

A) Communication Policy:

- The use of e-mail is ever increasing as it is useful, speedy and cost saving.
- It is often noticed that there is the tendency to make errors in e-mails and misuse, even abuse this tool. Given that e-mail is now a legally valid method of corporate communication the employee must understand that any communication via e-mail is as good as sending it in a signed letter and equally binding. The same applies to whatever e-mails the employee may receive.
- All communications between you and other employees of NeoSOFT must be over e-mail and copy of the same to be maintained in you mailbox for future reference.
- All communications related to new policies and amendment of policies will be posted on notice board and/or intimated by email and/or published in MIS. Any policy details communicated to the employees through e-mail OR MIS will be final.
- All communications related to leaves / compensatory off / permissions / others need to be acknowledged by the Reporting Manager. If not, it will be considered as not communicated and such communication shall be considered as void.
- All essential official communication within the department should be copied to their Reporting Manager.
- Any escalation of HR related issues could be communicated to the next higher level / HR directly by email or by written format. All communications with HR will be kept confidential and will be escalated to the Top Management if issue not resolved. All grievance issues will be handled according to grievance policy.
- Employees must avoid using abbreviations and lower case type in e-mails to outsiders
- Correct spellings must also be ensured (Inbuilt Spell Check in e-mail clients can be enabled)
- E-mails must be written as faxes/letters are written, and must preferably be addressed with the date, name of the person and the name of the recipient's company
- Employees must sign off with their full name and designation. Any casualness / informality in e-mails must also be avoided
- While the company understands the need for limited, occasional and infrequent use of communications systems for very critical personal purposes, no personal e-mails must be sent or received at the office e-mail address. The computer system is primarily intended for business communication only.
- Under no circumstances should the official e-mail address be used to generate group mail, jokes, unsolicited mail, humor based on alleged stereotypes, any other potentially offensive content or Spam.
- E-mails must not be responded to under impulse, simply because it's instant. Impulse replies often carry more emotional outbursts than one might want to include
- Consider carefully the appropriateness of the distribution list when using "Reply All" to respond to a message.
- While on the job, an employee may come across information, which could be classified, which if leaked out of the company will cause serious damage. No such information must under any circumstances be transmitted to any body / individual / group of individuals outside of / unrelated to / unconnected with NeoSOFT.
- An Employee should make sure that all stationery especially with company logo and address is kept under lock and key and are accurately used. Any communication that goes out on the Company letterhead must be scrutinized and signed by authorized signatory only.

B) Discipline Policy

All NeoSOFT employees are expected to accept certain responsibilities, follow acceptable business principles in matters of conduct, and exhibit a high degree of integrity at all times. This not only involves sincere respect for the rights and feelings of others. But also demands that employees refrain from any behavior that might be harmful to themselves, co-workers, the company, or that might be viewed unfavourably by current or potential customers or by the public at large.

Your conduct reflects on the company and you are therefore encouraged to observe the highest standards of professionalism at all times. Types of behavior and conduct that the company considers inappropriate include, but are not limited to, the following.

1. Falsifying employment or other company records
2. Violating the company's anti-harassment policy
3. Soliciting or accepting gratuities from customers or clients
4. Excessive absenteeism or tardiness
5. Excessive, unnecessary, or unauthorized use of company property and supplies, particularly for personal purposes
6. Reporting to work under the influence of drugs or alcohol, and the illegal manufacture, possession, use, sale, distribution or transportation of drugs
7. Bringing or using alcoholic beverages on the company property or using alcoholic beverages while engaged in company business of the company's premises, except where authorized
8. Fighting or using obscene, abusive, or threatening language or gestures
9. Theft of property from co-workers, customers, or the company
10. Unauthorized possession of firearms on the company premises or while on company business
11. Disregarding safety or security regulations
12. Insubordination
13. Failing to maintain the confidentiality of company, customer, or client information

An employee's performance, work habits, overall attitude, conduct or demeanor become unsatisfactory based on violations either of the above or of any other company policies, rules, or regulations, you will be subject to disciplinary action, up to and including termination. Before or during imposition of any discipline, employees may be given an opportunity to relate their version of the incident or problem at issue and provide any explanation or justification they consider relevant.

C) Grievances Policy

Grievances Handling:

A positive relationship between employees and supervisors is based on mutual trust, respect, and open communication. During your time working at NeoSOFT, if you have a problem or grievance concerning the employment, you are expected to first discuss the issue or concern with your immediate supervisor. In most cases, these discussions can

clear up any misunderstanding or conflict.

If this is not successful you can approach the HR Department to address any work-related problems or complaints fairly and without fear of reprisal.

Process Improvement :

The company also has a Process Improvement Program that you are expected to provide feedback for, twice in a year. You may also suggest any improvements in the feedback form.

Employee Survey Program:

In addition to the Process Improvement Program the company also has an Employees Survey Program, which gives you the opportunity to suggest anything that might be useful to the company in any aspect. You can approach the HR Department to provide your suggestions in a written format.

Posted by: Bhavesh Patel - Fri, Oct 17, 2014 at 12:01 AM

Filed Under: [At The Work Place](#)

D) Overseas / International Assignment Agreement

Terms & Conditions:

If you are on international assignment, you will be covered by the NeoSOFT International Assignment policy from the date of deputation.

Accordingly, you will be required to sign the applicable Overseas Deputation/International Assignment Agreements. In such assignments, you will be required to serve NeoSOFT as below,

- If you are deputed internationally for any assignments / requirement gathering / training / etc., you will be required to serve NeoSOFT for a minimum period of 6 months after completion of onsite assignment.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to NeoSOFT and its associates. This transfer of knowledge and information is essential for NeoSOFT to continue to serve its clients and customers better.

Note: If you are accepting such assignments, it means you have accepted this term of notice period.

D) Place of Employment

Terms & Conditions

- You acknowledge and agree that you may be assigned, transferred or deputed to offices, departments or units of Company and/or its affiliates and/or their contractors and clients, whether in India or abroad. In the event of any such assignment, transfer or deputation, you may be required to consent to and/or agree to certain other agreements or policies applicable to such an assignment, deputation or transfer.
- In the event of any assignment, transfer or deputation of your services, your

salary and other benefits may be adjusted in accordance with Company's policies with respect to such an assignment, transfer or deputation.

E) Work From Home :

Work from home option can be given to you ONLY,

- if you are having some medical issues due to which you won't be able to travel to office but you can work from home
- if you are having some family issues due to which you are required to be at home all time for taking somebody's care but at the same time you can work from home
- if there is some transportation issues due to heavy rains OR some other reasons
- if there is any protest OR bandh or curfew in city

OR any other similar situation.

You shouldn't work from home without prior formal approval from your TL & HR. If you do it without prior formal approval, it may not be considered, although you have worked full day for client/project and you have proof for same.

So, before doing work from home, take approval on email from your TL & HR.

Note: If nothing is assigned to you (no project(s) / client(s)) then work from home option can not be given to you & if you still do it then it won't be considered by HR.

If you have taken permission for work from home - for 10 days and in between, after 6 days, your project's work get over or your client stops contracts for any reason then either you will have to come to office for remaining 4 days OR take leave for remaining 4 days if you can't come to office. But in this scenario, for remaining 4 days, company can't give you work from home option as there is no work for you.

Note: Once you are back to office, you need to enter these work from home details in MIS in "Work From Home" section and get approval from your TL, as these data will be used for processing salaries. If you fail to enter it into MIS OR it is not approved by your TL in MIS then it won't be considered and HR may mark you absent for that many days. So, without fail, follow this process, get approval from your TL in MIS.

F) Workplace Policies

Confidentiality :

During the course of your employment you may be disclosed with certain technical and business information of the company as well as that of the client, such as methods, processes, pricing data, financial data, customer list, etc. You are expected to maintain confidentiality of the information you are entrusted with.

Note: According to non-disclosure agreement / confidential agreement signed at the time of joining, your liability under this agreement will be to the maximum extent permitted by applicable law to direct damages to Employer, OR minimum Rs.10,00,000/- for violation of this agreement.

Patents & Copyrights :

NeoSOFT holds exclusive rights over the entire job done by the employee at the company.

Internet

Our internal network is connected to the internet and every employee with computer access to the internal network has access to the internet, including use of e-mail and worldwide web. While the internet is a great resource for our organization, it is your responsibility to use it responsibly and respectfully. It is assumed that you will predominantly use the internet for work use. Any personal use such as personal e-mail, browsing and social networking are strictly not allowed. If you are found spending excessive time on these resources, this privilege may be revoked. Progressive disciplinary action will be applied if such violations continue.

Personal - Mobile Phones/Tablets Usage

Why Mobile/Tablet use should be prohibited during office hours?

- Mobiles are distracting not only because they require attention to operate but because the conversation itself engages the employee's mind on something other than the job at hand.
- Use of Mobiles during working hours is really hazardous for good office culture and manners. Other people get disturbed if somebody is talking on mobile phone near them.
- This causes frequent interruptions during meetings, seminars, conferences and most importantly meetings or even during talking to boss or subordinates people's attention is diverted and agenda is shifting due to this uncertain mobile calls.

Prohibition includes - receiving or placing calls, text messaging, surfing the Internet, receiving or responding to email, playing games, etc.

All employees should use office telephone numbers for incoming emergency messages from family or friends. No outgoing is allowed from office telephones unless it is urgent/needed.

Employee can use their mobile phones only in case of any emergency.

Note: Only feature phones are allowed inside office premises, smartphones as well as phones with camera are strictly prohibited as per ISO data security clauses as we are ISO 27001:2005(for data security) certified company.

Note: If we find any such smartphones inside office premises without any approval OR permission, it will be seized immediately. Company has all rights to seize things which are brought inside its premises without approval OR permission.

Note: All sales as well as senior people - who are using our company's phones, are exception to this policy. As these are company's phones so it doesn't violate this policy.

Personal Laptop(s), Pen Drive(s) & Hard Disk(s)

Bringing Personal Laptop(s) / Pen Drive(s) / Hard Disk(s) inside office premises, **are strictly prohibited**. If anybody wants to bring any of these inside office premises then

he/she should take permission from either HR or his/her TL or any manager.

Note: If we find any such things inside office premises without any approval OR permission, it will be seized immediately. Company has all rights to seize things which are brought inside its premises without approval OR permission.

If any employee want to take any data outside office through pen drives / hard disks then he/she should take permission from either HR or his/her TL or any manager.

Note: If we find any such activity without any approval OR permission then it will be treated as theft and employee will have to face its further legal consequences as per confidential agreement signed between employee and company.

Office Cleanliness & Hygiene

Be respectful of the employees around you by keeping your space organized, cleaned and uncluttered.

You are advised to adhere the following guidelines with immediate effect:

- Before leaving office every evening, you must make sure that all your files, papers, pens/pencils and other documents must be kept in the shelf below or other relevant place.
- No tea cups / chocolate wrappers / etc. should be there on your desk.
- It has to be ensured that when you leave office, nothing remains on your table except your computer, headphone and telephone instrument.
- It has to be ensured that when you leave office, your chair should be placed/pushed properly under table.

Note: After multiple warnings, if these things are not followed properly then HR may put penalty of Rs. 1000/- for each day. And employee will have to accept this without any question, as this office space is shared by many people and we can't compromise in cleanliness/hygiene, why other people should suffer because of few irresponsible people.

Dress Code

Why Formal Professional Dress Code is required in a company?

Our Company's objective in establishing a formal work dress code is to enable our employees to project the professional image that is in keeping with the needs of our clients and customers to trust us. Because our industry requires the appearance of trusted business professionals and we serve clients at our site on a daily basis, a more formal dress code is necessary for our employees. You must project the image of a trustworthy, knowledgeable business professional for the clients who seek our guidance, input, and professional services.

Formal Dress Code Guidelines:

1) In a formal business environment,

- The standard of dressing for men is - Formal Pant & Shirt. BA's and sales people will have to wear tie compulsory.
- The standard of dressing for women is - Formal Pant & Shirt OR Tops & Skirt OR Chudidar OR Saree.

- And a dress paired with appropriate accessories.
- 2) Clothing that reveals too much cleavage, your back, your chest, your feet, your stomach or your underwear is not appropriate for a place of business.
 - 3) In our work environment, clothing should be pressed and never wrinkled.
 - 4) Torn, dirty, or frayed clothing is unacceptable.
 - 5) All seams must be finished.
 - 6) Any clothing that has words, terms, or pictures that may be offensive to other employees is unacceptable.

Dress Down Days

We have Fridays & Saturdays as dress down days. On these days, business casual clothing is allowed. Although clothing potentially offensive to others, is not allowed. Clothing that has the company logo is encouraged. Sports team, College/University and fashion brand names on clothing are generally acceptable.

Shoes and Footwear

Conservative walking shoes, dress shoes, oxfords, loafers, boots, flats, dress heels, and backless shoes are acceptable for work. Not wearing stockings or socks is inappropriate. Athletic shoes, tennis shoes, thongs shoes, flip-flops, slippers and any casual shoe with an open toe are not acceptable in the office.

Accessories and Jewelry

Tasteful, professional ties, scarves, belts, and jewelry are encouraged. Jewelry should be worn in good taste, with limited visible body piercing.

Makeup, Perfume, and Cologne

A professional appearance is encouraged and excessive makeup is unprofessional. Remember that some employees are allergic to the chemicals in perfumes and makeup, so wear these substances with restraint.

Hats and Head Covering

Hats are not appropriate in the office. Head Covers that are required for religious purposes or to honor cultural tradition are allowed.

Conclusion

If clothing fails to meet these standards, as determined by the employee's supervisor and Human Resources staff, the employee will be asked not to wear the inappropriate item to work again. If the problem persists, the employee may be sent home to change clothes and will receive a verbal warning for the first offense. Progressive disciplinary action will be applied if dress code violations continue.

The Air We Breathe / Smoking

We work in close proximity to each other. It is essential that the employee does not use heavy perfume or cologne or carry a heavy smoke odor.

In keeping with our intent to provide a safe and healthful environment for our staff and clients, all of NeoSOFT is a smoke-free facility. Smoking is permitted outside building during regularly scheduled breaks. Note that it is NOT OK to take a "smoke break" at other times. Be courteous and clean up after yourself when smoking outdoors, wash your hands when you come back so that it lessens the chance of introducing smoke odor. Let's keep our grounds clean and free of tobacco residue. Keep in mind that nicotine is a drug and is clearly linked to health problems.

Drug & Alcohol-Free Workplace

We maintain a strict, zero-tolerance policy regarding drug and alcohol abuse.

Reporting for work under the influence ("any detectable level") of intoxicating liquor or illegal drugs, or the use or possession of a non-prescribed controlled substance by an employee on NeoSOFT property during work hours is strictly prohibited (for the purposes of this policy, "work time" shall include lunch and break periods, whether the employee is on premise or off premise during such periods).

Employees who violate this prohibition will, unquestionably, lose their jobs and the reason for the employment termination will be a matter of record. **We are very serious about this issue.**

Harassment-Free Workplace

NeoSOFT is committed to providing a workplace free of harassment.

Harassment includes unwelcome sexual advances, conduct of a sexual nature, or conduct that denigrates or shows hostility or aversion toward an individual because of race, skin color, sexual orientation, religion, gender, national origin, age, or disability. If such conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment, it may be considered harassment.

All of us share in the responsibility for a workplace free of harassment and are obliged to report any situation of harassment or suspected harassment. We will always investigate any allegation of harassment. After a prompt and thorough investigation, we will take appropriate corrective action. Any violation of this policy will result in disciplinary measures, up to and including termination of employment.

If you are subjected to, witness, or suspect any violation of this policy, please report the matter immediately to your supervisor or any manager or HR. If management doesn't know a problem exists it will be difficult to cure the problem! We will discuss our investigation procedures with you at the time of your complaint. Appropriate confidentiality will be maintained.

No employee will be discriminated or retaliated against for bringing a question or complaint to our attention.

Idle Chatting

At NeoSOFT, we do not ask employees to work long, long hours so it is important that the hours we **DO** work are maximized for efficiency. It's natural to want to socialize with each other but that is not the function of this workplace. The focus is on getting the work

done. In the course of the day there is plenty of conversation happening to accomplish the work. So we ask that you keep idle conversation to a minimum while you're working, or with people who are working when you are on a break. (Are we banning personal conversation? Of course not, we'd just like to keep it at a minimal level). Let's keep our heads down and get our work done, maximizing efficiency. If your supervisor ignores your personal-life banter, or even asks you in a nice way to "stop being so friendly," it's not because he or she doesn't like you, it's because they have work to do. Trust that we notice efficiency-gains, and are anxious to share when there is a good bottom line. Here is an Operating Principle from Sam's book, *Work the System: The Simple Mechanics of Making More and Working Less*.

The Work The System Method is not theory or esoteric intellectual blather. It's business and life management based on simple real-world mechanics: how the parts operate; how they fit together; how they're sequenced. It's going below the surface to see and then manage the processes that produce the results. There's nothing mysterious about it. This is simply about gaining a more precise view of how the world mechanically functions...

No more long, anxious hours. No more anemic bottom line. All the right moves stem from a one-time "tweak" in how you see your world. Yes, thousands of people have found freedom by going "one layer deeper."

The Work the System Method is the simple yet potent path to seizing control of your work and life ... to creating plenty of time and money so you can relax and do what you want! Realizing a solid profit while being able to get away anytime you feel like it, spending lots of relaxed time with family and friends, retiring while you're still young enough to enjoy it, and most importantly (because it's at the root of any honest success), creating real value for those around you, are all possible once you internalize the "systems mindset" and start assertively managing the processes of your life.

It's simple mechanics!

"We strive for a social climate that is serious and quiet yet pleasant, serene, light, and friendly. NeoSOFT is a nice place to work."

Personal Belongings

You are required to be very careful with your personal belongings, while working in the office. It is advised that you refrain from carrying expensive items to the office for your own benefit.

G) Increment & Appraisal :

Objective

Company's objective is to better overall performance through recognition of individual's contribution, bringing in accountability for individuals, promote teamwork, team values and co-operation and bring in focus on company success as a whole. Excellent performance hence needs to be recognized and appropriately rewarded.

Simultaneously for non-performers, areas for improvement shall have to be identified and necessary corrective action shall have to be initiated & they should be differentiated in terms of remuneration. [Click Here](#) for more information on Performance Improvement

Program (PIP).

Terms & Conditions

Your compensation will be reviewed on an annual basis and your salary may be adjusted, depending upon various factors, including your performance during the preceding performance period.

Notwithstanding the above, you acknowledge that it is Company's policy to review the compensation payable to its employees for successive years and such compensation may be higher or lower than the compensation received for the previous year depending on various factors, including the overall performance of the Company.

Annual increment is based on following direct parameters:

1. Based on individual's performance through **Rating System** during a year
2. Based on feedback from immediate **TLs** to whom you are reporting
3. Based on feedback from **Sales & HR** Department on sincerity & responsibility shown during a year

Annual increment is based on following indirect parameters:

1. Company's performance during the financial year
2. Order Book Position during financial year
3. Last year's Industry annual increment trends
4. Recession of Economy

Increment will happen annually, but it will be based on your date of joining as follow:

- **1st Quarter:** If you have joined between 1st December to 28th/29th February then you will get increment from month of January.
- **2nd Quarter:** If you have joined between 1st March to 31st May then you will get increment from month of April.
- **3rd Quarter:** If you have joined between 1st June to 31st Aug then you will get increment from month of July.
- **4th Quarter:** If you have joined between 1st September to 30th Nov then you will get increment from month of October.

So this way, some people will have advantage (will get increment before completing 1 year) and some people will have disadvantage (will get increment after completing 1 year) based on their joining date.

Note: Whoever is having 18 months / 24 months commitment / bond, with increment after 6 months OR 12 months - in that case, next increment date will be calculated from last increment done date not from date of joining. It means whatever fixed / default increment is defined on day 1, it will remain as it is.

Key Attributes considered during Increments & Promotions

Key Common Attributes

Below is a list, in no particular order, of certain attributes that are important for individuals in NeoSOFT to be considered for increments and promotions. We believe

these attributes eventually contribute to your and the organization's performance. Individuals who demonstrate these attributes are the ones that are likely to grow faster. To jump career levels, the below attributes are required. The below attributes are not specific to any department.

1) Gets Things Done Now

You don't just get things done but always gets them done immediately and in the shortest possible time. You never procrastinate. You always have a sense of urgency and are always eager to focus on and wrap each task as soon as possible. You are always eager. People recognize you as someone who always delivers. The immediacy and urgency with which you take up any task always leaves a wow effect in people's minds. You are always quick to respond and reply. You do not keep tasks lying around. One doesn't have to follow up with you with respect to any task. You always provide realistic deadlines and typically deliver ahead of time. In case of any delays or with respect to long running tasks you always proactively provide updates to relevant folks without having to be asked. You are well organized with respect to your to do list so as to be able to get stuff done, as well as provide adequate updates. With you no task ever falls through the cracks and you never have to be reminded of a task that was assigned to you.

2) Follow Process to reduce mistakes

Almost everything at NeoSOFT has defined processes. You take time to acquaint yourself with these processes. You follow processes perfectly. You provide feedback for process improvement.

3) Process Definition is key for repeatable Success

Before you take up a task you define a process, in a written form, organized in the relevant place. Each time you repeat a similar task you refer and if required refine the process. You automate processes that are repeated often.

4) Always Write Everything. Our memory is volatile.

You always write down everything. You write a lot. In the CR, on mail, and in other forms. If you come across an idea, feature, task, to do, goal, thought, concept that has value - you will figure out the appropriate place to record it and send it out to the appropriate people. You maintain a prioritized to do list for yourself. You do not leave things to memory, and in any meeting you are typically amongst those who are always taking notes / recording decisions, and then subsequently appending them to the appropriate place in the appropriate manner.

5) Be Paranoid. Be Perfect. Mediocrity is a waste of your potential.

You can not stand mediocrity in anything. You are meticulous. You are a perfectionist. You want each task to generate a wow effect. You always go above and beyond the expected. You are process oriented. You always have a checklist / process for every type of task. You seldom leave things to chance and will always verify that tasks have been done according to process. You are continuously refining the processes. You are paranoid. You always take into account things that can go wrong, edge cases etc. You dot your i's and cross your t's. You have an eye for detail and cannot tolerate the tiniest flaws, issues, concerns.

6) Be Driven. Be Proactive. Take Initiative. Never sit idle.

You do not need to be assigned tasks all the time. You are NEVER idle. You know the goals of your team and you can determine how you can add maximum value. You always take up tasks without being asked to do so and get them done. You require almost no management and continue to deliver your best unattended. You are NEVER idle (repeated). If you do not have specific tasks and cannot determine tasks of value on your own, you immediately dialogue with your manager to determine the next set of high value goals you can begin pursuing.

7) Knowledge Shared grows exponentially in value.

When you come across any item worth sharing you make it a point to share it via mail, social media, posts, CR etc. You are frequently creating dumps of resources, knowledge, etc. for your team and other teams to refer to. You actively contribute to the knowledge growth of others. You try and maximize the value of anything you learn by using the most effective methods of sharing it in a persistent way with your team mates today as well as new people who join the company. You regularly conduct presentations for individuals within the company. You always record your knowledge sharing exercises in writing/video for future reference and organize the same so that it is available to others. You actively spend a portion of your time on knowledge sharing activities.

8) This is your company. What will you make of it?

You treat this company as your own and it shows. In things you say, your passion, your dedication, your actions. Everyone knows you put the interests of the organization first.

9) Constantly Communicate

You are constantly communicating. You are not sitting in the shadows. In meetings you participate intelligently. In mail threads you state logical opinions. You speak up when it matters. You share knowledge. You make a difference by communicating. You are not reserved and perpetually silent.

10) Always be learning. The one thing that guarantees growth.

You specifically allocate time to enhance your skills. You love reading and a reasonable portion of your spare time is spent reading and acquiring knowledge. You make it a point to identify your weaknesses and take specific steps towards improving on them.

11) Stay Focused

You are always focused. You finish a task and then move on to the next one. You do not work on multiple tasks simultaneously in the same minute.

12) Today's excellent is Tomorrow's satisfactory. Stretch yourself beyond your current capability.

You are always stretching yourself and your team. You aim high. You over-achieve. In each cycle, you strive to achieve better than the previous period.

H) Meal Allowances :

Article Number: 97 | Rating: Unrated | Last Updated: Wed, Feb 4, 2015 at 6:06 PM
Eligibility

All Employees of COMPANY will be eligible for Meal Allowances. This will also include trainees and probationers.

Meal allowances shall be payable when,

1. For some project(s)/client(s) emergency, employee work more than 9 hours, stay late in night with approval from TL's & Sales Person.
2. For some project(s)/client(s) emergency, employee work on Weekend(s)/Holiday(s) with approval from TL's & Sales Person.

Limit :

Upper limit for meal allowance is 100 INR per meal per person.

Note: You will have to fill up food allowance form, attach require bills and get it signed from your department head. Then you need to submit that form in HR department.

I)Performance Linked Incentive (PLI) OR Variable Pay :

Article Number: 78 | Rating: Unrated | Last Updated: Sat, Oct 10, 2015 at 2:41 PM
What is Performance Linked Incentive (PLI) or Variable Pay?

It is a part of your monthly salary, which will be paid annually (once you complete 12 months in organization) based on your performance. It can be either up to 10% of your current monthly salary OR 3000 INR, whichever is higher.

Terms & Conditions

- It will be paid annually based on evaluation done by your mentor/TL.
- Your mentor/TL will make you understand what are the evaluation criteria, based on which PLI will be calculated and paid at end of year.
- It may not be same for all employees, different teams will have different evaluation criteria.
- These criteria may change depending on future needs, but it will be conveyed to you officially before implementing it. New evaluation criteria will be effective there after.
- In case, if your mentor/TL has not made you understand what are the evaluation criteria OR evaluation criteria are not defined then PLI will be calculated and paid at end of year based on general parameters (which are common for all employees) like Performance/Quality in given roles & responsibilities, Discipline, Sincerity/Commitment towards assigned work, Contribution in team, etc.

Note: If you resign before completing 12 months then PLI will not be paid.

J) Reward & Recognition Policy :

Article Number: 92 | Rating: 3.7/5 from 3 votes | Last Updated: Fri, Jan 15, 2016 at 2:49 PM

Objective

To recognize specific, unique, value added and critical performance incidents within OR beyond the scope of job responsibilities and also link the achievement to quantifiable business benefit OR organizational benefit. To align employee performance and achievements in line with company's business vision.

Purpose

Reward systems will focus on positive reinforcement. Positive reinforcement is the most effective tool for encouraging desired behavior, it stimulates people to take actions because they get something of value (internally OR externally) for doing it. An effectively designed and managed reward program can drive an organization's change process by positively reinforcing desired behavior.

Scope:

All full time employees of NeoSOFT.

Responsibility

- Concerned HODs
- HR Department
- Management Team

General Guidelines

Nominations: Individual OR Team

All Managers / Department Heads (along with inputs from immediate Supervisors / Reporting Authorities wherever applicable) can nominate employees / teams who have shown reward-worthy performance, behavior, skills OR competence.

Out of 3/5 (depends on team size) nominated employees / teams - one will be rewarded who is most eligible among nominated ones.

Periodicity: The periodicity of the rewards will be done on Monthly basis.

"Star of the Month" Award (SOM)

Eligibility: Only production departments' (Software Development, Designing, Testing, SEO & Support) employees are eligible for this award.

9 such categories will be there under this,

1. Microsoft Technologies
2. Opensource Technologies (PHP)
3. Opensource Technologies (Java, ROR, Python & Coldfusion)
4. Mobile Technologies (iOS, Android, Windows & Hybrid)

5. Business Analysis
6. Software Testing
7. Software Designing
8. SEO
9. Support Team

Assessment Parameters:

1. Customers' Appreciation

- - Employee who receives an appreciation email / appreciation via any other media from customer which specifies the services provided.
 - Top rating (feedback) from customer which specifies the employee's performance towards the services provided.

2. Quality

- - Software functional quality reflects how well it complies with or conforms to a given design, based on functional requirements or specifications. That attribute can also be described as the fitness for purpose of a piece of software or how it compares to competitors in the marketplace as a worthwhile product;
 - Software structural quality refers to how it meets non-functional requirements that support the delivery of the functional requirements, such as robustness or maintainability, the degree to which the software was produced correctly. Structural quality is evaluated through the analysis of the software inner structure, its source code, at the unit level, the technology level and the system level, which is in effect how its architecture adheres to sound principles of software architecture.

3. Complexity

- - Done some difficult tasks in shortest possible time or on time or before expected time
 - Done some difficult tasks which are beyond their capability level

4. Innovation

- - Employee who has developed any new / innovative service(s) / product(s)
 - Developed any good reusable utilities / plugin(s)
 - Who has created good architecture (by keeping in mind its quality attributes such as fault-tolerance, backward compatibility, extensibility, reliability, maintainability, availability, security, usability, etc.)
 - Done some extra ordinary / difficult third party implementation(s) in some project(s)

5. Contribution in team

-

- Problem Solving
- Knowledge Sharing

6. Discipline & Sincerity / Commitment towards assigned work

- - Follow defined processes very strictly
 - Get things done on time or before time

Appreciation:

- Monetary reward for SOM is INR 5000/-
- Medal & Certificate of appreciation

"Outstanding Sale" Award (OS) :

Eligibility: All the sales / presales staff is eligible for this award.

3 such categories will be there under this,

1. Software - Sales (Local)
2. Software - Sales (International)
3. Data Center - Sales

Assessment Parameters:

- Employee who do maximum sale in a month.
- Employee who achieve targeted sales figures.

Appreciation:

- Monetary reward for OS is INR 5000/-
- Medal & Certificate of appreciation

"Behind The Scene" Award (BS)

Eligibility: All the support functions employees (of Client Servicing, Account, Billing, Admin, Infra, HR & Recruitment Team) are eligible for this award.

Assessment Parameters:

- Feedback from related employees / staffs
- Feedback from respective department head's / managers
- Feedback from mgmt.

Appreciation:

- Monetary reward for BS is INR 5000/-
- Medal & Certificate of appreciation

K) Salary and Benefits

Article Number: 80 | Rating: Unrated | Last Updated: Wed, Feb 4, 2015 at 6:07 PM
Terms & Conditions

Your compensation will be reviewed on an annual basis and your salary may be adjusted, depending upon various factors, including your performance during the preceding performance period.

Notwithstanding the above, you acknowledge that it is Company's policy to review the compensation payable to its employees for successive years and such compensation may be higher or lower than the compensation received for the previous year depending on various factors, including the overall performance of the Company.

Unless otherwise provided by Company, your salary shall be paid in monthly installments and in arrears. The total amount issued will be your salary less any statutory, standard, permissible or elected deductions or set-offs applicable to your employment.

In addition to your salary, you may receive other benefits, as applicable under the Company's benefits or similar policies. Company may, upon notice to you, at any time and in its sole discretion amend, suspend, vary and modify any of the terms and conditions of these benefits and/or policies. The compensation and/or benefits offered to you by the Company may be pro-rated depending on your effective start or effective termination date.

Salary Calculation

Article Number: 55 | Rating: Unrated | Last Updated: Wed, Jan 20, 2016 at 1:40 AM

How to calculate - Per day Salary/Wages ?

Some companies are following 28/30/31 days methods(that is all calendar days) and some companies are following 22 days(that is working days, with all 4 Saturdays OFF) methods. For example: TCS/Deloitte is following 22 days method, Capgemini/Cognizant is following 28/30/31 days method.

We are following first method that is working days method, so calculation is as follow:

365 Days in a year - 52 Sunday - 52 Saturdays = 261 Working Days

So, Per month Avg. Working Days is $261 / 12 = 22$ Days

That's why we use 22 days as base for calculating per day salary in every month.

So, Per Day Salary OR Wages = $\text{Monthly Salary} / 22 \text{ Days}$

Note: This way per day salary/wages is constant for all months, whether month is having 30/31/28 days.

How to calculate - No. Of Working Days ?

Company is giving 10/11/12 National Holidays every year (depending on different scenarios every year - sometimes holidays are coming on weekends so number is not same every year).

Example 1: You have joined in middle of month, and need to calculate your salary.

For example, let's say you have joined on 12th Jan, between 12th Jan to 31st Jan, there is one holiday (paid leave) on 26th Jan and 15 working days are there, then salary will be calculated as $(\text{Monthly Salary}) * (15+1) / 22$.

If you are absent for 2 days in between then salary will be calculated as $(\text{Monthly Salary}) * (15+1-2) / 22$.

Example 2: You have resigned, your last day is in middle of month, and need to calculate your salary.

For example, let's say your last day is 27th Jan, between 1st Jan to 27th Jan, there is one holiday (paid leave) on 26th Jan and 19 working days are there, then salary will be calculated as $(\text{Monthly Salary}) * (19+1) / 22$.

If you are absent for 2 days in between then salary will be calculated as $(\text{Monthly Salary}) * (19+1-2) / 22$.

Example 3: You have taken more leaves than available leaves in your account, and need to calculate your salary.

For example, let's say you have taken 4 leaves in a month of January, and you have 3 balance leaves which can be adjusted against it. There is one holiday (paid leave) on 26th Jan and 22 working days in January month then salary will be calculated as $(\text{Monthly Salary}) * (22+1-4+3) / 22$.

L) Travel and Expenses

You may be required to travel, whether in or around India or overseas, in connection with your employment with the Company upon short notice to you.

While travelling for work, your expenses and costs in connection with such travel and any other expenses incurred by you during the course of your employment will be reimbursed in accordance with the below travel and expense policy of Company.

Note: You are expected to keep your passport valid at all times.

Terms & Conditions

When you are going OR working at client site,

1) Travel Expenses

One Time Expenses: For any one time travel expense, you need to take prior approval from your department head before doing any such expense. If done without approval then it may get rejected if expense is unreasonable OR out of allowed limits.

Recurring Expenses: In first week only (when you are deployed to client place), you need to get approval on email for your recurring travel expenses from your department head that my per day OR per month expenses will be XYZ / ABC amount.

Note:

1) You can claim travel expenses for OFF ROUTE only. For example, if you are staying in Borivali / Thane and your permanent office location is Dadar (that is our head office). Now, assume you are going onsite at Churchgate / CST. Then you can claim travel expense from Dadar to Churchgate / Dadar to CST only (Not from Borivali to Churchgate / Thane to CST). This is called OFF ROUTE.

2) Please note, if approval is not taken and after spending money if you come and give details for reimbursement then it will not be considered.

2) Lodging & Boarding Expenses (One time as well as recurring expenses)

These expenses are applicable & payable only when company send you outside of your current city. Before going onsite, please discuss with your department head regarding these expenses & take approval on email so there should not be any dispute at end while reimbursement.

3) Misc Expenses (One time as well as recurring expenses)

Other expenses like Tickets / Internet Charges / Purchased any device OR any other require thing at client location - this need to be informed, taken approval on email from your department head then only you should do such expenses OR purchases.

Note: If you do any such expense OR purchase anything without formal approval on email then Company may decline such reimbursement request.

You need to send all such approved reimbursement requests for entire quarter together only. Reimbursement will happen at end of each quarter. We have divided a calendar year into 4 quarters as below:

Quarter	Duration
Q1	Jan to Mar
Q2	Apr to Jun
Q3	Jul to Sep
Q4	Oct to Dec

M) . Background Check(BGC)

Article Number: 8 | Rating: Unrated | Last Updated: Wed, Feb 4, 2015 at 10:41 PM

On the day of your joining, you need to bring following documents for Background Check (BGC),

BGC Documents List

Sr. No.	Particulars	No. Of Copies
1	Passport Size Photographs (with RED background only)	4
2	All Previous Company Reliving Letters & Experience Letters	1-1 Copy
3	Current Company Salary Slips of Last 3 months	1-1 Copy
4	SSC Mark-sheet & Passing Certificate	1-1 Copy
5	HSC Mark-sheet & Passing Certificate	1-1 Copy
6	Graduation - All Semesters Mark-sheets & Passing Certificate	1-1 Copy
7	Post Graduation - All Semesters Mark-sheets & Passing Certificate	1-1 Copy
8	Diploma OR Any additional course done - Mark-sheets & Certificates	1-1 Copy
9	Pan Card	1 Copy
10	Passport	1 Copy
11	DOB Proof	1 Copy
12	Address Proof for Present & Permanent address	1 proof for each address
13	Light Bill / Landline Telephone Bill / Original Society Maintenance Bill	1 Copy

Note:

1) You need to submit all these documents on first day of joining, due to any reason, if you are not able to bring some documents on first day then you will have to submit pending documents within 10 working days (i.e. 2 weeks time).

2) You need to bring all ORIGINAL (for verification purpose only) or need to submit attested photo copy of each documents whichever is feasible.

We welcome you to **NeoSOFT** and look forward to a long and mutually beneficial

association. For any queries, please contact Mr. Rohan Ghure at M: +91-8879699964 OR at E: rohan.ghure@neosofttech.com.

M) Confidentiality

Article Number: 23 | Rating: Unrated | Last Updated: Wed, Feb 4, 2015 at 6:11 PM
Terms & Conditions

You agree, as part of your employment here under, you will have access, directly or indirectly, to certain Confidential Information of Company and its affiliates and their employees, contractors and/or clients. At any time during the term of your employment, you agree to execute non-disclosure or similar agreements required by the Company and its affiliates and their employees, contractors and/or clients with respect to such Confidential Information.

During the term of your employment and thereafter, you shall:

1. hold the Confidential Information in the strictest confidence;
2. not disclose or use or attempt to use or disclose, the Confidential Information, except as expressly permitted by the Company and solely for the purpose of which such Confidential Information was disclosed to you;
3. not disclose or divulge the Confidential Information to or for the benefit any third person or entity without the prior authorization of the Company;
4. give prompt notice to Company of any actual or attempted unauthorized use or disclosure of the Confidential Information; and
5. return the Confidential Information, including any copies or reproductions, at Company request or upon termination of your employment. Your obligations under this Section shall remain in effect and survive any termination or expiration of your employment or these Terms of Employment. Company shall be entitled to immediate injunctive or similar relief upon a potential or actual breach of this Section by you, including in the event where you take up or attempt to take up employment with or act or attempt to act as consultant or contractor to, any person, who may be a competitor of Company, or take up or attempt to take up employment or contract with any person in a manner that may result in disclosure or misuse of Confidential Information.

What is "Confidential Information"?

"Confidential Information" means any proprietary or confidential information, work product (whether produced by you or other resources of the Company or provided to you by Company or on Company's and its affiliates' and their employees', contractors' and/or clients' behalf) designs, business information or plans, inventions, technical data, business strategies, trade secrets or know-how, in any media of Company, its affiliates and their employees, contractors and/or clients, whether oral or written or in electronic format, and whether marked as confidential or proprietary or not, including but not limited to, research, business plans, product plans, service offerings or services descriptions, projects or opportunities, proposals, Work Product or deliverables, computer programs and documentation, contractor, customer or client lists, software, developments, inventions, processes, formulas, technology, drawings, engineering plans, distribution and sales methods, sales and profit figures, finances, titles and descriptions of any patents or patent applications filed or which could be applied for in any country or jurisdiction, methodologies, training materials, personnel information and internal publications.

Confidential Information shall not include information which is publicly available.

Conflict Of Interest :

Article Number: 93 | Rating: Unrated | Last Updated: Wed, Feb 4, 2015 at 6:12 PM

During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

During your employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones, etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

Data Privacy Policy:

Article Number: 82 | Rating: Unrated | Last Updated: Wed, Feb 4, 2015 at 6:12 PM
Terms & Conditions

Company may, in connection with your employment, receive personal data relating to you or third parties associated with you (such as your spouse or children). Such data may be received from you, or from other sources, and some limited personal data may be recorded directly or indirectly by internal security systems or by other means. Company may process such data for the relevant and limited purposes specified in Company's data privacy policy ("Privacy Policy"). Further, Company may for these purposes transfer such data to any country in which NeoSOFT's worldwide organization does business. By signing these Terms of Employment, you consent to the terms and conditions of the Privacy Policy, as may be modified by Company at any time, and in its sole discretion, upon notice to, and you expressly consent to the following:

1. the processing of your personal data in accordance with the Privacy Policy;
2. the collection and processing of sensitive personal data about you to the limited extent and for the purposes described in the Privacy Policy;
3. the transfer worldwide of personal data held about you by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of

- business or by law; and use of your personal images and voices in marketing material, videos, etc.; and
4. treating any personal data to which you have access in the course of your employment strictly in accordance with the Privacy Policy and other Company policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes of which it was disclosed to you.

The reference to information “about you” or similar references, includes references to information about third parties, such as spouse and children (if any), which are provided by you or on your behalf.

Disclaimer :

Article Number: 104 | Rating: Unrated | Last Updated: Fri, Feb 27, 2015 at 2:19 PM

While the Company believes wholeheartedly in the plans, policies and procedures described herein, they are not terms or conditions of employment. The company reserves the right to modify, revoke, suspend, terminate, or change any or all such plans, policies, or procedures, in whole or in part, at any time, with or without prior notice, because of funding limitations, changing legal requirements, and other conditions or reasons.

Integrity & Honesty :

Article Number: 105 | Rating: 5/5 from 1 votes | Last Updated: Sat, Jun 13, 2015 at 2:52 PM

We are committed to the highest standards of openness, probity and accountability. Integrity and a high standard of ethics are fundamental to the Company’s beliefs and are to be upheld by all individuals employed by the Company. While representing the Company, each employee should make sure that he/she:

- Conducts oneself in a forthright and honest manner
- Is fair and considerate in all dealings
- Maintains professionalism and is courteous
- Respects the rights and dignity of all individuals as well as legal rights of all other businesses and organizations
- Uses Company name only in connection with authorized, legitimate business activities
- Uses Company resources in a manner consistent with the best interests of the Company
- Expects and Encourages Company’s chosen business partners and clients to maintain similar high standards of ethical conduct.

The Company does not tolerate any malpractice, impropriety, abuse or wrongdoing and any such instance, if noted by any employee should be disclosed without fear of reprisal. The Company will not tolerate any harassment or victimization (including informal pressures) of / against the disclosing employee and will take appropriate action to protect the employee when he/she raises a concern in good faith.

Intellectual Property :

Article Number: 81 | Rating: Unrated | Last Updated: Wed, Feb 4, 2015 at 6:12 PM

Terms & Conditions

You agree that any rights, title and interest whatsoever, including, but not limited to, patents, copyright, trade secret and design rights, mask rights, whether registerable or not, arising or created as a result of the development of and/or the application of any tangible or intangible work product or materials produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including, but not limited to, any invention, design, discovery, improvement, computer program, documentation, or other material which you conceive, discover or create during or in consequence of employment here under ("Work Product") shall belong exclusively to the Company. You hereby convey ownership in such rights, title and interest to Company and its affiliates upon inception or development.

All Work Product shall constitute a work(s) made for hire under all copyright acts. To the extent that any Work Product does not constitute a work made for hire under the foregoing laws, you hereby irrevocably assign all worldwide right, title, and interest (including without limitation, patents, copyright, trade secret, trademarks, design rights, contract and licensing rights) in such Work Product to Company and its affiliates. You retain no rights to use the Work Product and agree not to challenge the validity of Company's and its affiliates' ownership in the Work Product. You hereby forever waive all moral rights in the Work Product and any results or proceeds therefrom, even if after expiration or termination of your employment here under. If you have any rights to the Work Product that cannot be assigned to NeoSOFT or its affiliates, you hereby unconditionally and irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against NeoSOFT and its affiliates and their employees, contractors or clients with respect to such rights and grant to NeoSOFT and its affiliates an exclusive, irrevocable, perpetual, worldwide, sublicensable, fully paid-up and royalty free license to such Work Product, or part thereof. On termination or expiration of your employment or these Terms of Employment, you will deliver to Company all Work Product, including any parts or copies thereof completed, created and/or prepared up through the date of termination and all copies thereof.

You agree to, for no further consideration, execute any documents and take any other actions reasonably requested by Company and its affiliates and their clients and contractors to achieve the objectives of this Section (including waiver of any such rights including authors' special rights under Section 57 of the Copyright Act 1957). In the event that Company is unable for any reason, after reasonable effort, to secure your signature on any document needed to perfect the title of Company and its affiliates, you hereby irrevocably designate and appoint Company and its duly authorised officers and agents as your agent and attorney in fact to act for and on your behalf to execute, file and verify such documents and to do all other lawfully permitted acts with the same legal force and effect as if executed by you.

You agree that you will not violate or attempt to violate the intellectual property rights, interests or title of any third party. Your obligations under this Section shall remain in effect and survive any termination or expiration of your employment or these Terms of Employment. Company shall be entitled to immediate injunctive or similar relief upon a potential or actual breach of this Section by you.

Non-Compete, Warranties & Indemnification :

Article Number: 83 | Rating: Unrated | Last Updated: Wed, Feb 4, 2015 at 6:13 PM
Non-Compete

During the term of your employment or these Terms of Employment, you will not,

directly or indirectly, either alone or jointly with or as manager, agent, consultant or employee of any person, firm or company, engage yourself in any activity or business which could result in direct or indirect competition with the business of the Company.

Warranties

- You warrant that your employment Company will not violate or otherwise conflict with any agreement (oral or otherwise) to which you are or have been a party to.
- You warrant that you have satisfactorily completed all of your obligations under any employment contract or other contract or agreement with company(ies), person(s) or entity(ies) that previously employed or contracted with you and that any previous employment contract and/or relationships have terminated and/or expired prior the effective start date at the Company.
- You warrant that you have not and will not inappropriately, or attempt to, use or disclose any confidential or proprietary information obtained from a third party or otherwise.
- You warrant that you will comply with all of Company's policies and standards (including the Company's Code of Business Ethics) in effect from time to time and shall perform your services in a professional manner and in a manner consistent with the ethical and professional standards of Company or otherwise as applicable to the services provided by you hereunder.
- You warrant that you possess all the requisite certificates, licenses, permits, work visas, clearances to be able to lawfully and rightfully perform the services as required hereunder.

Indemnification

You agree to indemnify the Company and its affiliates for any losses or damages sustained by Company and its affiliates which is caused by or related to your breach of any of the provisions contained in this Terms of Employment

Non-solicitation

Article Number: 86 | Rating: Unrated | Last Updated: Wed, Feb 4, 2015 at 6:12 PM

Non-solicitation of Customer(s)

You shall not during the term of your employment with the Company and a period of three (3) years thereafter, without the Company's express written consent, either on your behalf or on behalf of another, directly or indirectly:

- Assist, aid, induce, facilitate or cause any customer or client of the Company who is an existing client or customer of the Company or who had been a customer or client or who becomes customer or client of the Company during your term of employment with the Company, to cease, terminate, discontinue either any part or whole of its business with the Company;
- Solicit the business of any current or future client, customer or licensee of the Company either for yourself or for any other organization.

Restriction on Joining a Customer

You agree that for a period of three (3) years following the termination / resignation of your employment with NeoSOFT for any reason, you will not:

- accept any offer of employment from any customer of NeoSOFT, where you had worked in a professional capacity with that customer in the three (3) years immediately preceding the termination / resignation of your employment with

- NeoSOFT;
- undertake a project or provide services to any such customer, either directly as an employee of the customer or as independent contractor or through any other company or agency, where you had worked in a professional capacity in the three (3) years immediately preceding the termination / resignation of your employment from NeoSOFT;

Note: In such solicitation events, according to non-disclosure agreement / confidential agreement signed at the time of joining, your liability under this agreement will be to the maximum extent permitted by applicable law to direct damages to Employer, OR minimum Rs.10,00,000/- for violation of this agreement.

Non-Solicitation of Employee(s)

You shall not during the term of your employment with the Company and any time thereafter, without the Company's express written consent, either on your behalf or on behalf of another, directly or indirectly abet, induce, facilitate, contact or deal with the employee(s) of the Company or its associated entities for the purpose of making such employee(s) leave the Company and/or hiring them either for yourself or for any other organization, entities, etc.

Other Terms & Conditions

Article Number: 84 | Rating: Unrated | Last Updated: Fri, Feb 27, 2015 at 2:20 PM

N) Retirement

You will retire from the services of the Company on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

Employment in India

In case, you are not a citizen of India, this offer / employment is subject to your obtaining a work permit and or any other permissions and / or documentation as prescribed by the Government of India for permanent employment with NeoSOFT.

Medical Certificate of Fitness

You are required to submit a Medical Certificate of Fitness (in the format prescribed by NeoSOFT), issued by a registered medical practitioner having a minimum qualification of MBBS, to the Induction co-ordinator.

Background Check

Your employment will be subject to a background check in line with NeoSOFT's background check policy. A specially appointed agency OR internal team will conduct internal and external background checks. Normally, such checks are completed within one month of joining.

If the background check reveals unfavourable results, you will liable to disciplinary action including termination of service without notice.

Severability

The parties acknowledge and agree that if any of the provision of this agreement is

deemed invalid, void, illegal, and unenforceable that provision stands severed from this agreement and the remaining provisions of this agreement shall remain valid and enforceable.

Publicity

You shall not use the name and/or trademark/logo of NeoSOFT, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the NeoSOFT group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/ deletions/ revisions to the article as are requested by the Company to protect its property/ interest/ reputation.

Non-Disparagement

During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

Dispute Resolution/Governing Law

The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, difference and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by NeoSOFT. The award of the Arbitrator shall be final and binding on Parties.

This Agreement shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

O) Our HR Philosophy

Article Number: 103 | Rating: 5/5 from 1 votes | Last Updated: Fri, Feb 27, 2015 at 1:52 PM

We at NeoSOFT are of the strong belief that our employees are our greatest assets.

It is our endeavor to motivate, and develop skills of every employee in a manner that leads to the optimum utilization of our Human Resources, subsequently resulting in the attainment of organizational objectives.

The following principles are of prime importance to us and, are, at all times, our constant guide in the framing and implementation of our people policies:

- Selecting the right person for the right job.

- Providing competitive salaries comparable to the best in the market.
- Maintaining a two way communication process.
- Imparting training to employees to develop their skills.
- Instilling a sense of teamwork and mutual trust.
- Treating all employees as equal.
- Encouraging employee participation
- Appreciating and rewarding good performances
- Motivating employees to achieve higher efficiency levels.
- Creating a helpful, healthy and warm organizational climate.

Resignation & Notice Period

Article Number: 15 | Rating: 4/5 from 1 votes | Last Updated: Wed, Feb 4, 2015 at 6:10 PM

Terms & Conditions

1) If you want to resign from job/position, you need to send resignation email from official email address to HR, your TL & manager.

Note:

1) Notice period will start from next working day.

2) Resignation email from personal email address will not be considered as valid.

2) Company may, in its sole discretion, accept or reject your resignation depending on certain situations / circumstances like,

- you are under bond
- you have given certain commitments for some client(s)/project(s)
- you have not given prescribe notice period as per company policy
- you have failed to do required handover

3) Notice period is 3 calendar months.

4) During notice period, no leave(s) are allowed, if due to certain emergencies like health issues OR any other important work, you need to take any leave(s) then your notice period will get extended by that many day(s).

5) No pending leaves will be adjusted against notice period or leave(s) taken during notice period.

6) There is no buyout option for this 3 months notice period, but company may, in its sole discretion, consider it depending on certain situations / circumstances like,

- you are on bench and company has enough employees of same skills for future client(s)/project(s)
- there is no dependency of any client(s)/project(s)

7) Once you resigns, company will hold your current month salary, which will be released after 3 months.

8) Once you resign, subsequent appraisal OR promotion will be put on hold OR will be canceled. For example, if you get OR eligible for appraisal from 1st Jan and if you resign before incremented salary is processed (10th of next month that is 10th of February) then appraisal will be canceled. You won't get any

appraisal OR promotion due to resignation.

9) On last day, you will get release letter from company, which you can use in next company for joining, experience letter will be given after 3 months with pending salary (refer point 7)

10) Company may hold above 2 things(pending salary and experience letter) on the occurrence of your:

- **Direct or indirect involvement with companies client(s)/prospect(s) unofficially / without company's awareness**
- **Direct or Indirect involvement in - stealing/theft/fraud in company, threatening/beating another employee, jeopardizing another employee, pressurizing another employee for leaving company, proposing job offer/business offer to another employee**

11) Even if you share your personal contact details with company's client(s)/prospect(s) in anyway during notice period then it will be considered as breach of confidentiality agreement and company may take further actions as mentioned in confidentiality agreement.

P) Termination

Article Number: 10 | Rating: 5/5 from 1 votes | Last Updated: Wed, Feb 4, 2015 at 6:11 PM

Terms & Conditions

The termination of employment can happen in two ways.

The first is called resignation. Resignation refers to an employee's voluntary decision to leave a position or job. This is also known as "**Voluntary Termination**". Second type of termination, known as "**Involuntary Termination**". This type of termination is referred to when someone is fired/relieved from employment due to below reasons.

1) Your employment shall terminate immediately:

(a) When you reach the age of sixty (60) years; You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves it right to change the retirement age.

(b) Upon Company giving you thirty (30) days notice of termination for any reason, with or without cause; Or Company may, in its sole discretion, terminate your employment immediately by paying your basic monthly salary in lieu of giving you such notice; and/or

(c) Upon Company's notice to you, if you are in breach of any of the terms contained herein or any of the Company's policies and you have failed to cure such breach within thirty (30) days of notice of such breach.

2) Company may terminate your employment immediately, with or without notice, on the occurrence of your:

(a) Direct or indirect involvement with companies client(s)/prospect(s) unofficially OR

without company's awareness for anything not related to company's work

(b) Embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company leave policy, unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of the Company's Confidential Information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors and clients;

(c) Engaging in misconduct (willful, intentional or otherwise) during or in connection with the performance of your obligations here under or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which Company believes, in its sole discretion, may affect the performance of your obligations hereunder, may affect the Company and/or its affiliates and their employees, contractors and/or clients or may otherwise bring the Company and/or its affiliates and their employees, contractors and/or clients any disrepute, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees, contractors or clients; and/or

(d) Involvement in any act of moral turpitude.

(e) Direct or Indirect involvement in - stealing/theft/fraud in company, threatening/beating another employee, jeopardizing another employee, pressurizing another employee for leaving company, proposing job offer/business offer to another employee,

(f) Attendance at the workplace under the effects of prohibited drugs or alcohol;

(g) The Employee refusing to carry out the Employer's lawful and reasonable instruction and conduct that causes imminent, and serious, risk to, the health, or safety, of a person; or the reputation, viability or profitability of the Employer's business.

(h) Poor Performance: An employee's performance will be considered inadequate or poor where the employee is repeatedly not meeting the requirements of the position (as set out in the employee's job description; contract or company policy). Poor performance may be observed by the employee's manager or other relevant person or may be the result of a formal performance evaluation.

(i) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquished of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from Company's payroll.

Consequences of Termination

(a) Upon termination or expiration of your employment, for any reason, or as otherwise requested by Company, you will return to the Company:

- Any property belonging to the Company, such as a laptop computer, mobile phone, access card and other devices with details of any passwords or user ids

- installed therein; and
- All Confidential Information and any Work Product, including any documents and information, of whatever description or in whatever form, tangible or intangible, in your possession, together with copies, notes or summaries of such documents and your own working papers which are derived of or based on such documents.

(b) Upon termination or expiration of your employment, for any reason, amounts due or payable, from, or to you by the Company shall be settled in full and an acknowledgment of such settlement shall be recorded in writing.

(c) Upon termination or expiration of your employment, for any reason, Company shall be entitled to, at its sole discretion, pursue any remedy available in law or in contract to ensure settlement of any amounts owed by you hereunder, including costs and expenses incurred towards your training. Further, Company shall be entitled to, at its sole discretion, withhold the relieving letter and all other documents regarding your employment hereunder.

(d) Any termination of employment or these Terms of Employment by Company shall be without any further liability of Company and its affiliates and their employees, contractors or clients to you or to your successors-in-interest or assigns.

(e) Company will hold your current month salary, which will be released after 3 months.

(f) On last day, you will get release letter from company, which you can use in next company for joining there, experience letter will be given after 3 months with pending salary (refer point (e)).

Note: In case of termination, due to non performance or otherwise, Company shall be entitled to, at its sole discretion, refuse to issue OR issue relieving letter & experience letter with negative remark in it.

Q) Bond / Commitment - Terms & Conditions

Article Number: 65 | Rating: 2/5 from 1 votes | Last Updated: Wed, Feb 4, 2015 at 6:09 PM

Objective

ONLY ONE - TO SUPPORT OUR BUSINESS MODEL

Like most IT companies in India (TCS / Infosys / Cognizant / etc.), we are also in outsourcing business (we are 100% service company) where clients hire us as their outsourcing partner / IT partner, hire different resources from us like Designers, Programmers, Testers, BA, PM, System Admin, etc. for their different IT needs either onsite OR offshore for stipulated period.

So, we need to deploy / allot resources accordingly. If resource leave before project is finished then its direct loss to client, as new resource will take time in understanding client's requirements / understanding existing code / etc. So, they ask for minimum commitment (3 / 6 / 12 months according to their projects' size) from us that resources deployed should work for them for that many months. Or else, there will be penalty of X amount if anybody leave early due to any reason.

We can do such agreement / accept their terms & conditions only when we know our

resources are committed to us.

This is why we take commitment from each employee, just to satisfy our business need.

Note: Only difference between us & TCS / Infosys / Cognizant / etc., is there only project manager has direct communication with client, so they have such agreement / commitment with senior levels only. Here, generally programmer is acting as project lead (as team size is small like 1 / 2 / 3), most of programmers are directly communicating with client, so we have such agreement / commitment at junior levels too.

Terms & Conditions

1) Once you are committed for 'X' no. of months, you can not resign before that.

2) If you want to resign for any reason, during your committed period then you need to pay bond penalty as well as need to serve required notice period (that is 3 months).

Note: Notice period is **MUST & NON-NEGOTIABLE** although you are ready to pay bond penalty. In worse scenario, if you won't be able to give 3 months notice period then you will have to pay 3 months salary (in addition to bond penalty) to company against required notice period. If you give 1 month notice period then you will have to pay 2 months salary (in addition to bond penalty) to company against remaining notice period. Notice period buy out option is subject to below conditions.

3) Company may, in its sole discretion, accept or reject your resignation (during your bond period) depending on certain situations / circumstances like,

- there is no dependency of any client(s)/project(s) on you
- hand over is possible or not for current assignments on which you are working or going to work
- if hand over is possible then whether company has enough resource(s) of same skills for handing over your client(s)/project(s)

R) Different Types of Leaves

Article Number: 2 | Rating: 3/5 from 1 votes | Last Updated: Wed, Jan 20, 2016 at 1:20 AM

What is Flash Leave(s)?

1) "Not Informed Leave(s)" are "Flash Leave(s)".

2) "Bridge Leave(s)" are "Flash Leave(s)".

3) Leave(s) taken without approval are "Flash Leave(s)".

Note: For each Flash Leave, 2 days salary will be deducted, it will not be adjusted against your pending Earned Leave(s).

What is Not Informed Leave(s)?

"Not Informed Leave(s)" means Sudden Sick Leave(s) OR Casual Leave(s) taken & Not informed to HR, TL & Sales Person(if applicable). Person should inform to all 3 members on their mobile numbers via call only before start time (Note: SMS / EMAIL will not be

considered),

e.g. - Your reporting time in office or at client side is 11 AM then

a) you should inform TL & Sales Person before 11 AM.

b) then you need to call either HR OR at reception desk and get your leave request logged in MIS before 11 AM.

If these things are not followed then leave(s) will be treated as "Not Informed Leave(s)".

What is Bridge Leave(s)?

"Bridge Leave(s)" means Sudden Sick Leave(s) OR Casual Leave(s) taken

- on first / last day of week (that is on Monday / Friday).

- on next / previous day of Holiday(s).

- on next / previous day of Approved Leave(s), means extending Approved Leave(s).

What is Sudden Leave(s)?

"Sudden Leave(s)" can be Sick Leaves OR Casual Leaves taken without application/approval through MIS i.e. Leaves taken without pre informing, but should inform HR, TL & Sales Person before start time. For example - your reporting time in office is 1 PM then you should inform HR, TL & Sales Person before 1 PM or else it will become "Not Informed Leave(s)".

What is Approved Leave(s)?

"Approved Leave(s)" means you have submitted your leave application in MIS and got approval from HR department on it, Application through emails & Approval on emails won't be considered. So make sure, you apply through MIS and get approval from HR on it.

Note: It shall be applied before minimum 5 working days(1 week), if applied after this then the supervisor/TL may use his/her discretion to convert this into "Flash Leave(s)".

What is Paid Leave(s)?

"Paid Leave(s)" is a situation in which the employee is away from the workplace with permission of the employer, but continues to receive salary or wages during that period of time. Company gives Paid Leave(s) in following situations,

- Due to certain emergency(of client/project), employee come/work on holiday(s)/weekend(s) to finish it.
- Due to certain emergency(of client/project), employee work overnight to finish it.

Paid Leave(s) will be given only if,

- Employee has taken permission from his/her TL before doing overtime.
- Employee has raised request in "MIS - Request to Add Paid Leave(s)" and taken

approval from his/her TL.

Then only HR will consider it and add that many Paid Leave(s) in his/her account.

Note: Paid Leave(s) is nothing but Earned Leave(s).

S) Leave Policies

Article Number: 14 | Rating: 5/5 from 1 votes | Last Updated: Wed, Jan 20, 2016 at 1:32 AM

Earned Leave(s)

Eligibility

All Employees of COMPANY will be eligible for Earned Leave(s). This will also include trainees and probationers.

Details

All employees are entitled for 18 days of Earned Leaves per year, 1.5 Earned Leaves per month.

Note:

1) Although Trainees OR Probationers are also getting 1.5 Earned Leaves every month, but they can't avail these Earned Leave(s) against any type of leaves (neither Sick Leave(s) NOR Approved Leave(s) NOR Sudden Leave(s)) during their training period OR during their probation period.

2) Trainees OR Probationers - who do any OT(s) during probation & get Earned Leave(s) against it, but they can't avail these Earned Leave(s) against any type of leaves (neither Sick Leave(s) NOR Approved Leave(s) NOR Sudden Leave(s)) during their training period OR during their probation period.

Such accumulated Earned Leave(s) will be credited in employee's account on completion of their training period OR on completion of their probation period, then they can avail it as follow.

It can be availed as follow:

- ELs can be availed as "**Approved Leave(s)/Vacation Leave(s)**"- minimum 1 day to maximum 15 days.
 - Anything more than 15 working days won't be approved & won't be adjusted against pending earned leave(s).
 - Employee can take vacation leave of more than 5 working days, once in a year (calendar year). Second or subsequent such leave won't be approved & won't be adjusted against pending earned leave(s).
- ELs can be availed as "**Sick Leave(s)**" - if its more than 1 day leave then it shall require medical certificate.
- ELs can be availed as Half Day(s) whenever anybody require, but it should be with approval from your TL & HR.
- ELs can be availed as "**Sudden Leave(s)**" - but employee will have to inform HR, TL & Sales Person(if applicable) before start time. If applied for after this

period the supervisor may use his/her discretion to convert this into "**Flash Leave(s)**".

Note: Employee can take maximum of 12 days of unplanned leaves (Sick Leave(s) + Sudden Leave(s)) in a calendar year. Anything more than 12 days of unplanned leaves (Sick Leave(s) + Sudden Leave(s)) in a calendar year, will be treated as Flash Leave(s).

Note: All leave(s) except "Sick Leave(s)" & "Sudden Leave(s)" need to be planned in advance and approval need to be sought at least one week prior to the date of start of leave, if applied after this then the supervisor/TL may use his/her discretion to convert this into "Flash Leave(s)". Please read [Different Types of Leaves](#) for more information.

Note: Although you have applied for leave(s) in MIS, but not got approval on leave application in MIS (due to any reason like your TL has not approved it / your sales person has not approved it / HR has not approved it / etc.), and if you go on leave without approval then it will be treated as "**Flash Leave(s)**" so make sure you take approval from concerned people, take approval in MIS then only go on leave.

Earned Leave(s) - Carry Forward to next Calendar Year

A maximum of 8 days of Earned Leaves can be carried forward to the next calendar year. Any balance in excess of 8 days will lapse at the end of the calendar year.

Note: Employee can encash maximum of 12 Earned Leaves out of total Earned Leaves at end of each calendar year before it gets lapsed.

For example, let's say one employee has 20 Earned leaves at end of calendar year then 8 will be carry forward to next calendar year and 12 will be encashed. But if anyone has more than 20 Earned Leaves let's say 25 Earned Leaves at end of calendar year then 8 will be carried forward to next calendar year, 12 will be encashed and remaining 5 will be lapsed.

Encashment amount will be calculated according to 1) Basic Salary OR 2) 65% of Gross Salary - whichever is lower.

Note: Encashment of OT is not applicable to the teams who need to be available on duty 24x7 like Support & Sales.

Limit - For Leave(s) in a Calendar Year

Employee can take maximum of 22 days leaves (that is 1 month) in any calendar year (including all kind of leaves: Sick Leave(s) + Approved / Vacation Leave(s) + Sudden Leave(s) + etc).

If any employee is taking 22 days (that is 1 month) OR more than 22 days of leaves in a calendar year then

- 1) He/she will loose 1 month variable pay
- 2) As well as next increment will be pushed ahead by 1 month

Note: Anything more than 22 days leaves in a calendar year, will be treated as Flash Leave(s).

Holidays

- At beginning of each year, company will announce Holiday List, employee can check that in MIS.
- Company at any time, can increase or decrease these Holidays, if require.

Overtime:

Article Number: 17 | Rating: 5/5 from 1 votes | Last Updated: Wed, Feb 4, 2015 at 6:02 PM

Terms & Conditions

Overtime can be

1. in form of few hour(s) in a day
2. working on weekend(s)/holiday(s)

1) Few extra hour(s) in a day

Eligibility: For some project(s)/client(s) emergency, employee work more than 9 hours with approval from TL's & Sales Person. Employee should take such approval on email before doing overtime.

Considerations: This will be considered either in coming appraisal cycle OR company may do extra payment for these hours but this purely depends on whether client has approved these extra hours & whether your TL / Sales Person has agreed for need of these extra hours.

2) Working on weekend(s) / holiday(s)

Eligibility: For some project(s)/client(s) emergency, employee work on Weekend(s)/Holiday(s) with approval from TL's & Sales Person. Employee should take such approval on email before doing overtime.

Considerations: Employee will get 1 paid leave against 1 day overtime done (complete 9 hours). If employee has worked less than 9 hours then it will be TL's prerogative to consider that as a full day OR half day depending on different scenarios like,

- work/task(s) was of only 6/7 hours only.
- employee finished it in less hour so went early with TL's permission.
- employee came only for attending some important call/meeting and went early with TL's permission.

T) Performance Improvement Program (PIP):

Article Number: 99 | Rating: 5/5 from 1 votes | Last Updated: Wed, Feb 4, 2015 at 6:00 PM

If it is found out during your probation period OR after probation period that you are lacking in skills / knowledge / technologies exposure which results into poor performance then Company, at it sole discretion, can put you under PIP (Performance Improvement Program) instead of firing you.

Note: An employee's performance will be considered inadequate or poor where the employee is repeatedly not meeting the requirements of the position (as set out in the employee's job description; contract or company policy). Poor performance may be observed by the employee's manager or other relevant person or may be the result of a formal performance evaluation.

Terms & Conditions

- This period can vary from minimum 1 month to maximum 3 months depending upon gap which need to be filled out & required skills which need to be learnt during PIP
- During this period, you may get less salary, based on gap between expected & actual capabilities
- Company, at its sole discretion, may terminate you during PIP OR after completing PIP, based on performance during PIP.

U) Probation Period

Article Number: 9 | Rating: Unrated | Last Updated: Wed, Feb 4, 2015 at 6:09 PM
Terms & Conditions

- You shall be on probation for a period of **one hundred and eighty (180) days** from the effective start date of your employment with Company.
- Company may, in its sole discretion, at any time extend this period of probation for an additional period of ninety (90) days upon notice to you.
- You acknowledge and agree that Company has offered you employment based on the specific information and records furnished by you or on your behalf. You will provide or arrange to have provided any information and/or grant any consent or permission required by Company and/or its agents from time to time to verify any such information and/or records and/or perform any background and/or reference checks. If, at any time, Company believes, in its sole discretion, that there is a discrepancy or inaccuracy in or with respect to any information furnished by you or on your behalf, including any information, documents or certificates provided as a proof of your qualifications and experience, or if you fail to cooperate with Company and/or its agents in conducting such verification and/or background and/or reference checks, Company may, in its sole discretion, elect to terminate or suspend your employment immediately.
- Unless otherwise communicated to you by Company, the probation period shall expire one hundred and eighty (180) days after your effective start date, unless the probation period is extended for an additional ninety (90) day period, in which case, the probation period shall expire two hundred seventy (270) days after your effective start date.
- Notwithstanding anything contained herein, during your probation period, Company may terminate your employment without giving any notice to you, with or without cause, and with or without stating any reasons whatsoever.
- If you desire to terminate your employment during the probation period, you shall provide Company ninety (90) days prior written notice with reasons for such termination.

Note: During probation period, employee is not allowed to take any leave(s) (except - sick leave(s) which are not under anybody's control). Although employee is getting one paid leave every month, still during probation period, employee can not utilize that during probation period. Sick leave(s)(or any types of leave(s)) taken during probation period won't be adjusted against pending paid leave(s).

V) Training :

Article Number: 94 | Rating: 3/5 from 1 votes | Last Updated: Wed, Feb 4, 2015 at 5:59 PM

During the term of your employment, the company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, then Company is likely to incur expenses including in relation to training costs, course fee, recruitment and induction costs, salary and other benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in training agreement and any other costs related to the training/certification.