



PRIVATE & CONFIDENTIAL

HR REF: HR/AL/PP/2021/516

6 May 2021

Mr. G H M D D Lakshan Type your text
174/G,
Sri sarana thissa Mawatha,
Kahathuduwa,
Polgasowita

Dear Mr. Lakshan,

POST OF SOFTWARE ENGINEER

We take pleasure in offering you the appointment as a **Software Engineer** of Zone24x7 Pvt Ltd. No. 460, Nawala Road, Koswatte (hereinafter referred to as "the Company"), subject to the following terms and conditions.

1. DESIGNATION

You will be designated as a **Software Engineer**.

2. COMMENCEMENT OF EMPLOYMENT

Subject to your acceptance of all terms and conditions herewith, your employment will commence on **16th June 2021** or on a date mutually agreed by you and the Company.

3. SALARY

You will be paid an all-inclusive monthly salary of **LKR 135,000/-** together with fixed transport allowance of **LKR 15,000/-**.

You may be required to nominate a bank account for such purpose.

Your performance will be reviewed annually and based on performance; a salary increase may be awarded at the discretion of the Company. We would like to stress that your salary of the Company is personal to you and it should not be discussed with or disclosed to anyone else.

4. PROBATION

You will be on probation for a period of six (6) months of employment and you will be confirmed in your employment if your work, attitude and conduct are considered satisfactory by the management.

However, If, during or at the end of your initial six (6) month probationary period, your work, attitude or conduct is found to be unsatisfactory, your period of probation may be extended by





an additional three (3) months or your employment may be terminated without giving notice or assigning reasons and without any liabilities to the Company, at the discretion of the Company.

Confirmation of employment will be in writing and you will remain a probationer unless confirmed in writing. There will be no automatic confirmation of your employment at the end of your probationary period.

5. E.P.F. and E.T.F.

Contributions shall be made to the Employees Provident Fund and the Employees Trust Fund, based on the provisions provided by the Act. Your contribution towards the Employee Provident Fund shall be deducted from your salary each month. The Company shall contribute to the relevant fund as per the stipulations made in the Act.

6. DUTIES AND RESPONSIBILITIES

Your duties and responsibilities at the Company will include, but are not limited to, functions directly related and/or incidental or ancillary to your functions as a **Software Engineer**.

7. TRAVEL EXPENSES

You will be reimbursed for expenses which you incur during local and international business travel. All expenses must be approved in advance by the management.

8. MEDICAL AND PERSONAL ACCIDENTAL INSURANCE COVERAGE

Upon joining the Company, you will become eligible for a medical insurance coverage, claimable after a period of one (1) month upon joining.

9. WORKING HOURS

The Company operates from Monday to Friday (5 days per week) and working hours are from 0900 – 1800 with +/- 1 hour. However, Company expect you to cover minimum of 45 hours per week.

Although the Company has core business hours for the convenience of clients and other affiliates, employees should be prepared to do the necessary to meet the demands of our clients and exceed their expectations. Zone business model requires Zone Members to be flexible, open and willing to accommodate global collaboration outside of the core business hours.

10. TRAINING

You may be subjected to a training period in Sri Lanka or in the United States if it is considered necessary by the Company and in the event of such training being provided to you, the Company reserves the right to impose a bond to ensure you serving the Company for a minimum period to be stipulated after such training. The Company/Associate firm will in such case also stipulate a penalty and/or damages to which you will be also liable in the event of you failing to honor such bond.





11. LOYALTY, HONESTY AND DECORUM

- a. You will be required to work with loyalty and diligence and to faithfully discharge the duties/functions assigned to you and to carry out the policies of the management of this Company.
- b. You are required to serve and promote the interests of the Company to the utmost of your skill and abilities.
- c. You are required at all times during the continuance of your employment and for a period of three (3) years thereafter, not to canvas or solicit personally or through others or by letter, advertisements or otherwise, any of the customers, clients, affiliates, employees or principals of the Company, whether foreign or local, with whom you may have had any dealings with, on behalf of the Company in the course of your employment.
- d. You are required at all times during the continuance of your employment and thereafter, not to use for yourself or for others, any information concerning the business affairs and customers of the Company, which you may have acquired in the course of your employment.
- e. You are required not to accept any profit or commission from any business or contract or person in which the Company has an interest in or dealing with, unless prior written permission by the Company is obtained.
- f. You are required not to divulge any knowledge or information concerning the affairs, transactions or interests of the Company to any person unless prior permission of the Company is obtained.
- g. You are required to use with care, any property whatsoever of the Company or in which the Company has an interest in, which you are entrusted, and to ensure that such property is not used by any persons not authorized.
- h. You are required to promptly notify the Company in the event of any injury or damage to any property the Company has an interest in.
- i. You are required to familiarize and adhere to other general conduct procedures in the Company at all times, specified in the employee handbook that will be provided to you in due course.
- j. You are required to promptly notify the Company of any change in your residence or your civil status or any other relevant particulars.

12. CONFIDENTIALITY

You will be required to sign an Employee Confidentiality and Non-Disclosure Agreement (NDA). In this document you will be asked to agree with the following:

- a. To hold proprietary information of the Company confidential during and after employment.
- b. That you have not brought any former Employer's proprietary information to the Company.





- c. That you will agree to assign to the Company any inventions and other intellectual property that you create through your work with the Company.

13. OTHER EMPLOYMENT

You are strictly prohibited to engage in any other gainful business and/or employment in any capacity or undertake employment in any way for or with our customers/clients or customer/client companies, firms and associations, while employed at the Company, unless you are granted prior written permission by the Company.

14. LEAVE ENTITLEMENT

- a. **Annual Leave:** For each calendar year (which means the period January to December) you are entitled to take up to 14 days annual leave. However, in your first year of employment you will not become entitled for such leave. You will become entitled for annual leave from the second year of your employment on a proportionate basis, depending on the month you joined the Company in the first calendar year. Further, you will become entitled to avail 14 days of annual leave from the third year of your employment.
- b. **Casual Leave:** Seven (7) days of paid casual leave may be taken each year for any personal exigencies. During probation period you will be entitled to half days of Casual Leave for every completed month. Once confirmed as a permanent staff member you will be entitled to proportionate leave depending on the date of confirmation.
- c. **Medical Leave:** During the period of probation you will not become entitled for such leave. However, upon confirmation of your employment you will become entitled for such leave on a proportionate basis, depending on the day of your confirmation.

Seven (7) days of paid sick leave may be taken each year for illness and if more than two (2) days of such leave are taken consecutively, a medical certificate issued by a registered Medical Practitioner must be provided to the Company to support such claim.

- d. **Maternity Leave:** A female employee is entitled to fully-paid maternity leave on a total of eighty four (84) days. Such eighty four (84) working days, would exclude all holidays and non-working days. This can be taken as fourteen (14) days pre-confinement leave and seventy (70) days post-confinement leave.
- e. Prior approval from the Company is required before any leave or absence. However, in the case of sick leave, employees are expected to inform the relevant Department Head/Manager of such leave as soon as possible.

15. DISCIPLINARY ACTION

Disciplinary actions will be carried out in accordance with the Disciplinary Management Policy and procedure of the Company.

16. SUSPENSION

The Company shall have the right to suspend you from service with or without pay, either as a disciplinary measure or pending disciplinary procedure.





17. TRANSFER AND SECONDMENT

The Company may, at its discretion, transfer you to any department, subsidiary or branches, in a similar or comparable capacity, whether such department, subsidiary or branch is or is not in existence at the time of the commencement of this contract of employment and whether or not such transfer involves a change in working hours or working days.

The Company may, with your consent, place you on secondment to work in subsidiary companies for specified period of times. In such instances your secondment terms and conditions will be agreed prior to the commencement of the secondment.

18. TERMINATION OF EMPLOYMENT

Termination of Employment can be instituted either by you or the Company by giving two (2) calendar months' notice or two (2) months' salary in lieu of notice. However, in instances of acts of misconduct on your part, which warrants termination of your services, the management reserves the right to terminate your services summarily, without notice.

Upon retirement or termination of employment for whatever cause, you are required to hand over all property including, but not limited to, documents, material related to work carried out and in-progress, records, books, identity cards, cheques, vehicles, and/or stationary which have been provided to you or are in your possession. If such property is damaged or lost, you will be required to compensate and indemnify the Company for such loss or damage.

In addition, upon termination of employment, you are prohibited, unless prior approval of the Company is obtained, from:

- a. Setting up any Software, Hardware, R&D and Technology Consulting company directly or indirectly in competition with the Company for a period of three (3) years from the date of such termination and/or
- b. Giving or rendering Software, Hardware, R&D or Consultancy services to clients of the Company in any territory the Company does business in, for a period of three (3) years from the date of such termination.

19. RETIREMENT

The retirement age of the Company is 55 years and on reaching the age 55 you shall *ipso facto* retire and ceased to be employed. There shall be no obligation on the Company to give you any notice of such retirement. The age given by you at the commencement of your employment shall be adopted as final and conclusive.





Please sign and return the copy of this offer letter to, signify your acceptance of the terms and conditions set out above, this offer letter will remain open for five (5) business days from the date of this letter.

We wish you a successful career at Zone24x7!

Thank you.

ZONE24X7 (PRIVATE) LIMITED

A blue ink signature of Sudeshi Salwathura.

Sudeshi Salwathura

Head of Global Human Resources

I understand and accept the terms and conditions stated in this offer letter.

A black ink signature of Mr. G H M D D Lakshan.

Accepted, Mr. G H M D D Lakshan

2021/05/10

Date