.2.2 All performance appraisals shall be based on merit, performance, and achievement of the employee's assigned KPIs.

9.2.3 Employee's performance shall be measured or rated by using five (5) indicators which are:

RATES	INDICATORS
50% and below	Unacceptable
51 – 64%	Marginal (Below Competent)
65 – 80%	Fully Satisfactory (Competent)
81 – 94%	Good (Surpass Competent)
95% and above	Excellent (Consistently surpass competent)

9.2.4 Demerit point of 0.5 from the overall rating shall apply in cases where employee receives Letter of Warning(s).

SECTION 4: CODE OF BUSINESS CONDUCT

10.0 WORK ETHICS AND CODE OF CONDUCT

10.1 Policy

- 10.1.1 The company is committed to the highest standards of ethical business conduct. This Code of Conduct is binding on all employees, whose actions must always be such as to avoid any impropriety. In addition, the company and its employees are subject to the Laws of India in every respect.
- 10.1.2 The company will deal only with those organisations having ethical standards compatible with its own declared policy. The employee will report promptly to the appropriate authority(ies) whenever it knows or is informed by a reliable source, that a client, supplier, subcontractor, or other participant (including employees) in a project of the company is acting illegally or unethically. Employees found to be in breach of these ethical guidelines also will be subject to the company's disciplinary action.
- 10.1.3 Employees who have any doubts on the appropriate course of action involving matters of business ethics should consult their HOD/Tech Lead/Directors.

10.2 Employee Obligations

- 10.2.1 Employees are expected to always give their best efforts to provide clients with quality services and products. This obligation extends to the [protection of the physical and intellectual assets of the company and its client(s)]. Accordingly, employees:
 - 10.2.1.1 shall keep confidential all propriety information of the company band its client(s), which includes commercial and human resource data, design and intellectual property of all forms;
 - 10.2.1.2 shall not speak to the media or publish anything about the company or client business unless authorised;
 - 10.2.1.3 shall inform the company Directors or the HOD/Tech Lead about breaches of the law and safety matters as soon as they become

aware of them; and where the concerns raised are not answered by the company, are free to communicate these concerns to an appropriate government agency. Whenever an agency of government investigates, employees should corporate fully;

- 10.2.1.4 must use the resources of the company and its client(s) only for relevant business purposes. This applies both to physical (e.g., materials) and non-physical resources (e.g., software, intellectual property, etc.);
- 10.2.1.5 shall keep accurate and sufficient records organised in a manner to inform fairly and honestly those who receive (or have use for) the information, in the conduct of the company business or that of its client(s); and
- 10.2.1.6 shall observe established delegation of financial and personnel authorisations.

10.3 Integrity of Business Practices

10.3.1 Employees of the company have the obligation to inform the top management as soon as they become aware of practices or circumstances, which may involve them in unethical conduct or conflict of interest. This obligation applies when dealing both within the company and externally. In doing business with any organisation the following standards apply:

- 10.3.1.1 employees must deal fairly and equitably with their colleagues and external contacts;
- 10.3.1.2 employees must not mispresent themselves or the company to anyone. If a misunderstanding occurs, immediate clarification should be made once this becomes evident;
- 10.3.1.3 employees must not engage in any 'collusive' practices which may lead to a client of the company receiving less than a fair and competitive service;

- 10.3.1.4 unauthorised copying or use of the software and other data or documentation can result in criminal liabilities. The improper use of such proprietary information is strictly forbidden;
- 10.3.1.5 gifts and entertainment shall not be offered or accepted where there is any obligation incurred or such offer or acceptance can be construed as a bribe. The provision of the prevention of Bribery Ordinance shall apply in all respects. In this regard the acceptance of souvenirs, advertising and promotional items of nominal value only is permitted. Items of more substantial value should be declined or recorded and disposed of in accordance with stated company procedures;
- 10.3.1.6 entertainment in the form of customary business amenities such as meals with associated drinks may be accepted or offered provided it is not unduly lavish or frequent; and
- 10.3.1.7 the company will meet all reasonable expenses associated with the travel, food and accommodation on company recognised business. Such arrangements should not be accepted from suppliers unless at the supplier's facilities or otherwise unavailable through normal commercial sources.

10.4 Personal Behaviour

- 10.4.1 The personal behaviour of employees should reflect the ethical standards of the company and respect the rights of the company and its to the services as an employee. A conflict of interest exists if an employee has any interests or activities held outside the company that may be advanced at the expenses of the company or its client(s).
- 10.4.2 The test to be applied is whether the combination of the job, the form and amount of external investment and the external company's structure and involvement with the company could influence employee actions as an employee of the company. In particular:
 - 10.4.2.1 employee external personal activities must not give rise to real or perceived conflicts of interest. Should any such occasion arise,

employee must declare any interest openly and abstain from the decision-making process;

- 10.4.2.2 employees may not perform services in competition with the company either alone or in conjunction with another company or person without the prior consent of the company;
- 10.4.2.3 employee must not use inside information, confidential material, or non-public information for their own financial benefit either directly or indirectly. In addition to being a violation of law, it will be ground for instant dismissal;
- 10.4.2.4 employee may not perform outside work or solicit noncompany business on company premises or in company time nor may employee use company or client resources for outside work;
- 10.4.2.5 employee may not use their association with the company or its client(s) to sponsor, endorse or advance the interest of another organisation except where employee have the prior written consent of the Directors;
- 10.4.2.6 employees may not accept, nor may they offer money or any other benefit or advantage in the performance of their duties other than as part of a recognised commission or payment scheme which is available to all suppliers or providers;
- 10.4.2.7 employees should not borrow from or lend money to colleagues, clients, suppliers, or vendor of the company.

10.5 Breach of Conduct

The company recognise that a breach of ethical business behaviour may result in its removal from the list of vendors, suppliers, and services to the Government. Accordingly, the company will regard any breach of these ethical guidelines by employees in the most serious manner and implement immediate disciplinary action or dismissal.

10.6 Conflict of Interest

- 10.6.1 As an employee of the company, employee should avoid situations where their own interest conflicts with the best interest of the company or may appear to someone else to do so.
- 10.6.2 A conflict of interest may occur, for instance, if employee or a member of their immediate family or business or other company which employee are associated would be affected materially by decisions that employee make as part of the company's responsibilities. Or a conflict might occur if employee or their family member or associate stood to gain from confidential the company information to which employee have access as part of their job. A clear case of conflict arises if employee accept gifts or valuable favours from individual or firms doing or wanting to do business with the company or attempting to influence some the company's decision.
- 10.6.3 If employee is in a conflict-of-interest situation, or think he may be, employees need to discuss with the HOD/Tech Lead in confidence or seek advice from the Corporate Department.
- 10.6.4 The following shall be considered a conflict of interest, unless there is a written consent from the Directors:
- 10.6.4.1 Employment in other companies.
 - 10.6.4.2 Direct/indirect interest or business affairs in other companies that have existing/potential contractual obligations with INTENCODE.
 - 10.6.4.3 Non-executive directorship/Silent partners in companies which are listed on the INTENCODE's lists of recognised contractors or which have contractual business arrangement with INTENCODE.
 - 10.6.4.4 Disclosure of Company's data or information of a confidential nature to the Company.

10.6.4.5 Acceptance of Gifts, perquisite, and entertainment of more than the nominal value from any organisation, firm, or individual doing or seeking to do business with the Company.

10.6.4.6 Misuse of Company's utilities/equipment for personal gain.

10.6.4.7 Business dealings.

10.6.4.8 Breach that may lead to conflict of interest.

10.7 Gift Pre-requisites and Entertainment

For an employee to accept commission, a share in profits, gift in cash, gift certificates, travel or other payments, materials, services, repairs, or improvements at no cost or at unreasonably low prices, excessive or extravagant entertainment or gifts of merchandise of more than nominal value from any organisation, firm or individual doing or seeking to do business with the company or any of its affiliate/subsidiary without prior notice to the Corporate Department may seem to be committing a major offense.

10.8 Utilisation of Information Technology

10.8.1 All employees shall always observe the following Information Technology guideline while in employment with the company and the company reserve the right to institute disciplinary action or institute grievance procedures for any breach of the code or where the breach constitutes a serious misconduct, the company reserve the right to dismiss any employee.

10.8.2 To object and use facilities for the purposes for which the employee is authorised. Violations include:

10.8.2.1 install own software on the company's computing resources;

10.8.2.2 installing illegal licensed software which is not meant to reside on the company's computing facilities which is assigned to employee;

- 10.8.2.3 using another person's account or attempting to capture other user's password without consent;
 - 10.8.2.4 circumventing normal resource limits, log on procedures and security regulations;
 - 10.8.2.5 trying to obscure employee true identity as the sender of electronic mail;
 - 10.8.2.6 using the company's computing resources for commercial purposes; or
 - 10.8.2.7 using the company's computing resources to harass, intimidate, or threaten other users.
- 10.8.3 At all times respect the privacy of other users. Files, electronic mail, information, programs, and data owned by individual users should be considered private, whether the information is accessible by other users. Tampering with electronic mail, interfering with, or intercepting its delivery and using electronic mail for criminal purposes may be criminal offences.
- 10.8.4 At all times respect the rights of others to make use of the company's computing resources. Violations include:
- 10.8.4.1 placing obscene or harassing material in areas that can be/are publicly accessed;
 - 10.8.4.2 sending/forwarding chain letters or deliberately flooding a user with automatically generated mail;
 - 10.8.4.3 distributing information not intended for distribution by owner;
 - 10.8.4.4 printing or sending excessive copies of documents, files, data or programs;
 - 10.8.4.5 attempting to modify or remove computer equipment;
 - 10.8.4.6 attempting to degrade or disrupt system security or performance; and

- 10.8.4.7 damaging or vandalizing company's computing facilities, equipment, software, or computer files.
- 10.8.5 At all times faithfully and diligently obey and comply with respect appropriate copyrights laws, licenses, confidentiality, and trade secret agreements. Much of the software and data that resides on the company's computer facilities is protected by copyright laws and license agreements from the owner of the copyright. The number of copies and distribution of the copies may not be done in such a way that the number of simultaneous users exceeds the number allowed.
- 10.8.6 At all times obey and comply with the established guidelines for any networks or systems used inside or outside the company. Accessing computer, software, data or information, or network without proper authorisation, regardless of whether any damage is done or whether the computer, software, data, information, or network in question is owned by the company, will be deemed as an abuse of employee computer's computing privileges.
- 10.8.7 An employee who is authorised to add or delete files from a hard drive of a company's folders must take reasonable and appropriate steps to see that all license agreements are faithfully executed on all systems, networks, and servers for which they have responsibility.
- 10.8.8 An employee must take reasonable precautions to guard against corruption of data or software or damage to hardware or facilities of the company and must treat information about and information stored by the system's users as confidential.
- 10.8.9 Where there is indication that misuse has occurred, the alleged offence is to be reported immediately by the employee to the company for investigation and the company may restrict a user's computing privileges.
- 10.8.10 An employee who is found abusing with the company's computing resources may also be liable for civil or criminal prosecution. An employee should observe strictly that nothing in this Information Technology guideline

can preclude enforcement by the company under the laws and regulations.

10.8.11 Not at any time during the continuance employment with the company attempt to authenticate another computer user.

10.8.12 Not any time during the continuance employment with the company play games on computers.

10.8.13 Not any time during the continuance employment with the company provide content(s), which violates copyright or trademark laws. All software must be secured to prevent copying except that which explicitly allows copying, such as public domain software. It is the employee's responsibility to know what the copyright laws are.

10.8.14 The employee is not allowed to run a business or charge any money for access, contents, or usage of their server. Any financial transaction is in direct violation of the company's policies and may result in legal action.

10.9 Utilities

10.9.1 All employees are responsible and shall contribute to create a conducive working environment.

10.9.2 Employee shall try to conserve water and electricity. Where applicable, lights shall be switched off during lunch hours and after office hours.

10.9.3 All employees shall not litter the common areas and ensure that their working areas are clean.

10.9.4 Smoking is strictly prohibited in all indoor areas.

10.10 Office Security

10.10.1 All employees who are issued entrance keys to the office are responsible for key safekeeping. These employees will sign an Asset Handover Form upon receiving the key.

10.10.2 The last employee, or a designated employee who leaves the office at the end of business day assumes the responsibility to ensure that all doors are securely locked, and all appliances and lights are turned off with exception of the lights normally left on for security purposes.

10.11 Use of Company's Assets

10.11.1 When using, all employees are expected to safeguard and follow the operating instructions, safety standards and guidelines.

10.11.2 All company assets shall include but not limited to laptop, camera, projector, video camera, speaker, microphone, etc.

10.11.3 The improper, careless, negligent, destructive or unsafe use or operation of Company's assets can result in disciplinary action. The employee may be held liable for any damages arising from their own negligence.

10.11.4 Any loss, damage or stolen of Company property must be reported to Corporate Department immediately. A police report shall also be made where applicable.

10.11.5 The cost of loss and stolen of Company asset will be borne by the employee as follows:

Date of Loss from the Date of Purchase	Amount Payable to the Company (%)
Less than 1 year	75% from the cost of the missing company asset
1 – 2 years	50% from the cost of the missing company asset
3 – 4 years	25% from the cost of the missing company asset
More than 5 years	10% from the cost of the missing company asset

10.11.6 For damages of company's asset, the employee must make a report to the Corporate Department and return the damaged asset for repairs. The cost of repair of the damaged asset shall be borne by the employee.

10.11.7 Repairs must be carried out by a qualified and professional service provider and employees are prohibited from attempting to make repairs themselves.

10.11.8 If the employees need to do the repairs, he must ensure that the repairs or replacement are carried out using the original parts and materials.

10.12 Social Media

10.12.1 Social media is a type of interactive online media that allows parties to communicate instantly with each other or to share data in a public forum. This includes blogs, message boards, chat rooms, electronic newsletters, social networking sites and other sites and services that permit users to share information with others.

10.12.2 All employees are to adhere with the Social Media procedures as follows:

10.12.2.1 Never post any information or rumours that known to be false about the Company, other employees, customers, suppliers, and other person associated with the Company.

10.12.2.2 Do not post any commentary, content or images that are defamatory, pornographic, harassing, intentionally harm someone or Company's reputation.

10.12.2.3 Employees should not publish, post, or release information that is considered confidential, employees should check with the Corporate Department and /or HOD/Tech Lead.

10.12.2.4 Employees should not respond directly to the media and press. On the contrary, employees should suggest the Management as the liaison spokesperson on behalf of the Company.

10.12.2.5 Employees should not post a third party's copyrights, trademarks, or other intellectual property.

10.12.2.6 Employees should keep the Company related social media accounts separate from personal accounts.

10.12.2.7 Refrain from using social media during office hours unless it is work related as authorised by the Management.

10.12.3 Any employees found to be violated with the procedures herein stated, shall be liable to disciplinary and/or legal action leading up and including termination of employment.

10.13 Code of Conduct

10.13.1 As an employee of a public interest company, an employee should refrain themselves from any interest, influence or relationship which might conflict or appear to conflict with the best interest of Company and may cause the Company's reputation at stake.

10.13.2 An employee shall not except with due authority and in the proper course of his duties, during or after the employment period disclose to any person whatsoever or otherwise make use of and shall use his best endeavours to prevent the publication or disclosure of any Confidential Information as follows:

10.13.2.1 The employee's salary is classified as Private & Confidential. Disclosure of salary to an outside firm or individual and other employee without the appropriate authorisation is prohibited and could be grounds for dismissal.

10.13.2.2 All company's records and information relating to its businesses and clients are confidential.

10.13.2.3 No company's related information, including documents, files, records, or similar material may be removed from Company's premises without permission (except while performing duties).

10.13.2.4 The contents of Company's record or information otherwise obtained regarding business may not be disclosed to anyone, except as required for Company's business purposes.

10.13.2.5 An employee is prohibited from making personal copies of any data, records or software programme owned or developed by the Company.

10.13.3 Employees will be subjected to appropriate disciplinary action, up to and including dismissal, for revealing information of a confidential nature.

10.14 Confidentiality

10.14.1 Confidential information includes but is not limited to financial records, personnel and payroll records of current and past employees, information regarding customer accounts and transactions, vendors or suppliers, product and product development or any documents or information regarding the Company's operations, procedures, practices, or products.

10.14.2 No confidential information should be divulged to individuals outside the Company without prior approval from the Company.

10.14.3 Confidential information can only be divulged to employees with the Company who has a need for such information in their normal course of work or are authorised to receive such information. An employee shall refer to his HOD/Tech Lead if in doubt whether the requested information can be divulged.

10.14.4 All record and files are confidential and remain the property of the Company and cannot be removed from the Company's premises without prior approval from the Company.

10.14.5 Confidential information obtained during or through employment with the Company should not be used by any employee for the purpose of furthering current or future employment or activities or for obtaining personal gains or profits.

10.14.6 The Company reserves the right to avail of all legal or equitable remedies to prevent impermissible use of confidential information or to receive damages incurred because of such impermissible use of the confidential information.

10.15 Sexual Harassment

The Company recognise that all employees have the right to be treated with dignity and respect and will not tolerate behaviour from any member of staff, which might constitute sexual harassment and will do everything reasonably practicable and within the law to prevent it from occurring. Each employee shall cooperate fully with Management in maintaining a workplace free of sexual harassment by refusing to accept or participate in any behaviour of such nature.

10.15.1 Definition of Sexual Harassment

Any unwanted, unsolicited conduct of a sexual nature having the effect of verbal, non-verbal, visual, psychological, or physical harassment affecting the dignity of men and woman of the workplace. This conduct could include insensitive and offensive languages, jokes and suggestions, verbal abuse of a sexual nature, unnecessary body contact, unwanted proposition, request, threats for sexual favours, speculation about private sexual activities, poster, or graffiti of an explicit nature. All forms of sexual harassment are behaviours that cause sexual attention.

10.15.2 Guidelines to Prevent Sexual Harassment

Sexual harassment must be avoided, and the guideline as follows:

- i. Respect and treat all colleagues alike,
- ii. Treat the workplace with respect,
- iii. Do not ask for favours and do not expect any from the superiors except those benefits that are entitled to,
- iv. When dealing with a superior/colleague of the opposite sex, avoid closed doors where practicable,
- v. Dress and behave in an official/professional manner to avoid unwarranted attention,
- vi. Avoid making personal remarks, even of complimenting nature unless related work.
- vii. Follow the company guidelines on the definition of sexual harassment.
- viii. Avoid close encounters with the superior.

- ix. Develop good interpersonal skills to avoid the actions and words being misunderstood or misinterpreted.

10.16 Code of Attire

10.16.1 Employee is expected to dress in accepted business attire to reflect corporate image and professional appearance as per the guidelines below:

FUNCTION	MALE STAFF	FEMALE STAFF
Attending meetings with client	Long sleeves shirts, tucked into the trousers, tie, shoes	Appropriately dressed office attire
Working hours	Smart and casual wear	Smart and casual wear

10.16.1 Employees must always appear neat and dignified in formal and suitable attire course of duty during working hours.

10.16.2 When dealing with clients, employees are expected to present a clean, neat, and professional appearance.

SECTION 5: RULES AND REGULATIONS

11.0 EMPLOYEES DISCIPLINE

11.1 Policy statement

An employee of INTENCODE must always maintain reasonable standards of work and conduct. In circumstances when an employee fails to meet the reasonable standard of work and conduct, the company reserve the right to undertake disciplinary action against an employee in accordance with the principles of natural justice.

11.2 Grounds for Disciplinary Action

11.2.1 An employee shall always maintain reasonable standard of work, conduct and discipline in accordance to expressed or implied obligations to and expectations of the company.

11.2.2 The company shall reserve the right to undertake disciplinary action on grounds of misconduct against the employee concerned for any misconduct, indiscipline or any breach of the company's rule and regulations in accordance with the general principles of natural justice.

11.2.3 A serious misconduct shall be construed as the occurrence of a major misconduct or a repetition of minor misconducts.

11.2.4 The categories and examples of misconduct are as follows:

Major Misconduct

11.2.4.1 Disclosing any confidential information, including confidential information of the company's client to third parties without proper authorisation.

11.2.4.2 Theft, arson, assault, or other serious crimes.

11.2.4.3 Any material information intentionally excluded from or misrepresented in the Job Application Form.

- 11.2.4.4 Habitual absence without leave, or absence without leave for more than two (2) consecutive working days.
- 11.2.4.5 Falsification, defacement, or destruction of any record of the company, including interfering with the record of attendance or recording attendance on behalf of any other employees.
- 11.2.4.6 Wilful insubordination or disobedience, whether alone or together with others, to any lawful and reasonable order of a superior office or customer/client of the company.
- 11.2.4.7 Defrauding or attempting to defraud.
- 11.2.4.8 Misappropriation of company funds.
- 11.2.4.9 Serious pecuniary embarrassment.
- 11.2.4.10 Avoiding, evading, refusing, or acting in a manner that discourages the assigning work by a staff-in-charge or other staff authorised to do so.
- 11.2.4.11 Making noise or otherwise acting in a manner that disrupts the work of other staff.
- 11.2.4.12 Idling, leaving place of work or holding long conversations unrelated to work and the general wasting of time.
- 11.2.4.13 Suppressing and non-reporting of problems relating to work to immediate superior.
- 11.2.4.14 Spreading false, unpleasant, or confidential information related to other staff or the company among staff or outsiders.
- 11.2.4.15 Wilful, unauthorised obtaining and keeping of confidential information related to another staff or the company.

- 11.2.4.16 Overstaying sanctioned leave without sufficient grounds, proper or satisfactory explanation or without informing or attempting to inform his superior of the excuse for such absence.
- 11.2.4.17 Production of low quality or sub-standard work and slackness in performance in meeting goals.
- 11.2.4.18 Incurring debts or acting in any manner which would affect the public image of the company.
- 11.2.4.19 Committing an immoral act within the company premises.
- 11.2.4.20 Drug abuse.
- 11.2.4.21 Smoking in the office before, during and after office hours.
- 11.2.4.22 Tardiness.
- 11.2.4.23 Inefficiency.
- 11.2.4.24 Dishonesty.
- 11.2.4.25 Professional negligence.
- 11.2.4.26 Insanity.
- 11.2.4.27 Abuse of position of office or power.
- 11.2.4.28 Judgement or order made in any civil suit or matter.
- 11.2.4.29 Default against any of the terms and condition of service.
- 11.2.4.30 Any act which may cause the company to be in dispute and submitted to legal suit.
- 11.2.4.31 Any other act or neglect considered serious by the company.

11.2.4.32 Soliciting or collection of contributions from other members of the staff for any purposes whatsoever at any time in the company premises without obtaining the permission of the Management.

11.2.4.33 Use of abusive language towards other employees.

11.2.4.34 Habitual absenteeism.

11.2.4.35 Scoring below 50 marks in Part A of the Performance Appraisal.

11.2.4.36 Excessive use of the telephone for personal use.

Minor misconduct

11.2.4.37 Absence without permission or valid cause.

11.2.4.38 Coming late for work.

11.2.4.39 Any action that is contrary to the company's rule and regulation.

11.2.4.40 Leaving place of work before the proper finishing time without permission.

11.2.4.41 Committing an act of nuisance on company premises.

11.2.4.42 Improper care of company properties entrusted to employee.

11.2.4.43 Careless use of company facilities/utilities.

11.2.4.44 Interfering with another person's work during working or non-working hours.

11.2.4.45 Sending frivolous or offensive notes/memorandums/letters to and behaviour towards other employees.

11.2.4.46 The above list of major and minor misconduct is not an exhaustive one and only gives an indication of the types of behaviour that may be considered as misconduct.

11.3 General Principles of Natural Justice

11.3.1 The following general principles of natural justice shall apply to the execution of a disciplinary procedure:

11.3.1.1 No disciplinary action will be taken against the employee without investigation, and, in serious cases, an official inquiry shall be conducted to establish the facts.

11.3.1.2 The investigation and inquiry, where called for, will be carried out as early as possible.

11.3.1.3 The employee will be given details pertaining to the matter in writing where necessary and will be provided with an opportunity to be heard.

11.3.1.4 Where an inquiry is called for, the employee will be given reasonable time to prepare for the case and given every opportunity to cross-examine all witnesses produced if he so wishes.

11.3.1.5 When an investigation or inquiry is taking place, it will often be inappropriate for the employee to continue his formal work; in such cases, the employee may be suspended until a decision is reached.

11.4 Disciplinary Action

Following to an inquiry, disciplinary action may be taken. The disciplinary action to be applied will consider the seriousness of the case and any mitigating circumstances. The HOD/Tech Lead or Corporate Department/Directors may impose any one or combination of the following disciplinary action against and employee;

11.4.1 Verbal warning;

11.4.2 Written warning;

11.4.3 Final written warning; and

11.4.4 Formal action, which will include but is not limited to:-

11.4.4.1 suspension with or without pay for a period of time;

11.4.4.2 deferring or withholding of increment and/or bonus for a period of time;

11.4.4.3 reduction of salary;

11.4.4.4 forfeiture of declared bonus;

11.4.4.5 downgrading;

11.4.4.6 dismissal with contractual notice; and

11.4.4.7 filing a legal suit against employee.

11.5 Levels of Disciplinary action

Disciplinary action can range from an oral warning to dismissal. The levels of disciplinary action that may be applied are as follows:

Disciplinary Action / Sanction	Details
Formal oral warning	<p>Will be issued if:</p> <ul style="list-style-type: none"> • it is considered that the conduct of an employee has fallen below an acceptable standard and the member of staff has committed a minor offence. • where is found that such a disciplinary offense has occurred, the outcome will consist in the first instance of an oral warning, which will be recorded by the manager concerned, and copy will be held by Corporate Department on the employee personal record. <p>A formal oral warning will be issued in writing and will be lapsed six (6) months after issue.</p> <p>Note: although there is no wight of appeal against a Formal Oral Warning, any response to formal oral warning by an individual will be recorded on the employee's personal record.</p>
A written warning	<p>Will be issued if:</p> <ul style="list-style-type: none"> • there is no improvement in conduct which the employees have previously been warned or • another related instance has occurred during the currency of a previous warning or • misconduct is confirmed and the conduct is of such seriousness that an oral warning is not appropriate. <p>Where it is found that such disciplinary offence has occurred, a written warning will be given to the employee and a copy placed on his personal record within Corporate Department.</p> <p>A written warning will lapse 12 months after issue.</p>

Disciplinary Action / Sanction	Details
Final Written Warning	<p>Will issued if:</p> <ul style="list-style-type: none"> a written warning has already been issued and another instance of misconduct has occurred while it is current or there is no improvement in the conduct about which the employee has previously been warned or the conduct is of such seriousness that verbal or further written warning are not appropriate but would not justify a dismissal. <p>Where it is found that such disciplinary offence has occurred, a final written warning will be given to the employee and a copy placed on his personal record within the Corporate Department.</p> <p>A final written warning will lapse 18 months after issue.</p>
Dismissal	<p>Will occurred if:</p> <ul style="list-style-type: none"> an allegation of gross misconduct is found to be proven or there is no improvement in the conduct within the specified period which has been the subject of a final written warning or another instance of misconduct has occurred during the currency of a previous warning and a final written warning has already been issued.

11.5.1 Where an employee is dismissed, he will receive a written statement of the reasons for his dismissal, the date on which the employment contract will end, the appropriate period of notice or payment in lieu, payment of any outstanding annual leave and the right of appeal.

11.5.2 Should the disciplinary panel consider that considering all the circumstances, dismissal is not warranted, an alternative to dismissal may be imposed in the form of extending a period of the existing final written warning for up to a further twelve (12) months or demotion to a lower graded job role.

11.6 Disciplinary Measures

Disciplinary measures will be executed in the following manner:

- 11.6.1 Infringement or lapses will be dealt with verbally by Corporate Department. Such warnings should be recorded and placed in the personal file.
- 11.6.2 More serious or repeated infringement or lapses will be dealt with by the Corporate Department, who may give a written warning and a copy placed in the employee's personal file. This written warning may be a final warning to the employee.
- 11.6.3 Where a verbal or a written is given, that warning should state the nature of the offence or lapse, and the time allowed for improvement to be achieved.
- 11.6.4 If after adequate warning, a further disciplinary measure becomes necessary, the Corporate Department will recommend to the HOD/Tech Lead/Directors to take whatever formal action appropriate to the seriousness of the case.
- 11.6.5 If dismissal is warranted, a recommendation to dismiss will be made to the HOD/Tech Lead/Directors.
- 11.6.6 If an employee wishes to appeal against a written warning or other formal disciplinary action, he may ask for the case to be reviewed by the HOD/Tech Lead/Directors.
- 11.6.7 Arrangement for review of the case shall be made within seven (7) working days from the appeal date to the HOD/Tech Lead/Directors. If the appeal is not submitted within seven (7) days from the days, the company shall consider that the decision has been accepted.

12.0 GRIEVANCE

12.1 Grievance Policy

12.1.1 The company recognises that an employee may encounter problems and differences arising from various aspects of their employment. In most cases, the problems can be resolved by informal discussion within the department. But there may be occasions, when an employee wishes to pursue the matter through other formal channels to bring their grievance to the notice of the company.

12.1.2 Employees can file grievance for any of the following reasons:

12.1.2.1 They have been victims of workplace harassment;

12.1.2.2 Their health and safety have been compromised;

12.1.2.3 They have witnessed poor supervision or bad behaviour;

12.1.2.4 There are unjust changes made to the employment agreement;

12.1.2.5 Policy guidelines are violated; or

12.1.2.6 There is a dispute between co-workers, suppliers, and/or management.

12.1.3 This list is not exhaustive. However, employees should try to resolve less important issues informally before they resort to a formal grievance.

12.1.4 Employees who file grievances can:

12.1.4.1 Reach out to their immediate superior or Corporate Department;

12.1.4.2 File a grievance form explaining the situation in detail;

12.1.4.3 Refuse to attend formal meetings on their own; and

12.1.4.4 Appeal on any formal decision.

12.1.5 Employees who face allegation have the right to:

12.1.5.1 Receive a copy of the allegations against them;

12.1.5.2 Respond to the allegations; and

12.1.5.3 Appeal on any formal decision.

12.1.6 The company is obliged to:

12.1.6.1 Have a formal grievance procedure in place;

12.1.6.2 Communicate the procedure;

12.1.6.3 Investigate all grievance promptly;

12.1.6.4 Treat all employees who file grievance equally;

12.1.6.5 Preserve confidentiality at any stage of the process;

12.1.6.6 Resolve all grievances when possible; and

12.1.6.7 Respect its no-retaliation policy when employee file grievances with the company or external agencies (e.g., equal employment opportunity committee).

12.2 Grievance Procedure

12.2.1 Before filing an official grievance complaint, all employees are advised to review the policy that directly impacts their complaint.

12.2.2 INTENCODE encourages employees to resolve minor disputes with the help of a Corporate Department. If the informal complaint is not fairly and constructively resolved within seven (7) days, employees may file a formal grievance.

- 12.2.3 The Corporate Department (or any appropriate person in the absence of a Corporate Department) should follow the procedure below:
- 12.2.3.1 Ask employee to fill out a Grievance Complaint Form.
 - 12.2.3.2 Talk with the employee to ensure the matter is understood completely.
 - 12.2.3.3 Provide the employee who faces allegations with a copy of the grievance.
 - 12.2.3.4 Organise mediation procedures (e.g., arranging a formal meeting).
 - 12.2.3.5 Investigate the matter or ask the help of an investigator when needed.
 - 12.2.3.6 Keep employees informed throughout the process.
 - 12.2.3.7 Communicate the formal decision to all employees involved.
 - 12.2.3.8 Take actions to ensure the formal decision is adhered to.
 - 12.2.3.9 Deal with appeals by gathering more information and investigating further.
 - 12.2.3.10 Keep accurate records.
- 12.2.4 This procedure may vary according to the nature of grievance. For example, if an employee is found guilty of racial discrimination, the company will begin disciplinary procedures.
- 12.2.5 Corporate Department shall arrange a mediation procedure within seven (7) days from the notification of grievance filed by employees.
- 12.2.6 The decision and outcomes from the mediation procedure will be notified within seven (7) days after the meeting.

- 12.2.7 If the grievance has not been resolved to the employee satisfaction, the employee can appeal in writing to the Directors, stating the full grounds of appeal, within seven (7) days of the date on which decision was sent or given.
- 12.2.8 Corporate Department will hold an appeal meeting within two (2) weeks of receiving the appeal.
- 12.2.9 The decision of final decision will be given in writing after seven (7) days after the appeal hearing.
- 12.2.10 Unfortunately, there is no further right of appeal.

AMENDMENTS

INTENCODE reserves the right to introduce, modify or annul the contents set out in this handbook at any time during its operation wither to reflect all current regulations of the Employment Act 1995 or any other relevant statutes or as and when it deems necessary. Any changes made shall be duly notified to all employees via INTENCODE circular.

Employees are also subjected to all the statutory legislations at time being in force where otherwise any terms and conditions of service are not mentioned in this Handbook.

SUMMARY SCHEME OF BENEFITS

1.0	EMPLOYEE PROVIDENT FUND (EPF)		
	1.1	Employee Provident Fund Contributions	Employee: 12% of basic salary Employer: 3.67% of basic salary
2.0	EMPLOYEE STATE INSURANCE (ESI)		
	2.1	Employee State Insurance Contributions	Income less than INR 26,000 Employer: 3.75% on gross income Employee: 0.75% on gross income
3.0	LEAVE ENTITLEMENT		
	3.1	Annual Leave	<ul style="list-style-type: none"> • Less than 2 years: 8 days • 2 to less than 5 years: 12 days • More than 5 years: 16 days
	3.2	Medical Leave (a) Outpatient (b) Hospitalization	<ul style="list-style-type: none"> • Less than 2 years: 14 days • 2 to less than 5 years: 18 days • More than 5 years: 22 days • 60 days per annum exclusive of outpatient medical leave
	3.3	Maternity Leave	<ul style="list-style-type: none"> • 26 weeks
	3.4	Prolonged Illness Leave	<ul style="list-style-type: none"> • First three (3) months: Full pay leave • Further three (3) months: Half pay leave • After six (6) months: No pay leave
	3.5	Compassionate Leave	<ul style="list-style-type: none"> • Death of immediate family: up to 3 days per occasion • Disaster (e.g., flood, fire, robbery): up to 3 days per occasion • Maximum of six (6) working days per annum
	3.6	Marriage Leave	<ul style="list-style-type: none"> • Three (3) working days • First legal marriage
	3.7	Paternity Leave	<ul style="list-style-type: none"> • Seven (7) consecutive days leave • Up to five (5) confinements

4.0	MEDICAL BENEFITS		
	4.1	Medical Benefits	<ul style="list-style-type: none">• All levels: INR 800.00/visit• Up to INR 9,600.00 per calendar year
5.0	OTHERS		
	5.1	Retirement Age	60 years
	5.2	Probationary Period	Three (3) months
	5.3	Working Hours	<ul style="list-style-type: none">• Working Days/Hours Monday to Friday: 8.00 am – 5.00 pm• Lunch Hour Lunch Hour: 1.00 pm – 2.00 pm
	5.4	Notice of Resignation	<ul style="list-style-type: none">• During probation: 2 weeks• Upon confirmation: 2 months• More than 5 years of service: 3 months

REFERENCES

For queries and clarification, please contact Corporate Department personnel as follows:

Arnisya binti Ramli

Human Resource Executive

EDESS Education Development and

Solutions Specialist Sdn Bhd

(Holding Company of Intencode India Pt Ltd)

Contact No : 6018-359 4294

Email : arnisya@edess.asia

ATTACHMENT

Employee Handbook Acknowledgement Receipt

ACKNOWLEDGEMENT

I hereby acknowledged that I have been made aware that INTENCODE has an Employee Handbook and that a copy of the Handbook, in electronic form, has been made available to me for review. I hereby acknowledged that I understand that it is my responsibility to read the Handbook and familiarize myself with the policies contained herein. I have been given the opportunity to ask questions about the policies of the company as stated in the Handbook, hence any future questions and grievance may be submitted to the Corporate Department.

I agree to comply with the policies, procedures and other guidelines set forth in the Handbook. I understand that the company reserves the right to change, modify or abolish any or all the policies, benefits, rules and regulations contained in the Handbook as it deems appropriate at any time, with or without notice. I acknowledged that neither the handbook nor its contents are an express or implied contract regarding my employment.

I further understand that all employees of the company, regardless of their classification or position, are employed on an at-will basis, and their employment can be terminated at the will of the employee or the company at any time, with or without cause and with or without notice. I have also been informed and understand that no officer, agent, representative, or employee of the Company has any authority to enter into any agreement with any applicant for employment or employee for an employment arrangement or relationship other than on an at-will basis and nothing contained in the policies, procedures, handbooks or any other documents of the company shall in any way create an express or implied contract of employment or an employment relationship other than one on an at-will basis.

This handbook is the company property and must be returned upon separation.

Signature

Date

Employee Name

Position

FOR MANAGEMENT REFERENCE ONLY;

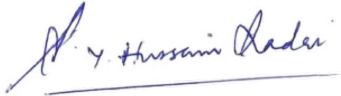
Prepared by,



ARNISYA BINTI RAMLI

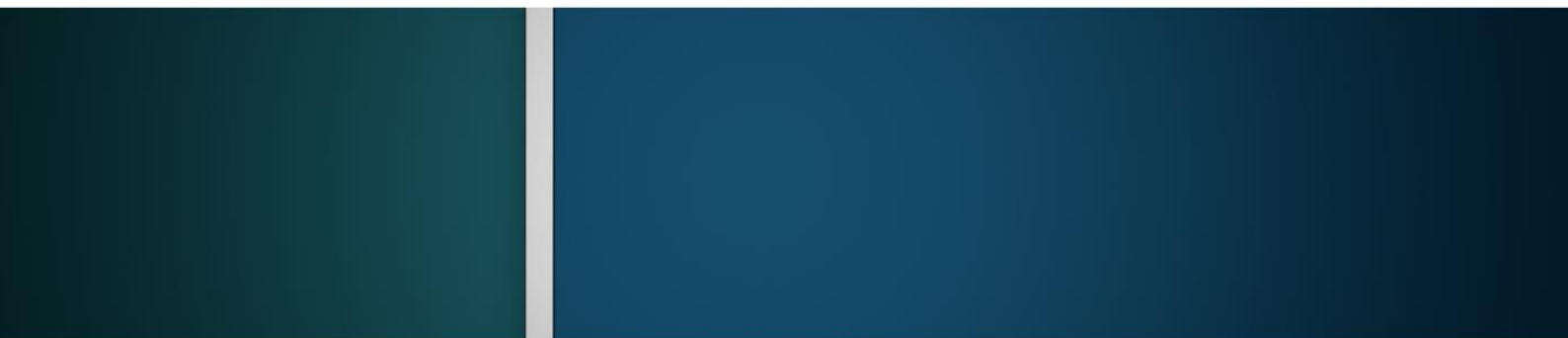
Human Resource Executive
EDESS EDUCATION DEVELOPMENT AND
SOLUTIONS SPECIALIST SDN BHD

Approved by,



DR. SYED YAMIN QADRI SYED SHAH HUSSAIN QADRI

Managing Director
INTENCODE INDIA PT LTD



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