

AGREEMENT FOR



HR-MetricS

Complete Human Resource Management Solution

IMPLEMENTATION, TRAINING AND LICENSE

Between

SYSTEMS SOLUTIONS PRIVATE LIMITED (C-0106/2012)



and

BISON MALDIVES PRIVATE LIMITED (C-291/2002)



Signed on

25th MARCH 2018

AGREEMENT FOR HR-MetricS (the "Software") IMPLEMENTATION, TRAINING AND LICENSE

This HR-MetricS Implementation, Training and License Agreement ("Agreement") is made and entered on **25th March 2018**, (as the "Effective Date"), by and between **Bison Maldives Private Limited** (Company Registration No: C-291/2002) ("CLIENT"), and **Systems Solutions Private Limited** (Company Registration No: C-0106/2012) ("SERVICE PROVIDER").

CLIENT and SERVICE PROVIDER hereby agree as follows:

1. Software and Services.

- 1.1 SERVICE PROVIDER shall complete the implementation of the **HR-MetricS** (the "Software") for CLIENT's use of the Software. SERVICE PROVIDER's provision of the Software is a license, and does not constitute an agreement of sale. No title, patent, copyright, trademark, trade secret, intellectual property, or other ownership rights of the "Software" which is a property of SERVICE PROVIDER are transferred to CLIENT by virtue of this Agreement.
- 1.2 SERVICE PROVIDER shall provide implementation and training services as set forth in EXHIBIT A ("Implementation and Training").
- 1.3 SERVICE PROVIDER shall provide Monthly Subscription & Support Services for the Software as set forth in EXHIBIT B ("Annual License Fee & Support") from the Delivery date and continuing throughout the Monthly Subscription & Support Period(s).
- 1.4 SERVICE PROVIDER shall complete the Implementation, provide training, and Monthly Subscription & Support Services in accordance with the terms of this agreement.

2. Term (Period) of Agreement

The term of this Agreement will begin on the **25th March 2018** and continue throughout the License Period. The License could be renewed every year, and as long as the renewals continue, that shall constitute as the actual period of this Agreement.

3. Obligations of CLIENT

- 3.1 Provide all the hardware materials (including but not limited to the server, finger print machines, user systems etc.) in the list of items required for the implementation and maintenance of the Software as stipulated in the EXHIBITD
- 3.2 Feed the data into the Software, within the stipulated time frame in the EXHIBIT A.
- 3.3 The Software contains proprietary information, including trade secrets that are the exclusive property of SERVICE PROVIDER. CLIENT and its employees shall maintain the confidentiality of such proprietary information and not sell, license, publish, display, distribute, disclose or otherwise make available such proprietary information to anyone (including but not limited to the competitor(s) of SERVICE PROVIDER).

- 3.4 CLIENT agrees to ensure the safe keeping and protection of the database. CLIENT shall not allow any other party and/or persons except SERVICE PROVIDER to access the database. Any attempt to tamper with the database, and/or attempt to re-engineering and/or attempt to integration with any other software by anyone other than the SERVICE PROVIDER would be a breach of this contract. Any of the aforesaid act would nullify the Monthly Subscription & Support and any further works of SERVICE PROVIDER to retrieve or bringing the system to normalcy would not be covered under Monthly Subscription & Support / Support.
- 3.5 CLIENT agrees to indemnify and hold harmless SERVICE PROVIDER, its agents and employees from and against any liability, cost or expense, arising out of or associated with any claim for damages and/or loss, (collectively, "Claims"), arising solely from the use of any third-party hardware or software by the CLIENT.

4. Obligations of SERVICE PROVIDER

- 4.1 Conduct pre-implementation survey, and submit the list of items required for the implementation and maintenance of the Software as stipulated in the EXHIBIT D.
- 4.2 SERVICE PROVIDER agrees to call to CLIENT's attention in writing all information in any materials supplied to SERVICE PROVIDER (by CLIENT) that SERVICE PROVIDER regards as unsuitable, improper or inaccurate in connection with the purposes of this Agreement.
- 4.3 Carry out the responsibilities of SERVICE PROVIDER for the Implementation as stipulated in EXHIBIT A
- 4.3 SERVICE PROVIDER represents that it is a company duly organized, validly existing and in good standing under the laws, that it has all necessary corporate power to execute and deliver this Agreement.
- 4.4 SERVICE PROVIDER warrants to CLIENT that the Software is an Intellectual Property of the SERVICE PROVIDER and it has the full legal right to grant to CLIENT the Software and the license under this Agreement.
- 4.5 SERVICE PROVIDER warrants to CLIENT that the Software, as and when delivered to CLIENT by SERVICE PROVIDER and when properly used for the purpose and in the manner specifically authorized by this Agreement, the Software will have the functions described in EXHIBIT E.
- 4.6 SERVICE PROVIDER agrees that all information concerning CLIENT's affairs, its trade secrets, operating methods and techniques, information or processes or requirements (collectively "Data"), which SERVICE PROVIDER may learn while performing service hereunder shall neither be disclosed by SERVICE PROVIDER nor used by SERVICE PROVIDER for any purpose other than for the execution of this Agreement.
- 4.7 SERVICE PROVIDER acknowledges that during the installation and trainings, CLIENT has the rights to (a) Require identification from any person on the CLIENT's premises, (b) Refuse entry to persons having no legitimate business on the CLIENT's premises.

4.8 SERVICE PROVIDER shall indemnify, defend and hold harmless the CLIENT and its agents, and employees from and against any Claims arising solely from use of the Software provided by the SERVICE PROVIDER.

5. Fees and Payment Terms

5.1 CLIENT shall pay SERVICE PROVIDER in accordance, in a timely manner the fees set forth in EXHIBIT C.

5.2 The fees include all applicable taxes payable on the date of this agreement. CLIENT accepts to bear any increases in taxes during the period of this agreement and or any Renewed/extended License Period(s).

5.3 All invoices shall be paid to **Systems Solutions Private Limited** through an Account Payee Cheque within seven (7) days from the due dates stipulated in the EXHIBIT C.

6. Additional Statutory Provisions

6.1 **Governing Law.** This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the Republic of Maldives.

6.2 **Dispute Resolution.** Any disputes first shall be attempted to be resolved amicably between the two parties through discussions and negotiations followed by written communication. If the issue could not be resolved through written communication only the case shall be referred to arbitration or to a court of law in Maldives.

7. Miscellaneous.

7.1 This Agreement supersedes all prior agreements, written or oral, between SERVICE PROVIDER and CLIENT and will constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by both CLIENT and SERVICE PROVIDER.

7.2 SERVICE PROVIDER may assign any of its rights hereunder, or delegate any of its obligations hereunder.

7.3 Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character.

7.4 All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement, shall be in



writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the registered or certified mail, addressed as follows:

If to CLIENT:

Bison Maldives Private Limited
G. Sosanee
Rahdhebai Magu, / Male', Rep. of Maldives
Email: neena@bison.com.mv
Phone: +960 3315878

Task	Implementation	Training	License Service
Name of the person	Neena Mansoor		
Designation	Director		
Contact Number	3315878		
Mobile Number	7788777		
Email Address	neena@bison.com.mv		

If to SERVICE PROVIDER:

SYSTEMS SOLUTIONS PRIVATE LIMITED
7TH FLOOR, ALIA BUILDING
MALE', REP. OF. MALDIVES
Email info@solutions.com.mv
Phone: 3011355

Task	Implementation	Training	License Service
Name of the person	Mr. Krishna	Mr. Ibthisham / Ms. Lama	Mr. Krishna
Designation	Chief Technical Officer	S. Marketing Exec / Marketing Exec	Chief Technical Officer
Contact Number	3011355	3011363 / 3011413	3011355
Mobile Number	7749718	9995118 / 9197789	7749718
Email Address	krishna@solutions.com.mv	marketing@solutions.com.mv lamaa@solutions.com.mv	krishna@solutions.com.mv

Or other person or address as may be given in writing by either party to the other in accordance with this Section.

- 7.5 Except as expressly stated in this section, SERVICE PROVIDER makes no representations for warranties, oral or written, express or implied, arising from course of dealing, course of performance, usage of trade, or otherwise, including implied warranties of merchantability, fitness for a particular purpose, or title. Additionally, SERVICE PROVIDER makes no representations or warranties regarding, nor shall SERVICE PROVIDER have any liability with respect to, any third-party products or services.
- 7.6 In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.

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8. Termination and Default:

- 8.1 In the event of a failure by either of the two parties to this Agreement to perform in accordance with the terms of this Agreement, the other party may terminate this Agreement upon thirty (30) days written notice of termination, provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day period.
- 8.2 In the event that CLIENT fails to pay for, or discontinues the Monthly Subscription & Support Services in accordance with this Agreement, SERVICE PROVIDER may terminate this Agreement upon thirty (30) days' written notice of termination.
- 8.3 Upon termination of this Agreement, whether under this Section or otherwise, CLIENT shall: (a) discontinue all use of the Software and Documentation, (b) promptly return to SERVICE PROVIDER all copies of the affected Software and Documentation then in CLIENT's possession, and (c) upon SERVICE PROVIDER's written request, give written notice to SERVICE PROVIDER certifying that all copies of the affected Software and Documentation have been permanently deleted from its computers. If it resulted from a software failure, for which an advance payment (License Fee) is made, the SERVICE PROVIDER shall refund to the CLIENT the License Fee for the unused period (calculated from the date of termination to the future months paid).

CLIENT and SERVICE PROVIDER have executed and delivered this Agreement to be effective as of the Effective Date.

CLIENT:

Signed By **Neena Mansoor**

Designation **Director**

Company **Bison Maldives Private Limited**

Date **25/3/2018**

SERVICE PROVIDER:

Signed By **Ahmed Saeed**

Designation **Chief Executive Officer**

Company **Systems Solutions Private Limited**

Date **25/3/2018**



WITNESS 1:

Signed By

Designation **CHIEF OPERATING OFFICER**

Company **BISON MALDIVES (PVT) LTD**

Date **25th March 2018**

Attachments:

EXHIBIT A – Software Implementation & Training Schedule

EXHIBIT B – Monthly Subscription and Support Services

EXHIBIT C – Fees for Software & Services

EXHIBIT D – Items required for the implementation and maintenance of the Software

EXHIBIT E – Functions of the Software

WITNESS 2:

Signed By

Designation **AS. AYMAN**

Company **SS PL**

Date **25/3/2018**

EXHIBIT A

IMPLEMENTATION AND TRAINING SCHEDULE

1. The calculation of the period for the implementation process begins on the first working day after the First Payment is received to SERVICE PROVIDER. Below given are the number of working days for the task. All are serial tasks; the subsequent task shall begin after completion of preceding task.
2. Any delays to execute any of the below mentioned SERVICE PROVIDER's tasks caused by factors at CLIENT's control (including but not limited to the non-availability of the CLIENT's specific staff or resource etc), equivalent number of extra days shall be added to the Implementation plan. For billing or any other purpose, such days should not be considered as a delay in Implementation.
3. SERVICE PROVIDER's staff would not wait for more than 15 minutes at CLIENT's premises due to non-availability of CLIENT's specific staff, resource, inability of the CLIENT to provide access etc. which CLIENT shall provide under this Agreement.

Day	Task	Responsible
1	Visit and conduct Pre-implementation Survey at the premises and environment where the Software is to be installed and used. Requirement Analysis: Key personnel of HR & Finance, Operation and IT are required to be present in the meeting for the requirement assessment.	SERVICE PROVIDER / CLIENT
2	Identify the availability and usability of the existing items with the SERVICE PROVIDER from the list in <u>EXHIBIT D</u> . Propose a list of items to be procured afresh (from <u>EXHIBIT D</u>) that is required for the proper installation and functioning of the Software.	SERVICE PROVIDER
3	Procure the items in <u>EXHIBIT D</u> , which is marked as not available/useable.	CLIENT
4	Inform the SERVICE PROVIDER in writing once all the items in <u>EXHIBIT D</u> are obtained.	CLIENT
6	Start the installation process within 2 working days from the date of CLIENT informing that all items in <u>EXHIBIT D</u> are procured.	SERVICE PROVIDER
10	Complete the installation process, and inform the CLIENT in writing about the Installation completion.	SERVICE PROVIDER
11	Feed the organizational structure and departmental settings	CLIENT
12	Set the Company Policies.	CLIENT
13	Upload/Feed the Employee Profiles and other Employee data.	CLIENT
14	Data cross checking / testing	CLIENT
15	Entry of Carried Forward Leaves / Past Employee Leaves	CLIENT
18	Complete the testing of the desk top, Web and Mobile Apps.	CLIENT
20	Arrange the Employee Training session and inform SERVICE PROVIDER	CLIENT
22	Conduct the Training Sessions and handover the User Manual soft copy. Handover the Implementation Completion Form to CLIENT	SERVICE PROVIDER
22	Sign, Stamp and return the Implementation Completion Form	CLIENT
23	Inform the SERVICE PROVIDER in writing of the customization (modifications required for the existing functionalities) of the Software	CLIENT
30	Complete the requested customizations and provide software update. Inform the CLIENT in writing of the customization completion.	SERVICE PROVIDER

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EXHIBIT B

ANNUAL LICENSE FEE AND SUPPORT SERVICES

SERVICE PROVIDER shall provide to CLIENT the following Monthly Subscription & Support Services in accordance with the terms of this Agreement:

INCLUSIONS:

1. Remote or onsite (at the CLIENT's premises) technical and application assistance to conduct various functionalities during the License Period
2. Version Updates
3. Updates required due to employment law or any governing regulation change
4. Updated user manual
5. Bug Fixing
6. New/ Existing Report Design with Existing Records without affecting Database Structure.
7. Database back up service
8. Resource Allocation for Support Services
9. Resource Allocation for Information/Consultancy.

EXCLUSIONS:

1. Customizations
2. New Module Implementations
3. Existing/New Report Changes involving Database Structure Change

LIMITATIONS:

1. Support Service hours shall be between 9:00AM to 5:00PM.
2. For any travel outside Male' City, required for the implementation or License Service process, all costs and arrangements of Transportation, Accommodation, Food and incidental expenses shall be fully borne by the CLIENT.

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EXHIBIT C

FEES FOR SOFTWARE AND LICENSE SERVICES

Project Price (including Software Implementation, Training, Customization and assistance in Existing Data Migration) is **USD 22,000.00** (without taxes).

1. Project Price Payment Schedule:

- a. Below table is the agreed payment schedule. All Payments shall be paid in U.S Dollars.

#	Payment	Amount (USD)	Due Date	Balance (USD)
1	1 st Payment	5,500.00	Payment to be made by 05 th April 2018	16,500.00
2	2 nd Payment	5,500.00	Within 30 days from the 1 st Payment	11,000.00
3	3 rd Payment	5,500.00	Within 30 days from the 2 nd Payment	5,500.00
4	4 th Payment	5,500.00	Within 30 days from the 3 rd Payment	0.00

- b. If the SERVICE PROVIDER is unable to complete the installation with the agreed functionalities and provide the logical and practical changes and modifications within the agreed functionalities of the software as in Exhibit E, the CLIENT has the right to terminate the agreement. In such an event, the client shall pay the portion of the Project price scheduled in this clause up to the date of termination only.

2. Annual License Services

- a. Annual License Services commence from the Agreement Signing date.
- b. Annual License Fee is 25% of the project price.
- c. The first year's Annual License Fee shall be paid within 7 days from the date of completing the Testing Period. Subsequent year's License Fee shall be paid within one week from the expiry of the previous Annual License period
- d. The License could be renewed every year, and as long as the renewals continue, that shall constitute as the period of this Agreement.
- e. The Annual License services Fee increase over the previous Annual License Services period, shall be discussed and mutually agreed depending on nature and volume of the maintenance and related work.

3. **Customization:** Modifications required within the scope of the existing functionalities of the Software, requested within the implementation period as in **Exhibit A** is free of any additional

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4. **Existing Data Migration:** Assist the CLIENT in the Data Entry into the software from the Excel Source Data provided by the Client in the formats prescribed by the SERVICE PROVIDER.
5. **Additional Features & Functionalities [New Requirement]:** If any Additional Features or Functionalities not contemplated or inferred in EXHIBIT E is required by the CLIENT, the CLIENT shall submit, in advance a written request for the same. SERVICE PROVIDER shall quote and any such additional services shall begin after a mutual agreement on the rates and durations to complete and incorporate such functionalities into the Software.
6. **Other Costs:** For any travel outside Male' City, required for the implementation process or maintenance work, all costs and arrangements of Accommodation, Transportation, Food and other incidental expenses shall be fully borne by the CLIENT.
7. **Payments:** All Payments shall be through Account Payee Cheques in the agreed currency or at the available market rates only. All Cheques shall be addressed to **SYSTEMS SOLUTIONS PVT LTD**

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EXHIBIT D

Items required for the Implementation AND PROPER FUNCTIONING of the Software

SI #	Item Description	Existing	New
1	Server: Either a separate server or an existing Server. OR an i7 PC could be utilized as a server for the HR-MetricS Software		
2	Operating System : Windows Server Software 2012		
3	Database : SQL Server 2012 or later one		
4	Domain Name and Domain Space OR Static IP (to host Web Application and mobile API)		
5	FTP Account for Software Updates		
6	Finger Print Machine(s) for staff attendance records. All the machines shall be of the same brand.		
7	If the Finger Print Machine Brand is not Anviz or ZK, the SDK from Finger Print machine vendor.		
8	SMS gateway from either Dhiraagu/Ooredoo, for enabling the SMS alerts. (SMS API –Optional)		
9	LAN and WAN Network (Server – Client Machines – Finger Print Machine)		
10	Client Systems - Normal PC with above dualcore		
11	Client Operating System – Windows XP OR windows 7 and above		
12	Client Reporting Software – Crystal Report		
13	Client Document Reader – Adobe Acrobat Reader		
14	Mobile & Web Application : Android / IOS with any version		
15	Internet Connection		
16	Employment Agreement in MS Word Document format.		
17	Job Descriptions of the various designations in MS Word Document format.		
18	All Letter formats (to be given to staff)		
19	Formats for all additional reports required		

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EXHIBIT E

SCOPE OF THE PROJECT

Single Server installation with options to manage multiple entities (Up to a maximum of 4 different Operational units or Companies under same Management) with access rights to 800 employees (users); with provision for each employee to access the software from multiple platforms, desktop, web and mobile phone. Manage HR & Payroll functionalities with common HR Policies, same monthly attendance and Salary calculation periods, with options to process the Salary on different dates for different entities. The software shall further cover following functionalities.



FUNCTIONS OF THE SOFTWARE



Recruitment Manager: Vacancy posting, automated Web link for the Applicants to fill in and track the Applications, Desktop Application Filling, Conducting of 1 to 3 step interviews, and Selection with automated progress notification to the prospective applicants.



Profile Manager

Main hub for all employee related information such as employee Personal details, Education details, Past Experience, Employment Terms, Salary, Job Description, Employment Contract [English & Dhivehi], and attach any related documents.



Attendance Manager

Manages all attendance related records such as, Daily Attendance Register (Live), Attendance Board, Attendance Adjustments, Break Cancellation, Out of Work, Staff on Duty, Duty Roster, Attendance Score, Attendance Reports, Leave Balance Check, Leave Requests, multi-step Leave Approval, Leave Adjustments. Facilitates compilation of most complicated monthly attendance report within a minute.



Payroll Manager

Generates salary and all related reports calculating all allowances, and compiling pension reports, bank transfer letters, and every report required for Accounts, and all of them ready within a minute. Automatically emails the salary slips to the respective employee email addresses.



Resource Manager

Dislodgement (Increments, Promotion, Demotion, Transfer), Admonition (Cautions and Warnings), Suspension, Dismissal & Resignations.



Performance Manager

Annual Employee Performance Evaluation is maintained in this module. Evaluation Assessment Question setting, 360 Degree Evaluation, KPI Evaluation, Evaluation Score and the Results.



Facility & Accessory Manager

Managing Employee Accommodation and tracking the Documents in the Safe Locker. Facilitates managing organizational resources assigned to employees, ranging from, phones, laptops, vehicles to any resource like keys allocated to employees.



Travel Manager

From Travel Planning to Travel Reporting, including Travel Budget and Settlement for Official Travel. Covers annual air ticketing for Employee Personal Travel.



Visa & Work Permit Manager

Managing Expatriates Quota, Visa, Work Permit with automated alerts and reminders for renewing the expiring Passports, Visas, WPs, Employee Visa Cards etc.

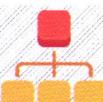
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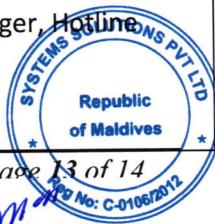
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	<p>Health & Insurance Manager Covers complete employee medical aspect, from Accepting Medical Bills from Employees to the handover of payments to Employees. Includes Registering the Medical Bill, Identifying claimable and non-claimable Bills, Submit to Insurance, Receive Insurance Rejected Bills, Return non-claimable Bills, Process Payments.</p>
	<p>Benefits Manager Preparation and dispersing Employee Loans, Salary Advances, Salary Deductions, Ramazan Allowance, Annual Bonus, Leave Reimbursement.</p>
	<p>Organization Manager Create or change Departments, Designations, Manage Departmental Settings, Manage Designation Settings, shuffle Department In-Charge, and set & reset Company Policies, Signatory Master.</p>
	<p>Talent & Skill Manager As the organizations are operationally diverse and require customized Talent & Skill Management options, This module is Developed as additional requirement exclusively to the organizations specific requirement.</p>
	<p>Control Panel Holds the limits, controls the setting that affect the work across the organization. Settings could be changed based on amendments to Labour Law or due to management decisions like the Company's Annual Holiday Calendar, Entitled Leaves for employees, Special work hour periods like Ramazan etc.</p>
	<p>User Rights Manager As data confidentiality is a priority, each user is given specific rights into each specific module. This Module handles New User Login registration, Creating and managing User Groups, Providing access, edit and cancellation rights to specific users or Limiting Individual User Rights.</p>
 Self Service	<p>Self Service Homepage of the HR-MetricS, accessible by all employees. Each employee could view his own records only. Heads of departments could view the respective department employee records for approval.</p>
	<p>a. My Page</p> <ul style="list-style-type: none"> i. <u>Attendance Related:</u> Attendance Board shows each staff their attendance, Enables employees to request for Adjustments, Break Cancellation, Out of Work, Punch Cancellation, Staff on Duty. View own Leave Balance, Attendance Score, Compensable Leave, and Monthly Adjustments. ii. <u>General:</u> Probation Evaluation of Employee by HoD, Password Change, Organize Meetings, SMS flashing, View Individual Job Descriptions, Event Logger, Hotline directory.

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iii. **Finance & Salary:** Apply for Loans, Salary Advances, Other Deductions, View own Salary Slip.

iv. **Power Group:** Enables Department In-charge changing, Adding to Power Group.

b. **Leave Request:** Employee Applying for Leave.

c. **Leave Details:** Employee Leave Approval for department heads.

d. **Staff Release:** Staff Release Request and Approval.

e. **OT Work:** OT Work Scheduling, Work completion acknowledging and Approval.

SETUP



Settings

Device Manager, License Manager, Alert Template, Configuration.

Web Portal

Access to the limited functionality from anywhere in the globe.



Employee & Manager Self Service App

Enabling managing on the go, not requiring to be at the work station. Android as well as iOS supported Application.

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