**EMPLOYMENT CONTRACT**

This agreement is made between **Coding Pixel** having registered office at # 25M, Johar Town, Lahore and (The Employee) **Muhammad Abdullah** holding **38403-7235523-7** joined as an **Associate Software Engineer** on **June 20, 2023.**

It is agreed that the company will recruit the Employee who has to serve the Company on the following terms and conditions:

**DEFINITION AND INTERPRETATION:**

In this Agreement:

1. “Associated Company” means an Associated Company as defined in the Income Tax Ordinance, 2001.
2. “Director” means the director of the company for the time being of the Company.
3. “Chief Executive Officer” means the chief executive of the Company for the time being of the Company.
4. “Employment Manual” shall mean detailed rules and policies regarding conditions of employment by the Company.
5. “Offer Letter” means the Offer Letter signed by the employee.
6. Words importing one grade include the other grade and the words importing the singular include the plural and vice versa.
7. These headings which are not a part of this Agreement shall not be considered in its construction or interpretation.
8. Every clause is given a different number, so it would be easy to understand and differentiate from others.
9. “Employment Manual” and “Offer Letter” shall be an integral part of this Agreement and construed accordingly.
10. In case of any conflict between the Offer Letter and The Employment Agreement or between the Offer Letter and the Employment Manual, the terms of the Offer Letter shall prevail.
11. If there is any conflict between the Employment Agreement and the Employment Manual, the terms of the Employment Manual shall prevail.

**IDEOLOGY OF PAKISTAN:**

No employee shall express views detrimental to the ideology or integrity of the state Islamic Republic of Pakistan.

**APPLICABLE LAW:**

This Agreement is governed by and shall be construed by the laws of the state Islamic Republic of Pakistan.

**ENTIRE AGREEMENT:**

This Agreement contains the entire understanding between the parties and supersedes all previous agreements and arrangements relating to the employment of the employee by the Company.

**JURISDICTION:**

The parties to this Agreement submit to the exclusive jurisdiction of the courts at Lahore concerning any disputes arising out of or in connection with the Agreement. Exclusive jurisdiction clause will prevail although the Employee is working for the Company in a city in Pakistan other than Lahore.

**EMPLOYMENT COMMENCEMENT:**

This employment will be deemed to have commenced on the date of joining and continues till subject to termination by any party giving notice in writing as mentioned in the clause of “Termination”.

**POSITION AN DUTIES AS AN EMPLOYEE:**

The Employee is required to perform the duties and undertake the responsibilities as discussed and mentioned in the Offer Letter, other duties as may arise from time to time and as may be assigned.

**HOURS OF EMPLOYMENT:**

* The employee is required to work for nine (9) hours a day (09:00 AM to 06:00 PM) inclusive of a lunch break or hours as required to discharge assigned duties. Everyone is instructed to be in the office at 09:00 AM and work as per employment hours.
* Relaxation of 60 minutes is allowed to everyone in case of any problem. The employee must adjust the time after 06:00 PM to complete his/her hours of employment (nine (9) hours a day).
* Late coming after 10:00 AM but before 11:30 AM, will be considered as short leave.
* Late coming after 11:30 AM, will be considered as half-day leave.
* Two (2) short leaves will be equivalent to half-day leave, two (2) half-day leaves will be equivalent to a full day leave.

**PLACE OF EMPLOYMENT:**

The employee shall work in the city mentioned in the Offer Letter and he may be required to travel on the business of the Company or any Associated Company within or outside the Islamic Republic of Pakistan.

**DRESS CODE:**

The Company expects all employees to be appropriately dressed when presenting themselves for work. Employees are required to maintain a proper dress code and appear well-groomed and presentable at all times. Cleanliness and personal hygiene should also be given due importance while attending work. Employees should ensure that their attire and presence are following Islamic values and are consistent with the cultural norms of the society.

**NATURE OF RELATIONSHIP:**

Nothing herein shall be construed as constituting an agreement, understanding, or commitment of any kind that the company shall continue to employ the employee, nor shall this agreement limit in any way the company's right to terminate the executive's employment at any time for any reason whatsoever following the terms hereof.

**COMPENSATION:**

The salary and other compensation, if any, payable to the employee by the Company shall be as provided in the Offer Letter.

**EXPENSES:**

The Company shall, by way of reimbursement pay or procure to be paid to the employee, all reasonable and pre-approved traveling, lodging, and other expenses wholly, exclusively, and necessarily incurred by him in or about the performance of his duties under this Agreement subject to providing evidence of the expenditure in respect of which he claims reimbursement.

**EXAMINATIONS:**

Any employee, who clears any Certification or Professional Exam, aligned with the company goals, prior company approval required, will be reimbursed the whole exam fee, by the company. The employee is liable to serve at least six (6) months after passing an exam. If the employee is unable to clear his/her exam, the company shall not pay the examination fee.

**PROBATIONARY PERIOD:**

It is understood and agreed that the first 90 (ninety) days of employment shall constitute a probationary period. Employee status will be updated to a permanent employee of a company after successful completion of the probationary period and will be liable to avail all paid leaves and other benefits as per the policy of confirmed employees. In terms of resignation, the notice period will be of 1 month i.e., 30 days.

**LEAVE QUOTA:**

* Permanent employees will be able to avail leaves on a pro-rata basis after they have been confirmed. Management has the right to adjust leaves from the quota availed during probation.
* The employee will be allowed to take twenty-one (21) paid leaves per year (January to December) i.e., Ten (10) Annual Leaves, Six (6) Sick Leaves, and five (5) Causal Leaves.
* Annual Leaves will be carried forward on a pro-data basis to next year, quota with a cap of ten (10) Annual leave.
* Annual leaves (10) can be en-cashed at the end of the fiscal year by informing HR a month before next year (January to December).
* Annual Leaves must be formally approved by the team lead / HR. Employees must inform at-least two (2) weeks before taking two (2) consecutive leaves excluding emergencies. The Employee is liable to provide documented proof if required by the Company.
* Leaves exceeding the allowed quota will be considered unpaid in a fiscal year.

**MATERNITY LEAVES:**

* A permanent employee with at least 1 year of work experience with Coding Pixel is eligible for maternity leaves.
* There will be 30 days of maternity paid leaves including weekends and public off-days.
* The employee is liable to serve at least six (6) months after joining back.
* These leaves can be availed twice in a career.
* These leaves can be availed with a minimum gap of 2 years.

**PATERNITY LEAVES:**

* A permanent employee with at least 1 year of work experience with Coding Pixel is eligible for paternity leaves.
* There will be five (5) days of paid paternity leaves in addition to weekends and public off days.
* These leaves can be availed twice in a career.
* These leaves can be availed with a minimum gap of 2 years.

**COMPENSATORY LEAVES:**

* If an employee must come to work, as per the company's requirement, on weekend days or public off-days, he/she will be entitled to get leave as compensation, but on approval from his/her team lead.
* If Employee works for four (4) hours on off-days in the office, as per the company's requirement, his/her lunch bill will be reimbursed by the Company.
* If an employee works eight (8) hours on off-days in the office, as per company requirements, his/her lunch and dinner bill will be reimbursed by the company.
* Each bill has a cap of PKR 300/ person.

**UMRAH LEAVES:**

An employee who has served the company for 2 years is eligible to apply for 15 paid umrah leaves. It is advised to the employee to inform the HR department at least one month before the leave date. These leaves can be availed again after a gap of 5 years.

**HAJJ LEAVES:**

An employee who has served the company for 5 years is eligible to apply for 40 paid Hajj leaves. It is advised to the employee to inform the HR department at least one month before the leave date. These leaves can be availed again after a gap of 5 years.

**BENEFITS:**

The company is offering many facilities to its employees:

* Performance Recognition
* Bi-annual Performance Review
* Referral Bonus
* Annual Dinner
* Loans – After 1 year of service.
* Leaves & Leaves Encashment
  + Sick Leaves
  + Casual Leaves
  + Annual Leaves
  + Paternity and Maternity Leaves
  + Hajj/Umrah Leaves
  + Wedding Leaves
  + Bereavement Leaves
* Events & Ceremonies
* Birthdays
* Annual Dinner
* Sports Gala
* Movie Night
* Eid Milan Parties
* Public Events Celebrations i.e. Pakistan Day etc.
* Company Sponsored Annual Trips
* Recreational Day Outs
* Medical
* Career Growth
* Company Sponsored Certifications
* Laptop Rental and Incentive
* Fuel Allowance-Operations/Admin Department

**PERFORMANCE REVIEWS:**

Employee’s performance will be reviewed by the Management, HR, and acting Team Lead/Supervisor after three (3) months of its joining date and then bi-annually as per its assigned tasks and HR Policies. Every time performance evaluation reviews will be discussed with the employee.

**APPRAISAL:**

The employee will be provided with a written performance appraisal after the successful completion of the probationary period and then after the completion of six (6) months starting from its confirmation date and said appraisal will be reviewed at which time all aspects of the assessment can be fully discussed.

**LOAN:**

An employee who has served the organization for one year is eligible to apply for a loan of up to 2 gross salaries. The loan is to be repaid within one year from the receiving date. A minimum of 10% of the loan amount has to be paid every month. An employee cannot resign until he has paid back the loan amount. The yearly loan cap for the organization is 10 lakhs, and the loan is provided on a first come first serve basis.

**FUEL ALLOWANCE:**

If an employee from the admin department is required to travel due to office work. Approval must be recorded from the operations manager, who then gets approved by top management. The employee is advised to submit the fuel consumption receipts to the operations manager to get the amount en-cashed at the end of the month. The en-cashed amount will be calculated as per the fuel rate.

**PROPRIETARY RIGHTS:**

The Company shall have unlimited and exclusive rights in all writings, including without limitation, logic diagrams, flow charts, drawings, designs, software program code, specifications, notes, improvements, discoveries, models, consumer behavior insights, mathematical expressions, algorithms, proprietary marketing concepts, procedural diagrams, coding sheets, documentation manuals, or other work developed by the Employee in the performance of his work for the Company, whether now existing or later developed for the Company.

The Employee hereby assigns to the Company all his rights, title and interest in any inventions and ideas, patentable or not, that he makes or conceives, alone or with others, during the period in which he is employed by the Company, and that relate in any way to the actual or prospective business of the Company. The Employee will, upon request, execute specific assignments and take away action necessary to enable the Company to secure patents, copyrights, or otherwise secure its proprietary rights in such inventions or ideas.

**CONFIDENTIAL RIGHTS:**

All materials and information, whether having existed, now existing, or to be developed or created during the term of the Employee’s employment by the Company will be referred collectively as the “Company’s Confidential Information” are covered by this Agreement.

Information relating to existing software products whether owned or licensed or developed by the Company including know-how, design specifications, procedures, techniques, and information processing processes. Information relating to consulting, training, and other proprietary products or services, whether existing or in various stages of research and development such as know-how, Specifications, technical data, engineering data, processes, techniques, methodologies, and strategies. All are considered as Company's Confidential Information.

Information about Company's marketing plans and strategies, forecasts and projections, marketing practices, procedures and policies, financial data, discounts, margins, costa, credits terms, pricing practices, procedures and policies, goals, and objectives, quoting practices and customer data including customer lists, contracts, representatives, requirements and needs, Specifications, data provided by or about prospective existing or past customers and contract terms applicable to such customers, and the physical embodiments of such information is a part of Company's Confidential Information.

Information concerning or relating to the way the company conducts its business, internal business procedures, controls, plans, licensing techniques and practices, supplier, subcontractor, and prime contractor names and contracts and other vendor information, computer system passwords, and other computer security controls, financial information, distributor information, the information supplied by clients and customers of Company and employee data all contain under Company's Confidential Information.

The company's trade secret, such as a method or technique of production which gives the company an edge over other competitors, is also a main clause of the Company's Confidential Information.

Even the physical embodiments of the Company's Information are also confidential such as checklist, samples, services and operational manuals, contracts, proposals, print-outs, correspondence, forms, listings, ledgers, financial statements, financial reports, financial and operational analyses, financial and operational studies.

Management reports of any kind, databases, employment records, and any other written or machine-readable expressions of such information are fixed in any tangible media. Even Copies of Company's Confidential Information shall be treated with the same degree of confidentiality as the original information and shall be subject to all restrictions herein, even after the termination of employment for any reason.

The general skills, knowledge, and experience gained during the Employee's employment with the Company, and information publicly available or generally known within the industry or trade in which the Company competes, is not considered Company’s Confidential Information.

**EMPLOYEE OBLIGATION:**

Being a part of an organization and as per signing an agreement employees also have some obligations during and after their employment with the company.

* The Employee will not use, disclose, or transfer any of Company's Confidential Information or material and will not use in any way other than in Company's business received by Company from others and intended by Company to be kept in confidence by its recipients. Employees would take all reasonable precautions to prevent the inadvertent or accidental exposure of the Company's Confidential Information.
* The Employee acknowledges and agrees that the sale, misappropriation, or unauthorized use or disclosure in writing, orally or by electronic means, at any time of Company’s Confidential Information obtained by him during his employment constitutes unfair competition. The Employee agrees and promises not to engage in unfair competition with the company, either during his employment or at any time thereafter.
* The employee is not allowed to have a second job while he/she is employed at Coding Pixel. In addition to that Coding Pixel strictly discourages freelancing. Any employee caught working on personal projects during office hours shall face consequences.
* The Employee will comply to only use the material and Devices/Hardware's provided by the company and shall return to the Company all its information, material, Devices, Hardware's, and copies of the foregoing, whether written in a fixed media or otherwise, at any time upon the request of Company and additionally without such request, before the termination of his employment by Company.
* During his employment with the Company, the Employee agrees not to accept or continue in any job, consulting work, directorship, freelancing, or employment other than with the Company, without the written approval of senior management of the Company.
* The Employee agrees that during his employment with the Company, neither his spouse nor any member of his immediate family shall work in a position directly competitive with the Company.
* After the disclosure of employment with the Company, the Employee will not work with the company's clients or directly in competition to the Company for one (1) year or legal action will be taken against.
* (Ex)/Employee can mention only the projects on which he/she has worked as an assignee to the relevant project tasks.
* (Ex)/Employee cannot mention or share client information. It includes project details, web URLs, client contact, etc. on a physical or digital resume, personal website/blog/page, etc.
* (Ex)/Employee can share although share project features, technology, and/or partial details of the project. For example:
  + Mention client as a fictional entity i.e., Company X
  + Blur the company’s logo or use a fictional logo in the screenshot. Add a disclaimer in a later case that you have added fictional content for presentation purposes.
  + Share a screenshot and do not share relevant info. So, concerned people can be restricted to visit/see the actual content.
* You can mention skills, tools, the technology used, some distinctive features (without going into details about features).
* One can mention in a job interview relevant experience can be furnished after the consent of the client/ (ex) employer.

**PUBLICATION:**

The Employee agrees not to submit any writing for publication or deliver any speech that contains any information relating to the business of the Company unless he receives advance written clearance from an authorized representative of the Company. The Employee hereby grants to Company the right to use his name and likeness, without additional consideration, on, in, and in connection with technical, marketing or disclosure materials published by or for Company.

**CONFLICTS:**

The Employee agrees to inform the Company of any conflicts between its work for the Company and any obligations he/she may have to preserve the confidentiality of another’s proprietary information or materials or any rights he/she claims to any inventions or ideas before using the same on Company’s behalf. Otherwise, the Company may conclude that no such conflict exists, and the Employee agrees thereafter to make no such claim against the Company. The Company shall receive such disclosure in confidence and consistent with the objectives of avoiding any conflict of obligations and rights or the appearance of any conflict of interest.

**CLOSURE OF EMPLOYMENT:**

The employment contract between the Employee and the company can be closed by giving the other party one (1) month notice period in writing. In case of employee resignation, the employee will serve one month's notice or will pay compensation of an amount equivalent to one (1) month's salary instead of notice. It is subject to the Company's discretion whether to accept monetary compensation from employees. In case of closure of contract by company; it is subject to Company's discretion whether to ask the employee to serve one month notice or compensate the employee with an amount equivalent to one (1) month salary instead of notice. In case of an employee's resignation, it is subject to the Company's discretion to release the employee before his notice period, by compensating only served days. Neither Employee nor the Company, at the convenience of either party, shall not require a cause to be shown/mentioned. During the probation period, employment may be terminated by the Company or by the Employee on seven (7) days' notice without any further obligation on the Company except for salary accrued up to the date of dismissal.

**HARASSMENT:**

Coding Pixel is committed to providing a safe environment for all its employees free from discrimination on any ground and harassment at work including sexual harassment. Coding Pixel will operate a zero-tolerance policy for any form of sexual harassment in the workplace, treat all incidents seriously, and promptly investigate all allegations of sexual harassment. It is subject to the Company's discretion whether to accept monetary compensation from employees. In case of closure of contract by company; it is subject to Company's discretion whether to ask the employee to serve one month notice or compensate the employee with an amount equivalent to one (1) month salary instead of notice. In case of an employee's resignation, it is subject to the Company's discretion to release the employee before his notice period, by compensating only served days. Neither Employee nor the Company, at the convenience of either party, shall not require a cause to be shown/mentioned.

During the probation period, employment may be terminated by the Company or by the Employee on seven (7) days’ notice without any further obligation on the Company except for salary accrued up to the date of dismissal.

Any person found to have sexually harassed another will face disciplinary action, up to and including dismissal from employment. All complaints of sexual harassment will be taken seriously and treated with respect and in confidence. No one will be victimized for making such a complaint.

**BULLYING:**

Workplace bullying refers to repeated and persistent, unreasonable actions/practices of individuals (or a group) directed towards an employee (or a group of Employees), which are intended to offend, intimidate, degrade, humiliate, or which create a risk to the health or safety of the Employee(s).

**TERMINATION INSTEAD OF NOTICE:**

The employment of the Employee may be terminated by the Company without any notice payment instead of notice in case of:

* Willful insubordination or disobedience to any lawful order of a superior.
* Theft, fraud, or dishonesty in connection with the Company’s business or property or the business or property belonging to an Associated Company.
* Willful damage to loss of Company’s property to property belonging to an Associated Company.
* Taking or giving bribes.
* Habitual absence without leaves or absence without leave for more than five (5) days.
* Habitual late attendance.
* Habitual breach of laws or regulations of establishment.
* Disorderly behavior during work hours.
* Zero tolerance policy in case of proven bullying and harassment or any of them.
* Habitual negligence or neglect of work.
* Breach of any other term of this Agreement or the laws of Pakistan.

**RECONSTRUCTION OF AMALGAMATION:**

If the employment of the Employee under this Agreement is terminated because of the liquidation of the Company for reconstruction and amalgamation and the Employee is offered employment with any Associated Company or any concern or undertaking resulting from reconstruction or amalgamation on terms and conditions not less favorable than the terms of this Agreement then the Employee shall have no claim against the Company in respect of the termination of his employment under this Agreement.

**EMPLOYMENT HANDBOOK/MANUAL:**

Such rules and policies shall be notified in detail in the Employment Manual maintained for the purpose by the Company by the Concerning Department (HR) and made accessible to all personnel through a shared medium.

**EDITABLE RIGHTS:**

Only the Company (HR Department) reserves the rights, on an ongoing basis, to make rules and policies regarding conditions of employment, to amend and disclose the same.

IN WITNESS WHEREOF the parties have executed this Agreement on the date, place, and year aforementioned.

**Name: Name:**

**Designation: Designation:**

**Sign: Sign:**

**On behalf of the Company On behalf of the Applicant**