# codingcops

CodingCops

**EMPLOYEE HANDBOOK 2023-2024** 

## **CODINGCOPS - EMPLOYEE HANDBOOK**

## Staff Classification, Position, Role and Title:

Each family member will have a staff classification, a position (derived from his/her staff classification and department/section), at least one role, and a title. These attributes define a member's standing in the company. An employee's progress in the company is quantified by his/her staff classification. The member will advance in the company by rising through the staff classifications shown below.

Staff Classification		
CEO, CTO		
Vice President		
Senior Director		
Director		
Senior Project Manager (SPM)		
Project Manager/Solution Architect (PM)		
Associate Project Manager/Team Leads		
Senior Engineer (SSE) or Senior Executive		
Software Engineer or Senior Administration Executive (SE)		
Associate Software Engineer or Admin Executive (ASE)		
Janitorial Staff		

Staff classification is uniform across departments. Except that technical personnel get the classification of Junior Engineer, Engineer, Senior Engineer, Team Lead, Project Manager and Senior ProjectManager, while non-technical personnel get the classification Officer, Executive and Senior Executive. The staff classification structure has nothing to do with the operational reporting structure within the company, which is driven by the member's role.

#### 1. Attendance & Leaves:

#### Attendance machine:

- A. HR Dept. ensures to register the biometrics of the newly hired employees in the attendance machine on the day of joining.
- B. Employees are required to provide Biometric authentication when they come and leave the office premises.
- C. In case of working from home, all employees are required to apply their attendance from their mobile application (Slack) or manually from the system (Email).
- D. Employees are required to regularly check their respective attendance and review their completion of working hours.
- E. In case of discrepancy/corrections in attendance, employees may send attendance correction requests to their respective managers/HR.
- F. All staff are expected to work shifts according to the Employer's operational requirements keeping in mind that additional days in addition to the working days will be paid unless they are not spent because of negligence, blunders, or incompetence.

## 1.1 Leave Policy:

- A. Please apply for leave well within time. All leaves have to be pre-approved except emergency or sick leaves. It is your responsibility to get your leave approved by your lead and update the HR or management (hr@codingcops.com) accordingly. Your immediate team lead or colleague is responsible for updating the CodingCops family members on the day of your leave so that others are aware.
- B. For a leave of **2 days or less**, it has to be approved at least 2 business days earlier. Any leave consisting of **2-4 business days** must be approved at least one week earlier. Leave of 7+ or more working days has to be approved at least 45 \*business days. Any leave of more than the better half of the week has to be approved by the lead as well as management.
- C. Other than casual and sick leaves, we also have extraordinary leaves that are approved based on extraordinary circumstances. For example, we have a wedding holiday of 15 total days (including weekends or other holidays. The same goes for Hajj and maternity. Other than the circumstances above applying for an Extraordinary leave doesn't guarantee the approval.
- D. Leaves can be rejected as well or can be converted to a day swap. Generally, leaves

following the guidelines above do get approved.

E. If you want to leave your job, there is a notice period of 30 days for ASE, SE, SSE, TLs and executives; 60 days for PMs and above. If you want to apply for additional leave during your noticeperiod, you will be required to serve extra working days. Please don't make any commitments before completing your notice period.

#### 1.2 Annual Leave:

A. Software Engineers are entitled to 12 working days holiday, Senior Software Engineers are entitled to 14 working days holiday and Project Managers and above are entitled to 16 days working holidays for every 12 months of completed service in a prorated fashion.

Leave Type	Abbreviation	No. Of Leaves
Annual Leave Sick & Casual	AL	<ul> <li>ASE, SE, Executive, Officers = 12</li> <li>SSEs &amp; TLs = 14</li> <li>PMs &amp; Above = 16</li> </ul>
Extra Ordinary Leave	EOL	15
Compassionate Leave	CL	03

#### 1.3 Sick Leave:

- a. Apply for sick leave if you are not well and only for health-related issues.
- b. If you want to leave your job, there is a notice period of 30 days excluding leaves.
- c. If you want to take leaves, please extend the notice period accordingly.
- d. If you are away from the office for 3 consecutive days on sick leave, we may ask you to present the relevant documentation.

## 1.4 Compassionate Leave:

In the event of death or serious illness of an immediate family member the Employees may be permitted to take up to 3 business days of compassionate leave. Immediate family members include husband/wife, father, mother, and children.

## 1.5 Public Holidays:

Keeping in view the nature of our business, we may or may not follow the public holidays.

- (a) We generally try to follow the public holidays in Pakistan.
- (b) Due to the nature of the Employer's business, you may be required to work on a designated public holiday(s)

#### 2. Work Hours:

(a) 45 hours are the normal hours that everyone spends in the office in which 40 are the working hours and 1 hour is for lunch, prayers, sports, and other activities. If you are spending more hours on other activities, please be ethical to fulfill your 40 designated working hours. You can't skip that 1 additional hour to make it 40.

Our official working hours are 12:00 pm – 9:00 PM PKT but we have 2 additional shifts as well i) 2nd shift (3:00PM – 1:00 Am with 2 hours of break) with additional bonuses for ASEs ii)EST shift (starting timings may vary but the end time is 3:00 Am (Not 2:30 AM) PKT during summers and 4:00 AM PKT during winter to match US daylight shifting hours).

The EST bonus will be applied to everyone including ASEs, SSEs, and PMS. Proper permission is required before starting to work on the EST. Please drop a Slack message on your project group before the start of the month and wait for the PM or Senior PM's approval so that everyone on your project channel is aware that you are working in EST. We may ask you to submit the Slack message on the project group that you submitted before the start of the month as proof while claiming the bonus.

(b) All family members are expected to work shifts according to the requirements. Additional days in addition to the working days will be paid unless they are not spent because of negligence, blunders, inexperience, or incompetence.

## 2.1 Extra Work Day Policy:

(a) We do pay for the extra working day(s). We do NOT typically pay for the extra working hours unless they are significant and can be proven by a meter or attendance machine. We do pay for the extra working days based on 1.25X, 1.5X and other formulas that we have. Ask HR for details.

# 2.2 Extra Earning Opportunity:

The Employer offers an opportunity to earn extra by working extra hours other than the employee's actual working hours. You shall be required to work on a project other than your existing project. You must agree to an additional 4 hours a day for at least 2 months with a 1.5X formula. The overtime can be prolonged depending upon the employee's consent obviously because of project needs.

## 2.3 Work from Home Policy:

- (a) You will be allowed to work from home subject to a PM or PM + approval.
- (b) We allow 18 works from homes for SSE or SSE+ and 12 per year for the rest and the preapproval from the lead is a must. We may also approve additional based on the extraordinary circumstances.
- (c) You must have an internet connection of 12Mb or more, and you have a noiseless

place to sit and concentrate on meetings without background noises. At the same time, you must have proper backup for power load shedding. A good way of judging whether you have the correct internet connection or not is by Zoom video call.

- (d) You must pre-communicate working time. It doesn't matter whether you work in 2 chunks during the day as normal or more but the timings of those chunks have to be shared across your team slack group. You may say "I am working from home approved by @Mr.Xyz and my work timings will be 11:00 Am-3:00 Pm and then 7:00 Pm-11:00 Pm"
- (e) You must remain online and responsive on Slack and should be available for Zoom video calls immediately on request. Please be on your computer and make sure to guide your team members if they need it.

Please note that work-from-home is a facility so we expect you not to misuse it. If your lead is not satisfied with your performance on that day, he may turn your unpaid weekend on. We do NOT suggest fresh graduates having <1 year of experience not to work from home since they are dependent on others. We typically do not approve the work from home for the fresh graduates having less than 6 months of experience.

## 3. Payroll:

- (a) Please note that your payroll is extremely confidential. At any point, for any reason whatsoever, never share with anyone except your direct family members.
- (b) Also, if you have any deviation from a standard payroll such as any promised bonus, project share, loan return, less than 30 days of working month, more than 30 days of month, please drop an email to <a href="mailto:finance@codingcops.com">finance@codingcops.com</a>. The subject of the email should be "Payroll [Month]". The format should be:

Total, Gross Salary, Bonus, Loan Returned Remaining Loan, Deductions, Additional Days /Weekends, Public Holiday

- (c) Please follow the correct format of Bonus email, if you are not writing which threads you are claiming the bonus for, we may end up handling that the next month since we can't delay the finances of a month based on some confusions.
- (d) If you require a salary slip, please email at <a href="mailto:finance@codingcops.com">finance@codingcops.com</a> and the request will be processed within 2 weeks. Please also add the reason there as well.
- (e) For confidentiality reasons, please use your official emails on personal smartphones only. Don't use your official email address on an official laptop since anybody can use that for the project purposes.
- (f) As per the law we submit your taxes to the appropriate government body. We will abide by the laws of the country for taxation purposes. The deduction may slightly vary from month to month but should match your income threshold on a yearly basis.
  - (g) It's your responsibility to file your taxes and to be aware of the policies

#### 3.1 Bonuses:

Shared in a separate document for confidentiality reasons.

Bonuses are considered as a gift from the company, we are liable to pay your payroll but not bonuses unless it's a promised bonus. It's a good gesture from the company and not a liability. Policies vary based on seniority and commitment to the company. New comers are not entitled to bonuses for the 1st year of their service. At any point if you decide to leave the company, we are not entitled to give you any bonus other than the promised thread bonuses or extra workday bonuses. We don't intend to keep your bonuses; however, we want to distribute the bonuses to existing family members only.

## 4. Remuneration & Expenses:

- (a) Your gross salary at the commencement of employment will be Pak Rupees (Rs) \*\*\*\*/- (Rupees) per month as discussed in the conversation (Taxes will be applied as per the rules of the government of Pakistan) subject to yearly increments.
- (b) Your Salary will be paid monthly in arrears through direct deposit to your account opened at the request of the Employer or through a named cheque. The company will be liable to pay your salary by the 5th of every month.

#### 4.1 Dinner Policy:

If you work more than 10 working hours on a certain day then you will be reimbursed for one meal per day at the rate of 750Rs. You must spend more than 10 working hours which are normally 8 hours on a certain day such that it doesn't affect your hours the next day/week. The 10 working hours should be counted from the beginning of the work day excluding your entertainment time. If your work day starts at 12 am and ends at 9 pm and you spend at least 2 extra working hours after that, then you will be reimbursed for one meal that day.

You must keep your receipt and submit it to HR for reimbursement up to the allowable amount. We will only approve one bill and it has to be approved by your PM or +.

## 4.2 Expenses:

You will be reimbursed for all pre-approved expenses properly incurred by you in the performance of your duties provided they are proved by adequate documentary evidence and are undertaken. They could be any mobile call expenses, official travel, or other.

#### 4.3 Deductions:

The Employer reserves the right in its absolute discretion, to deduct from your Salary any sums which you may owe the Employer including, without limitation, any overpayments or

advances made to you by the Employer or losses suffered by the Employer as a result of your negligence. Please note that as per company policy please keep company belongings such as laptops or any other hardware assigned to you in office. In case, if you decide to take it home without prior approval, you will be responsible for any kind of theft or loss/damage to the company assets and it will be liable to pay for that.

# 5. Employee Benefits

- (a) Lunch facility
- (b) Car/bike facility
- (c) Medical insurance
- (d) Monthly team and event fund
- (e) Gym allowance
- (f) Annual company sponsored trip.
- (g) Extra working day allowance
- (h) Dual compensation in case of late sittings
- (i) Basic and extraordinary loans (without interest)
- (j) Referral and performance bonuses
- (k) Client communication incentives and bonuses
- (l) Workplace perks such as recreation activities, gaming (PS4, PS5), food, tea/coffee, table tennis, foosball.
- (m) Personal skill development courses

# 6. Loan policy:

You can take the loan whenever you want under certain conditions and rules. All loans are interest free loans; yes, ZERO interest and all engineers can take it. You cannot take recurring loans, only one full loan per year and have to apply to the second one after a gap of 1 month atleast.

For example: Your salary was X and you applied for Full basic loan of 2X loan on 1st June 2019. You returned it on the 1st of October 2019. You can only get a new one after the 1st of February. Previous Loan date + 6 months + 1 month gap

#### 6.1 Categories of Loan:

There are two kinds of loans that we provide. Basic company loans and extraordinary loans. A basic loan is for everyone who is on a full-time job and is not in the probation period. As a rule of thumb, anyone can apply for a loan after 3 months of joining. The basic loan policy is described here. The amount is 2X of your basic salary.

What you cannot do: All the basic loans have to be returned after 6 months of taking the loan. You cannot leave your job while you are on loan. If you are applying for other jobs, it also means that you are trying to break the policies/bond. You cannot travel out of the country without approval from the company and you will have to sign a bond for the conditions for that duration.

You will also be requested to submit a cross cheque of the same amount and will attach that with the legal documents. The company may not ask for any documentation if the loan amount is smaller than a certain amount.

#### 6.2 Process:

The process is sending an email to me at finance@CodingCops.com, do not CC it to anyone else and I will try to get your loan processed within a month or two after doing a full documentation and discussing and reviewing your case with the board of governors. Please note that NO loan can be approved without the joint consensus of the board. Loans can be approved or disapproved based on reasons the company may not want to disclose.

#### 6.3 Criteria:

(a) Approval and disapproval totally vary from case to case and person to person. Priorities are Family / Medical emergency, education or skill improvement, seniority within the company, performance and frequency of previous loans. For example, if a person has been taking a loan throughout the year and another person has just applied for a loan then later will be preferred.

## Good and Bad examples:

We do not approve loans for your investments and giving loans to other friends OR anything that is non-Islamic (taking interest) OR anything that is not related to you directly. For example, if you want to buy some of your cousin a bike that is something not related to you and won't improve your quality of life so we won't approve the loan for that. The purpose is to improve your quality of life and to make you achieve your wishes.

#### **Good examples:**

- I want to enjoy my vacation in Turkey after 6 months, please approve my loan and vacation
- I want to buy table tennis for my entertainment.
- I want to buy a new MacBook for my personal use
- I want to buy a bike for my personal use.
- I want to start a small business that won't hurt the company's rules like opening a flower shop, running a tuition center, etc.
- I want to buy a new mobile for my mother's birthday.
- I want to buy a car and get short of money.
- Rejected/Bad examples:
- I want to invest in stocks.
- I want to give a loan to my cousin or friend.
- I want to build a property by taking out a loan.
- I want to keep money in my bank account.
- c) The company reserves the rights to approve and disapproving loans with or without any explanation. Please don't ask for the reason for the rejection. Under extraordinary circumstances, the company may ask you to return the loan as well.

## **6.4** Extraordinary loan:

Approval or Rejection of extraordinary loans depends upon the case and need. We only approve these loans for very senior members typically having 5 years or plus with the company. In some cases, for some members, it can be approved on the basis of extraordinary circumstances.

# 7. Workplace Rules:

## 7.1 Equal Employment Opportunity:

- (a) It is the company's policy to provide equal employment opportunities for all the family members. The employer does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, physical disability, mental disability, medical condition or marital status.
- (b) This nondiscrimination policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfers, and social and recreational programs. It is the responsibility of every family member to conscientiously follow this policy.

## 7.2 Open-Door Policy:

- (a) The employer has an Open-Door Policy that encourages member's participation in decisions affecting them and their daily professional responsibilities. Members who have job-related concerns or complaints are encouraged to talk them over with their supervisor or any other management representative with whom they feel comfortable. The employer believes that the member's concerns are best addressed through this type of informal and open communication.
- (b) The employer cannot guarantee that in each instance the employee will be satisfied with the result, however the company shall attempt in each instance to explain the result to the employee if the employee is not satisfied. The employer will also attempt to keep all such expressions of concern, the results of its investigation and the terms of the resolution confidential. However, in the course of investigating and resolving the matter, some dissemination of information to others may be appropriate.

## 7.3 Safeguarding CodingCops Information and Property:

- (a) In the course of your work, you will have access to information about the company's operations. Some of this is legally, medically, or personally privileged and/or confidential. Discretion and the maintenance of confidentiality are expected of all employees.
  - (b) You are asked to be careful to turn out the lights. Equipment breakdowns should

be reported to your supervisor. Members are not to remove equipment, office supplies, or other CodingCops property from the office without proper authorization. All lost, stolen, or missing items should be reported to the Administration. Please note that outside the premises of your office area, if you take any of the company's belongings such as laptops, test devices like iPads, cameras on anything, you yourself will be responsible for any mishap such as laptop snatching, theft, or any other kind of damage.

#### 7.4 **Email:**

- (a) You will be given a CodingCops email address during the first couple of weeks of your employment by the respective department. You will be asked to provide two choices for your desired username. Your second choice for username will be used if the 1st choice is not available.
- (b) Most people at CodingCops choose their first name as their username, but you may choose other alternatives, such as last name, first initial plus last name, or first initial plus last initial. Usernames can only be alphanumeric (i.e., cannot include any special characters) and are case-insensitive.
- (c) All employees also get an email alias of firstname.lastname@CodingCops.com. In cases where two employees have the same first and last name, the employee to join later will be assigned an email address of the form: firstname.lastname@CodingCops.com

## 7.5 Personal hygiene:

All members are expected to maintain a professional, neat, and clean appearance at all times. For meetings with customers men should wear dress shirts, trousers, and shoes. Please note that personal hygiene is one of the most important things in CodingCops.

Please make sure to have clean clothes, socks, and other items. Please make sure to brush your teeth, keep your nails clean, and use perfume/deodorant to keep the body odor away and it will make it easy for other people to work with you and vice versa.

# 7.6 Company Security:

The Company premises are physically secured 12 hours a day, 5 days a week. However, in case of any mishap, a company will only be responsible for its own assets. Safety is to be given primary importance in every aspect of planning and performing all CodingCops activities. We want to protect you against industrial injury and illness, as well as minimize the potential loss of production. Please report all injuries (no matter how slight) to your manager immediately, as well as anything that needs repair or is a safety hazard. Below are some general safety rules. Your manager or department head may post other safety procedures in your department or work area:

- 1. Do not charge laptops on UPS.
- 2. Do not download torrents on work-related connections, only use described connections for streaming and downloading personal stuff. Be ethical about using internet facilities within the premises.
- 3. Avoid overloading electrical outlets with too many machines.

- 4. Use flammable items such as cleaning fluids, air fresheners, etc. with caution.
- 5. Walk don't run.
- 6. Report to your manager if you or a coworker becomes ill or is injured.
- 7. Ask for assistance when lifting heavy objects or moving heavy furniture.
- 8. Keep cabinet doors and desk drawers closed when not in use.
- 9. Sit firmly and squarely in chairs that roll or tilt.
- 10. Do not operate/start working on any machine unless its safety and regulatory procedures and requirements have been explained (and you understand them).
- 11. Within the workstation area particular attention should be paid to the setting up of a computer's VDU (visual display unit), keyboard, and chair. At a time when there is increasing concern over repetitive strain injury and work-related upper limb disorders, basic steps should be taken:
  - a. The chair should be adjustable and set up so that the user's thighs are horizontal.
  - b. The chair should have armrests; wrists should be able to operate the keyboard from a neutral position.
  - c. Where possible try and position the VDU at a right angle to any window; always try to minimize reflections.
  - d. The VDU should be kept clean and adjusted (brightness/contrast) to suit the user's requirements.
  - e. The top of the screen should be at eye level or just below and tilted back 20 degrees.
  - f. Users should be encouraged to keep their feet flat on the floor, and their back straight. Other desktop items, such as a telephone, should be in easy reach.

#### 11. Income Tax:

You are responsible for your and all personal tax obligations, now or in the future, in Pakistan and any other jurisdiction.

## 12. End of employment contract:

- (a) Once your employment with the Employer is confirmed, employment will be terminated at 30 days of notice in writing by either party, without assigning any reason whatsoever. During the probation period, a notice period of 1 day is mandatory.
- (b) The Employer reserves the right to pay salary in lieu of notice. All clients, and source code ideas are and will remain the property of the Employer and you cannot directly or indirectly contact any client of the company even after leaving the company. Neither can you use any source code written for any client of the company in the future.
- (c) Nothing in this Contract shall prevent the Employer from terminating an Employee's employment without notice or salary in lieu of notice in appropriate circumstances, which shall include, but shall not be limited, to the following:
  - (i) If the Employee is absent without leave for more than 1 week or is habitually absent without leave.
  - (ii) If the Employee is found guilty of an act of misconduct including but not limited to, disobedience, theft, fraud, dishonesty, habitual late coming, disorderly behavior, any act of subversive of discipline causing willful deranged or loss to the

Employer's property or any other act detrimental to the Interest or reputation of the Employer.

- (iii) If the Employee is, or has been convicted of any criminal offense involving dishonesty, integrity or moral turpitude; or
  - (Iv) If the Employee reveals any confidential information outside the job Requirement, or to a competitor; or
- (v) If Employee is found doing any kind of freelancing. We do not allow any kind of freelancing. Everyone before joining has to submit and delete all the past freelancing profiles that they might be having anywhere.
- (vi) Other situations where immediate termination might be an option available to the Employer.
- (d) Upon conclusion/termination of your employment. the Employer, at its sole discretion may pay you in lieu of any unused holiday entitlement unless;
  - (i) Your employment is terminated under clause 12(c) hereinabove; or
  - (ii) You are required to repay the Employer pay received for any holiday taken in excess of your entitlement during your notice period, even if booked to be taken after and end of the notice period.
- (e) Upon termination of employment, you will return to the Employer, retaining no copies, all documents relating to the Employer's business including, but not limited to all information concerning software and source code, patents, inventions, trade secrets, copyrightable works, techniques, approaches, processes, know-how, designs, models, drawings, diagrams, blueprints, correspondence, engineering, methods, formulas, discoveries, improvements, research, development, experiments, test results, specifications, statistics, reports, manuals, data, products, programs, services, plans, forecasts, marketing, financials, identity and information relating to customers, suppliers, or employees, pricing, budgets, projections or related information concerning past, present, anticipated, or future business activities of the Employer and all other materials and all copies of such materials, obtained by you during the course of employment.
- (f) As per policy, the experience letter will be sent to you via mail within 2 weeks of your last day.

## 13. Termination:

The Employer is not entitled to give any notice period for termination in case of breaking company rules including freelancing, harassing or abusing any colleagues, any misconduct, disclosure of payroll or any financial data.

#### 14. Confidentiality/Duty of Confidence:

#### 14.1 Confidential Information:

"Confidential Information" as used in this Contract, shall mean all confidential and/or proprietary information of the Employer, including but not limited to any and all information concerning software and source code, patents, inventions, trade secrets, copyrightable works,

techniques, approaches, processes, know-how, designs, models, drawings, engineering, methods, formulas, discoveries, improvements, research, development, experiments, test results, specifications, statistics, data, products, programs, services, plans, forecasts, marketing, financials, identity and information relating to customers, suppliers, or employees, pricing, budgets, projections or related information concerning past, present, anticipated, or future business activities of the Employer.

## 14.2 Confidentiality/Non-Disclosure Obligations:

- (a) You shall not during or after your employment disseminate or disclose in any manner whatsoever to any third party any Confidential Information, and hold the same in strict confidence, unless otherwise expressly authorized to do so by the Employer in writing executed by a duly authorized representative of the same. You will not possess or use any Confidential Information except to the extent necessary to evaluate contemplated the possibility of entering into further discussions or a business relationship with the Employer; and you will not reverse engineer or otherwise attempt to derive the composition or underlying information, structure, or ideas of any Confidential Information. You will give prompt written notice to the Employer of any unauthorized disclosure whether intentional or otherwise of Confidential Information by yourself and any third party including but not limited to the employees of the Employer of which you become aware of.
- (b) You shall hold the Confidential Information or proprietary information or trade secrets of the Employer in trust and confidence and shall use the same only for the contemplated purposes which from time to time be intimated to you in the form of instructions with an aim to carry out your job most efficiently.

## 14.3 Duty of Confidence post termination:

The confidentiality provisions of this Contract as contained in clause 14 and sub-clauses therein hereinabove shall remain in full force and effect during and after the termination of this Contract.

# 14.4 Liability for breach of non-Disclosure:

In the event of both a deliberate and non-deliberate non-compliance or default on your part in the future and after the execution of this Contract, of any of the express or implied terms contained in clause 14 and sub-clauses thereof as hereinabove, You shall be liable to pay an amount equal to the damage caused to the company as liquidated damages to the Employer. The said quantified liquidated damages are restricted to the operation of clause 14 and sub-clauses thereof as hereinabove, whereas in the event of any non-compliance or default of the remaining terms and conditions of this Contract the Employer shall retain the right to proceed against you before a Court of law for appropriate legal proceedings to recover the damages and compensation in respect thereof without further reference to you.

#### 15. Competitive Interests Prohibition:

(a) You warrant, undertake and agree that during your employment you will not have any interest in, either directly or indirectly, any business or company and any other natural or

juristic concern which competes directly or indirectly with any business carried on by the Employer.

- (b) You must devote the whole of your time, attention and abilities to your duties during your hours of work for the Employer to your duties. You may not under any circumstances, whether directly or indirectly, undertake any other employment or engage in any other business or venture of whatever kind during your employment with the Employer, without the express written consent of the Employer. Such consent shall be entirely at the discretion of the Employer.
- (c) Recognizing that the various items of Information are special and unique assets of the Employer that need to be protected from disclosure, and in consideration of the disclosure of the Information, You shall not for a period of (06) six months following the termination of this Contract, whether such termination is voluntary or involuntary, directly or indirectly engage in any business in competition with the Employer's current business. Directly or indirectly engage in any business in competition with the Employer includes, but is not limited to,
  - (i) Engaging in a business as an owner, partner, or agent,
  - (ii) Becoming an employee of any third party that is engaged in such business, or
    - (iii) Becoming interested directly or indirectly in any such business, or
  - (iv) Soliciting any client/customer of the Employer for the benefit of a third party that is engaged in such business.
- (d) You shall not during the course of your employment directly or indirectly contact or solicit any client/customer of the Employer for any purpose whatsoever, especially to obtain any benefit for yourself or for a third party that is engaged in such business.

#### 16. Ownership of Intellectual Property:

- (a) All Confidential Information as per clause 14.1 hereinabove, and any derivatives thereof, including without limitation any copyright, patent, trade-secret, or other intellectual-property or proprietary rights therein, will remain the property of the Employer. Nothing in this Contract constitutes a license or grant of any rights in or to any Confidential Information to you, except as expressly stated herein. Upon the earlier termination of this Contract or the Employer's request, you will promptly return all Confidential Information in your possession, custody, or control, together with any copies thereof.
- (b) You shall not promote, advertise, publicize or release any products or services or websites constructed and based on the Confidential Information.
- (c) You shall not during the term of this Contract nor at any subsequent time, challenge or otherwise claim any adverse rights with regard to or in relation to the Confidential Information or any other intellectual property rights of the Employer whether available to the Employer at the time of execution of this Contract or acquired by it through you and/or other employees at any subsequent stage.
- (d) You shall not during the term of this Contract contest the validity or ownership of the Confidential Information or any other intellectual property rights of the Employer whether available to the Employer at the time of execution of this Contract or acquired by it through you and/or other employees at any subsequent stage.
- (e) In case, during the term of this Contract any third party challenges, puts forth any adverse claim, title or otherwise infringes the Confidential Information or any other intellectual property rights whether available to the Employer at the time of execution of this Contract or

acquired by it through you and/or other employees at any subsequent stage you will immediately inform the Employer about such infringement and help and assist the Employer in enforcing, defending and protecting its intellectual property rights.

#### 17. Disclosure of Past Interests:

- (a) You are required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of the Employer.
- (b) You are also strictly not allowed to use for the business operations of the Employer any information concerning software and source code patents, inventions, trade secrets, copyrightable works, techniques, approaches, processes, know-how, designs, models, drawings, engineering, methods, formulas, discoveries, improvements, research, development, experiments, test results, specifications, statistics, data, products, programs, services, plans, forecasts, marketing, financials, identity and information relating to customers, suppliers, or employees, pricing, budgets, projections or related information concerning past, present, anticipated, or future business activities of any organization that you have remained in employment in the past or not.
- (c) Any such use of the information as stated in clause 14(b) as hereinabove, by you, shall not be allowed without the advance written approval of the Employer which shall ensure that no intellectual property of any other concern where you have been employed in the past or otherwise is not used in completion of the operations and business of the Employer.

#### 18. Indemnification:

In view of clause 14 and the sub-clauses thereof as hereinabove if in the event, an alleged claim or proceedings are initiated by a third party, concern or organization against the Employer for violation of intellectual property rights belonging to that third party, concern or organization on the basis that the same have been violated or infringed by you jointly or severally with some other person during the course of your employment at the Employer, you shall be solely, exclusively and severally liable for such act, if proven.

#### 19. Calendar:

All references to dates and time shall be construed in accordance with the Gregorian calendar.

#### 20. Positive Work Environment:

In order that the Employer may maintain a positive work environment for all employees, you are required not to engage in, permit or assist any fellow employee to engage in any sexual or other harassment or unlawful discrimination against any person (whether or not employed by the Employer) in the course of your or their employment by the Employer.

## 21. Governing Law:

This Contract shall be governed by and construed in accordance with the laws of Pakistan.

## 22. Amendment to Contract:

(a) The Employer reserves the right to make amendments to this Contract, subject

to reasonable discussion, where such amendments are necessary due to issues beyond the Employer's control, such as, but not limited to, changes in Law or jurisdiction, etc.

(b) This Contract sets forth the entire understanding between you and the company and supersedes any and all prior agreements and understandings. Written or oral, pertaining to the terms of service and may not be orally changed, modified or renewed.

#### 23. Cleanliness:

Personal hygiene is very important to a productive environment. Please make sure to take care of personal cleanliness as well as environmental. It involves clean clothes, teeth, nails, shoes and other body parts as well as clean speech. Taking care of your desk cleanliness, laptop cleanliness is also your moral responsibility.

## 24. Waiver:

Any waiver of any breach or covenant of this Contract must be in a writing executed by a duly authorized representative of the parties waiving the breach. A waiver by any of the parties of a breach or covenant of this Contract shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

## 25. Acceptance:

- (a) Your employment is contingent upon your acknowledgment and agreement to comply with all the terms stated hereinabove.
- (b) By accepting this offer you also certify that all information (i.e. education, experience, etc.) provided to us is true and accurate. Any false information will render this Contract violable and the Employer may terminate your employment without any notice of compensation. Your signature herein will constitute full acceptance of the terms and conditions set forth above.
- (c) If you are in agreement with the acceptance of this offer please sign below and return the duplicate copy of this letter within 15 days of the receipt of the same for our record.

Yours sincerely,

I hereby accept all terms and conditions of the Contract as stated hereinabove and confirm that all information provided by me to the Employer is true and accurate.