

COMPANY POLICIES

1. Introduction of policies

This employee handbook is a summary of policies, procedures and practices related to Immence.

2. Statement of philosophy

The Immence wishes to maintain a work environment that fosters personal and professional growth for all employees. Maintaining such an environment is the responsibility of every staff person.

It is the responsibility of all staff to:

- 2.1.** Foster cooperation and communication among each other
- 2.2.** Treat each other in a fair manner, with dignity and respect
- 2.3.** Promote harmony and teamwork in all relationships
- 2.4.** Strive for mutual understanding of standards for performance expectations, and communicate routinely to reinforce that understanding
- 2.5.** Seek to avoid workplace conflict, and if it occurs, respond fairly and quickly to provide the means to resolve it
- 2.6.** Administer all policies equitably and fairly, recognizing that jobs are different but each is important; that individual performance should be recognized and measured against predetermined standards; and that each employee has the right to fair treatment.

3. Employment at Immence

3.1. Employment equity

Immence is an equal opportunity employer and employs personnel without regard to race, ancestry, place of origin, color, ethnic origin, language, citizenship, creed, religion, gender, sexual orientation, age, marital status, physical and/or mental handicap or financial ability while remaining alert and sensitive to the issue of fair and equitable treatment for all.

3.2. Orientation

All new employees to Immence shall receive an orientation session which will encompass an overview of general policies, procedures and operations. This will also provide employees, new to either a position or Immence, an opportunity to learn the performance expectations management has with regard to the position in question. Employee handbook will be available at Immence HR portal and will be expected to learn its contents. They will also make aware of policies such as, code of ethics, and asked to sign off on their adherence to same.

3.3. Employee classifications

Each position at Immence shall be classified as either administrative or management in nature, as determined by the executive director. This decision will be based on the duties assigned and qualifications required for each position.

3.4. Employee duties and responsibilities

- 3.4.1. You will be starting at the company at the designated position as per the offer letter. However, you will be expected to perform the duties and responsibilities of the roles that will be assigned to you time to time by the company.
- 3.4.2. You will be expected to display high levels of initiative and efficiency in your work. You are also expected to perform your duties and responsibilities meticulously and to the best of your capabilities and to the satisfaction of the company. You are expected to show this

level of commitment for tasks that are part of your job profile and also any other task that you would be reasonably expected to perform during your employment with the company.

3.4.3. It is your responsibility to ensure quality output in all activities that you engage in either directly as an individual or as a team member/leader. As a full time, employee, you shall devote your time and capabilities for the discharge of your duties and responsibilities. You also agree to not engage in commercial activities that could conflict with your time and availability for delivering your responsibilities with the company during your employment with the company. You are however free to engage in not-for-profit activities while you are not under official duty and outside of your office hours.

3.5. CTC - allowances, taxes

The CTC agreed upon by this contract will be inclusive of your allowances, taxes and any associated components.

4. Probation

The first six (6) months of employment are probationary. During this time both parties may assess suitability for employment with the employer. This also provides management an opportunity to assess skill levels and address areas of potential concern. During this probationary period, employment may be terminated by either party for any reason whatsoever, with or without cause, and without notice or payment in lieu of notice.

5. Tax

You will bear the implications of the tax liabilities owed to the government and local authorities by you through this employment.

6. Salary

Your salary details must be confidential to you that cannot be disclosed with other Immence employees. Currently, payday occurs first week of every month.

Salary will be calculated based on total days in a month. Total days means days in a particular month including week offs, holidays, leaves.

7. Performance appraisals

The review assessment sheet will be filled by team leader of respective department.

At the time of the performance appraisal, the employer and employee will review the assessment sheet and the results achieved. Throughout the year, the employee and employer may refer to this document to track progress made toward objectives, highlight areas of concern and indicate challenges identified along the way.

Performance reviews, for all employees, will occur near the end of July, and annually thereafter. Employees should prepare for this meeting by preparing a draft workplan for the coming year. This meeting is to review successes and challenges from the preceding year, and to establish the objectives for the coming year. This would also be the opportunity for either party to identify and recommend professional development opportunities which may assist the employee in their day-to-day work or to grow within the organization.

8. Professionalism

When representing Immence, staff should dress and behave appropriately. Employees should choose to dress in a manner which presents a professional image to the public and is respectful of

others. Excessive use of profanity is neither professional nor respectful to co-workers and will not be tolerated.

9. Discipline

Discipline at Immence shall be progressive, depending on the nature of the problem. Its purpose is to identify unsatisfactory performance and / or unacceptable behavior. The stages may be:

- 9.1. Verbal reprimand
- 9.2. Written reprimand
- 9.3. Dismissal

Some circumstances may be serious enough that all three steps are not used. Some examples of these types of situations are theft, assault or willful neglect of duty. In all cases, documentation should be included in the employee's personnel file.

10. Cell phone at work

We recognize that cell phones (and smart phones especially) have become an integral part of everyday life. They may be a great asset if used correctly (for productivity apps, calendars, business calls etc.)

But cell phones may also cause problems when used imprudently or excessively.

- 10.1. Immence employees are directed to utilize their personal or company-supplied cellular phones for business purposes only during regular business hours.
- 10.2. Cellular phones are a distraction in the workplace. To ensure the effectiveness of work, employees are asked to leave cell phones at their bag/pocket. In the event of an emergency or anticipated emergency that requires immediate attention, the cell phone may be carried on silent or vibrate mode.
- 10.3. Excessive personal calls during the work day, regardless of the phone used, can interfere with employee productivity and be distracting to others.
- 10.4. Immence strictly prohibits the use of cellular phones or similar devices while at any work site at which the operation of such device would be a distraction to the user and/or could create an unsafe work environment.
- 10.5. Immence employees are strictly prohibited from using any cellular phone or similar device as an unauthorized media storage device for the storage or transportation of Immence business information.

11. Departure

11.1. Termination for cause

An employment may be terminated by the employer at any time for cause, without notice or payment in lieu of notice. Cause includes, but is not limited to, any act of dishonesty, conflict of interest, breach of confidentiality, harassment, insubordination, or careless, negligent or documented poor work performance.

11.2. Employer property

Upon termination of employment for any reason, all items of any kind created or used pursuant to the employee's service or furnished by the employer including but not limited to computers, reports, files, manuals, confidential information, or other materials shall remain and be considered the exclusive property of the employer at all times, and shall be surrendered to the HR department, in good condition, promptly and without being requested to do so.

If any asset damaged by an employee than it would be recovered from last working month of salary calculation at a time of full and final settlement. The damaged cost will be calculated based on vendor charges.

12. Confidential information and intellectual property

12.1. Confidential information

From time to time, employees of Immence may come into contact with confidential information, including but not limited to information about Immence members, suppliers, finances and business plans. Employees are required to keep any such matters that may be disclosed to them or learned by them confidential.

Furthermore, any such confidential information, obtained through employment with Immence, must not be used by an employee for personal gain or to further an outside enterprise.

12.2. Intellectual property

Any intellectual property, such as trademarks, copyrights and patents, and any work created by an employee in the course of employment at Immence shall be the property of Immence and the employee is deemed to have waived all rights in favor of Immence. Work, for the purpose of this policy refers to written, creative or media work. All source material used in presentation or written documents must be acknowledged.

12.3. IT Information storage and security

Any storage devices (CD's, USBs, and floppy discs) used by employees at Immence, located at Immence address, acknowledge that these devices and their contents are the property of Immence. Furthermore, it should be understood by employees, that company equipment should be used for company business only during normal working hours. Downloading of personal materials on company equipment can be harmful to said equipment and should not be done.

13. Health and safety

Immence, along with its employees, must take reasonable precautions to ensure that the workplace is safe. The organization complies with all requirements for creating a healthy and safe workplace.

Employees who have health and safety concerns or identify potential hazards should contact the HR department.

14. Tobacco and smoking policy

Company policy prohibits tobacco chewing/ smoking in all indoor areas or public places and places of employment.

Violations of these rules may be punishable in terms of fine. In addition, the violator may be subject to disciplinary action by the company.

15. Harassment

Immence wants to provide a harassment-free environment for its employees and volunteers. Mutual respect, along with cooperation and understanding, must be the basis of interaction between members and staff. Immence will neither tolerate nor condone behavior that is likely to undermine

the dignity or self-esteem of an individual, or create an intimidating, hostile or offensive environment.

There are several forms of harassment but all can be defined as any unwelcome action by any person, whether verbal or physical, on a single or repeated basis, which humiliates insults or degrades. "unwelcome", for the purposes of this policy, refers to any action which the harasser knows or ought to reasonably know is not desired by the victim of the harassment.

Specifically, racial harassment is defined as any unwelcome comments, racist statements, slurs, jokes, graffiti or literature or pictures and posters which may intentionally or unintentionally offend another person.

Sexual harassment is any unwanted attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands.

16. Workspace violence

Workplace violence can be defined as a threat or an act of aggression resulting in physical or psychological damage, pain or injury to a worker, which arises during the course of work. Further to the definition of violence, is the definition of abuse. Abuse can be verbal, psychological or sexual in nature.

Verbal abuse is the use of unwelcome, embarrassing, offensive, threatening or degrading comments. Psychological abuse is an act which provokes fear or diminishes a person's dignity or self-esteem. Finally, sexual abuse is any unwelcome verbal or physical advance or sexually explicit statement.

Immence has a zero-tolerance limit with regards to harassment and violence. Employees or volunteers engaging in either harassing or violent activities will be subject to discipline, which may include termination of employment, removal from boards or committees and possibly criminal charges.

17. Dispute Resolution

Regrettably, conflict can occur in any working environment. In an effort to resolve conflict in an expedient, yet fair manner, Immence recommends the following process for conflict or dispute resolution:

17.1. Speak to the person you are having the dispute with. Many times, disputes arise due to misunderstandings and miscommunications.

17.2. If speaking to the individual does not work, speak to hr. The HR will arrange a meeting between those involved in the dispute, to determine a resolution.

18. Medical

Company may decide to terminate your employment based on valid medical advice that you have become physically/mentally incapacitated to such an extent that you are unable to deliver the responsibilities entrusted to you.

19. Intellectual Property Rights

The company will retain ownership of all intellectual properties generated during the course of your employment as part of your duties or associated responsibilities. All intellectual property rights on

all 'works' (as per copyright act, 1957 and subsequent amendments) generated or modified by you individually or as part of a team during the course of your employment and as part of your employment will be wholly vested in the company. By this contract you have also undertaken to sign any associated documents to further confirm the above ownership. Unless permitted by an explicit agreement you are also bound to keep such matters confidential and shall use such 'work for the sole benefit of the company as required by your employment.

20. Non-solicitation

During your employment with Immence and for a year thereafter you shall not solicit any employee of the company to leave their employment in order to join another company or provide services to another company/person/entity which is not affiliated to Immence. You shall also not directly or indirectly on behalf of another person or entity solicit or entice any customers or potential customers away from the company.

21. Non-disclosure

You agree to sign and be bound by the terms of the non-disclosure, non- solicitation and non-competition agreement required to be signed by you during the term of your employment with the company and at all times thereafter. You also hereby agree to comply with the terms of any policies of the company relating to the protection of confidential information from time to time. You are also required to strictly maintain as confidential and not divulge or communicate in any manner, any information regarding your remuneration / terms of employment to any other employee of the company except your immediate superior. Any disclosure of confidential information will be considered a serious misconduct and breach of the terms of your employment.

22. Non-compete

By joining this company in the designated position, you hereby agree to not engage in any competing activity or business during the course of your employment and thereafter for a period of 2 years after the termination of your employment with the company. This does not however prevent the employee from seeking employment in other IT companies after termination of employment with Immence.

23. Training

The company may select and offer training for employees at the company location or outside at its own discretion. You will be required to attend these trainings and assignments.

24. Personal information

It is the responsibility of the employee to keep their personal contact information up to date with company and also to notify duly any changes thereof. Additionally, you will also be required to update the company of changes in your civil or marital status.

25. Termination

On termination of your employment with the company irrespective of the circumstances, you are bound to return to the company:

- 25.1.** Any material items belonging to the company per inventory, and all non- material items in your possession including but not limited to intellectual property (documentation, software, email correspondence) and any other information required for the continued execution of the duties of your role (login credentials, business contact information, etc.).
- 25.2.** Any physical company documents that you may have in your possession
- 25.3.** Any other company assets within your control like laptop, laptop charger, laptop bag, pen drive, etc.

You are also bound to repay any and all outstanding debts or loans due to the company and the company is hereby authorized to deduct from any payments due to the employee the amount due to the company.

You will also be bound by any previous confidentiality, non-disclosure or non-compete agreements that you had signed as part of your employment until the individual termination of such contracts.

26. Other rules and regulations

During employment you are subject to rules and regulations and policies of the company has made applicable by the company and revised at the company's discretion from time to time, irrespective of whether such details are individually notified to you. You are requested to keep yourself up-to-date with such information from the company intranet/company manual. You will also be liable to face action from the company if you are found in violation of these.

27. Warranty

You represent and warrant to the company that the terms and conditions of your employment are legal, valid and binding upon you and acceptance of the same by you and the performance of your obligations pursuant to your employment by the company does not and will not constitute a breach of, or conflict with the terms or provisions of, any agreement or understanding to which you are a party (including, without limitation, any other employment agreements).

28. Amendments

The company, at its discretion, may alter, replace or annul any of the above, should circumstances so warrant either as a result of statute or otherwise. All changes will duly be updated on the company intranet and will be duly notified to the employees through proper channels.