

07th July 2021

Mr. A. R. D Yasindu Yugantha Ramanayake 291/4, Ranawiru Dhamasiri Mw, Kadawatha.

Dear Mr. Yasindu

LETTER OF APPOINTMENT FOR THE POST OF SOFTWARE ENGINEER

With further reference to the interview held in connection with the above appointment, we have the pleasure of offering you employment in the capacity of a Software Engineer, with effect from 11th July 2022, based on the following terms and conditions.

SECTION 01 -PROBATION

- 1. Initially you will be placed on a probationary period of three months, with effect from 11th July 2022. On the completion of a satisfactory probation period, you will be confirmed in your appointment by a letter.
- 2. During the time of your probation, you are required to perform functions allocated to you with due diligence to the satisfaction of your superior Officers, maintain cordial relations with the staff whilst upholding the traditions of the Company in the discharge of your duties.
- 3. During the probationary period, the company reserves the right to terminate of the service without providing advance notice or payment in lieu of notice, with or without assigning a reason for such termination of the service.

SECTION 02 - SALARY

You will be paid a salary of LKR 70,000 per month during the probationary period and increased with allowances once completion of the probation as decided by the management.



SECTION 03 - WORKING HOURS

Your working hours will be between 8.30 am to 5.30 pm on weekdays and 8:30 am to 1:30 pm on Saturdays with a lunch interval of one hour. Your total working hours should exceed 40 hours per week in order to entitle for the paid 1 weekends holiday.

However, if the work that you are involved with require you to be present at an earlier hour, you are under an obligation to report for work as dictated by the exigency of the situation. Further if such work requires you to be present for work on a holiday, it will be your duty to present yourself for work.

SECTION 04 - LEAVE

Your leave entitlement will be provided for in the Shop & Office Employee's Act.

<u>SECTION 05</u> - EMPLOYEES PROVIDENT FUND & EMPLOYEES TRUST FUND

You are required to be a member of the Employee Provident Fund to which you will contribute 8% of your salary and the Company will contribute 12% of your salary each month. The Company will also contribute 3% of your salary each month to the Employee's Trust Fund. These percentages may vary according to the regulations made under the EPF and ETF Act.

SECTION 07 - MEDICAL EXAMINATION

It is a term of your employment that at all times you are physically and mentally fit. You may be required to be medically examined at any stage by a qualified registered medical practitioner or a Board of Practitioners.



SECTION 08 - TERMINATION OF EMPLOYMENT

The Management reserves the right to terminate your employment at any time without notice or payment in lieu of notice on the ground of misconduct and/or negligence, and/or inefficiency and/or breach of any express or implied term of your employment.

SECTION 09 - PLACE OF WORK

Your will be a Software Engineer but during the period of the above assignment, you should be prepared to accept an appointment in any other department of the Company, also accept an appointment in a project undertaken by the Company on terms mutually acceptable to both parties.

SECTION 10 - DISCIPLINARY ACTION

Should you be found wanting in any way in the performance of your duties and / or had violated any terms or conditions of this appointment and / or committed an act of misconduct, the management reserves the right to take action against you.

The Management has a right to serve a letter of warning, or a letter calling for explanation in the first instance and if they deem necessary or expedient to call for a disciplinary inquiry to be held against you, for violations as mentioned above.

At the end of such inquiry, the management reserves the right at its' sole discretion if you are found guilty of the charge / charges served on you, do one or more of the following acts

- a. Terminate your service forthwith
- b. Demote you to a lesser rank with no reduction of salary and / or
- c. Impose fine and / or
- d. Interdict you for a period of six (06) months with 1/2 month or no salary during such period, and / or
- e. Withhold / defer or not grant annual salary increment, or not grant such an increment and / or
- f. Withhold / defer or not grant a bonus payment and / or
- g. Transfer you to a different section of the Company and / or
- h. File action against you in the Magistrate Court / District Court I High Court etc., for recover of any monies due or to rectify any



damage caused to the name of the Company as the management deems fit.



SECTION 11 – GENERAL

- a. You will serve the Company exclusively, faithfully, and diligently, give your whole time and attention to the business and affairs of the Company, observe and perform all lawful directions, whether written or oral, that may be given to you from time to time.
- b. Whether during or outside working hours or whether at the workplace or otherwise, you shall not conduct yourself in a manner which may or is likely to cause or be calculated to cause damage to the reputation and/or activities of the Company.
- c. You shall not either directly or indirectly, engage or be concerned in any other employment or received fees or pay, from others for service rendered without the written consent of the Managing Director.
- d. You shall not receive or accept, whether directly or indirectly, except with the written consent of the Company Director, any profit or commission or any other gain arising out of or from any business enterprise, undertaking or any contract in relation to the Company.
- e. You shall not divulge either directly or indirectly to anyone at any time during the continuance (or after termination) of your service any confidential information pertaining to the affairs of the Company.
- f. You agree that, in as much as you are entitled to your own political ideas and sympathies, you shall not engage yourself in any political activity of any kind whatsoever not act in any manner to create the impression that your judgment in any matter is or may be tainted or influenced by political consideration.



If you accept this appointment of the above terms and conditions, please be good enough to sign and return the duplicate of this letter in the space provided for your signature as proof of your acceptance.

Yours faithfully,

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G T D Perera

Project Manager

I, accept the employment on the terms and conditions set out herein.

Name & Signature

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yasindu

NIC:

992882441V

Date:

7/11/2022