

17th December 2020
Mr. Dasun Lakshan
174/G, Sri sarana thissa Mawatha,
Kahathuduwa,
Polgasowita.

Sri Lanka.

Contract of Employment

Dear Dasun,

We are pleased to offer you employment at TIQRI (Pvt) Ltd on the terms and conditions set out below effective from **28th December 2020**

1. Designation

Your appointment will be to the position of **Software Engineer**

2. Date of commencement of employment

The date of commencement of employment shall be **28th December 2020**

3. Probation period

You will be subject to a period of **Nine (09) months'** probation commencing from the date of employment as set out above and may be terminated during this period due to unsatisfactory performances without notice and without assigning any reason for such termination. Confirmation of employment will be at the sole discretion of the Employer and your confirmation will be communicated to you in writing.

4. Remuneration

You will be paid a basic salary of Sri Lankan Rupees **91,000/= (Ninety -One Thousand) and a vehicle allowance of Sri Lankan Rupees. 39,000/= (Thirty-Nine Thousand)** per month. Your salary has been determined taking into account that as a (**Software Engineer**) and you will be called upon to work depending on the exigencies of service and give your unstinted cooperation to the needs of the Company at all times as required

Any and all increments shall be made at the sole discretion of the management having regard inter-alia to work performance.

Please note that all matters concerning your remuneration are strictly confidential and should not be divulged to or discussed with any other employee of the company either directly or indirectly.

In the event of the Company setting up any other branches within Sri Lanka or abroad, you are liable to be transferred at the discretion of the management.

You should be prepared to undergo training/ working where necessary as determined by the company in abroad.

5. Employees Provident Fund (EPF)

You are required to become a member of the Employees Provident Fund from the date of commencement of employment. Contributions to the Fund by the Company will be at the rate of twelve per cent (12%) of your basic salary while your personal contribution shall be eight per cent (8%) of your basic salary.

The prevailing rates of contribution to the Fund are changed at a future date the contribution by the Company and you shall be varied accordingly.

6. Employees Trust Fund (ETF)

You are required to become a member of the Employees Trust Fund from the date of commencement of employment. Contributions to the Fund by the Company will be at the rate of three per cent (3%) of your basic salary.

The prevailing rates of contribution to the Fund are changed at a future date the contribution by the Company and you shall be varied accordingly.

7. Leave

You will be entitled to leave in accordance with the Shop and Office Employees' Act – 14 days Annual Leave and 7 days Casual Leave. Your leave shall at all times have the prior written approval of the Company and shall be availed of so as not to cause disruption to the day to day business activities of the Company.

When there are critical illnesses you will be entitled for 7 day Medical leaves per annum.

A Medical Certificate from a Medical Practitioner must support any leave taken on the ground of illness.

8. Working Hours

Your working hours will be in accordance with the Company requirements and policy but shall usually be from 9.00 A.M to 6.00 P.M subject to the provisions in clause 9 of this contract.

9. Duties

You will be responsible for all duties delegated to you by the management in keeping with your position in the Company.

Should the management require it of you at any time, you should be prepared to work long hours outside of general working hours depending on the exigencies of service.

10. General Conditions of Employment

You are required to faithfully devote yourself full time to the functions and duties which from time to time may be assigned to you or vested in you by the Management and at all times comply with the lawful orders of the Management and in all respects conform to and comply with the directions and regulations made and given by the management in relation to the business or trade of the Company and to the best of your skill and ability serve and promote the interest and welfare of the Company.

You shall at all times be obliged to preserve the confidence reposed in you by the Company and maintain a good working relationship with all other employees.

11. Other employment

- During your period of employment, you shall not be involved or undertake any other projects or any related work without the consent of the Management. After termination of this contract you shall not be engaged or have any direct involvements with any existing customers of the company for a period of one (01) year.
- Further, you shall not receive or accept directly or indirectly any profit or commission or any other gain out of or from any business, enterprise or undertaking or any other contract in relation to the Company other than those payments authorized by the Company in writing.
- In addition to the prohibition set out above you shall not engage in any other trade, business employment or commercial activity in competition wholly or partly with the business carried on by the Company, during your period of employment without prior written consent of the management.
- At all times during your employment and thereafter you will not use either for yourself or for others any information concerning the Company's' business affairs and its customers and/or of its associate subsidiary or holding Company which you may have acquired in the course of your employment.

12. Confidential information

You shall not either during the continuance of agreement or at any time after its termination, disclose to any persons or use for your own purposes or for any purposes other than those of the Company whether for your benefit or gain or any others benefit or gain the private affairs, trade secrets and/or other information of a confidential nature learned by you as a result of your employment with the Company including inter- alia any manufacturing processes, products, equipment, sales policies and plans, prices contractual terms and trade connections, customers, information relating to research and development.

The termination of this agreement shall not operate to terminate the term's conditions or provisions of the clauses deemed applicable after the termination of this Agreement, such clauses shall after termination remain in full force and effect and binding on you.

13. Social Media Responsibility

Employees are encouraged to use social media network to share information about the company's events and achievements. However, employees should not communicate in a manner that may impact negatively to the company.

- Employees should not share information that may damage the company, the company's image, its employees, customers, or customer's organizations.
- Internet postings should not disclose any information that is confidential or proprietary to the company or to any third party that has disclosed information to the company.
- All employees are expected to act professionally and with responsibility when using social media networking tools.
- Employees should be aware that TIQRI may observe content and information made available by employees through social media. Employees should use their best judgment in posting material that is neither inappropriate nor harmful to the Company, its employees, or customers.
- Although not an exclusive list, some specific examples of prohibited social media conduct include posting commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, religiously provoking or that can create a hostile work environment.
- If employees have customers of TIQRI in their friend list, make sure you do not post any content that would provide wrong impression about the company or yourself. Specially, do not post pictures of drunken staff, news about rape, killing with images which are at its extremes. And do not post anything that would provide wrong information about any country.
- If employees encounter a situation while using social media that threatens to become aggressive, employees should disengage from the dialogue in a polite manner and seek the advice of the CISO.
- Employees should get appropriate permission to use a third party's copyrights, copyrighted material, trademarks, service marks or other intellectual property.
- Subject to applicable law, online activity that violates the Company's Information Security Policy or any other company policy may subject an employee to disciplinary action or termination.
- Internal issues and related to TIQRI and it's policies are not permitted to be discussed in Social Media. In such instance TIQRI reserves the right to take disciplinary action regarding any employees who indulge in such activities
- Employees should adhere to this policy when using all multi-media, social networking websites, blogs and wikis for both professional and personal use.

14. Intellectual Property Rights.

Only the Company shall have and be the holder of any Intellectual Property Rights (IP) related to the result of the work delivered under this Agreement by the Employee. Such rights are protected according to Sri Lankan and International law.

Only the Company retains any rights or title to all components, frameworks, applications, basic software, design, technologies and other know-how, and being utilized for the work developed and/or delivered as part and/or integrated in the result of such work.

15. Retirement

You will be required to retire from the Company on reaching the age of 55 years.

16. Termination of employment

Termination of employment by you will be with 60 working days' notice or salary in Lieu thereof.

The Company reserves to itself the right to terminate your services in accordance with the applicable labor laws.

Notwithstanding anything contained in this Contract your employment may be terminated by the management with no prior written notice for disciplinary reasons including but not limited to the following: -

- a. Inefficiency
- b. Failure to work the required hours
- c. Dishonesty
- d. Insubordination
- e. Unsatisfactory work and conduct
- f. Negligence

The Company reserves the right to alter your terms and conditions of employment hereafter in the exigencies of the company's business.

17. Communication with the Company

You must communicate in writing to the Company your present address or any subsequent changes thereof. Any communication shall be deemed to be duly made to you if left at your address last known to the Company or if sent to you at the address by pre-paid registered post and if so posted, the time at which it will be delivered in the ordinary course of post shall be considered as the time of receipt of communication by you.

18. Employees Handbook/ Rules and Regulations

You shall apprise yourself of the contents of the Employees Handbook, Acceptable usage policy, rules and Regulations which is published on the TIQRI wiki (confluence). The said Employees Handbook/Rules and Regulations may be varied from time to time by the Company and you shall keep yourself informed of such variations.

Kindly confirm your acceptance on the above terms and conditions by returning the duplicate copy of this contract duly signed on each page, along with a copy of your Birth Certificate, Educational, Professional, and other certificates for our records.

Yours truly,
TIQRI Corporation (Pvt) Limited,



Kavan Amunugama
HR Manager

I accept employment on the above terms and conditions.

Signature:

Dasun Lakshan : _____

Date : _____