

09/04/2022

Mr. Sharaaf Nazeer
2, Ansari Mosque Road, Oulvil,
Ampara

Dear Sharaaf,

Letter of Appointment
Post of: Associate Technical Lead

The Management of ConceptVines (Pvt) Ltd. (hereinafter referred to as the “**Company**”) is pleased to offer you the position of **Associate Technical Lead** of the Company effective from **09th May 2022** under the following terms and conditions;

1. RESPONSIBILITIES

- 1.1. In your substantive post of **Associate Technical Lead**, you are expected to contribute your knowledge and expertise to the best of your ability for the upliftment of the Company. The Board of Directors and/or the Management of the Company may call upon you to provide any or such services, which may contribute to the betterment of the organization as deemed necessary from time to time.
- 1.2. You are called upon to diligently and faithfully discharge all responsibilities and directives given to you and to give your time and attention towards the interest of the Company at all times.
- 1.3. You will be required to abide by and adhere to all applicable company policies and procedure manuals, employee manuals, or other written governing documents belonging to and utilized by the Company.
- 1.4. In your capacity as **Associate Technical Lead**, you will be required to perform the following duties and/or functions:
 - **Software Engineering Lifecycle activities**
 - **Technical Implementation of Solutions**
 - **Code reviews, design documentation and SDLC related activities**
 - **Activities and duties assigned by the reporting manager and/or employees of the company**

2. PROBATION AND CONFIRMATION

- 2.1. Your appointment will be subject to a probationary period of six (6) months commencing from the date on which this appointment takes effect.
- 2.2. The confirmation of your appointment will depend on your performance, attendance, conduct, discipline, general attitude towards the work that you are involved with and any other factors (including disciplinary and performance related) that the Company shall take into account.
- 2.3. The Company reserves the right to confirm your employment prior to the said six (6) month period, or extend the probationary period for further periods by written intimation to you at any time before the expiry of the probationary period.
- 2.4. The confirmation of your appointment shall only be done in writing. In the absence of such written confirmation, you will be deemed to continue to remain on probation.
- 2.5. During your probationary period (original or extended), the terms of employment and conditions of employment contained herein shall apply to you.
- 2.6. During your probationary period, the Company may terminate your employment at any time, for any reason, at the Company's sole and exclusive discretion, with or without notice.

3. REMUNERATION

- 3.1. You will be paid a Gross Remuneration of Rupees Three Hundred and Thirty Thousand Rupees (Rs. 330,000) per month which shall be inclusive of the following;
Basic salary - Rs. 330,000
- 3.2. Any increments and/or further allowances on your salary and/or reimbursements of certain expenses shall be at the sole and absolute discretion and prerogative of the Company.
- 3.3. The Company has the right to defer, stop or suspend your increments and/or further allowances on your salary and/or reimbursements of certain expenses at any time without notice for any reason.
- 3.4. The Company at its sole discretion, reserves the right to make payment directly into an Account opened in your name in a Bank nominated by the Company.

4. EMPLOYEES PROVIDENT FUND & EMPLOYEES TRUST FUND

- 4.1. You will be required to join the Employees' Provident Fund and contribute at the rate prescribed by the Employees' Provident Fund Act, from time to time. At present, the contribution by the employee is 8% of the total monthly earnings whilst the contribution by the employer is 12% of the total monthly earnings. The Company will in addition contribute 3% of your earnings to the Employees' Trust Fund.
- 4.2. For the avoidance of doubt, the Company will commence making the aforesaid statutory deductions/contributions from the first day of employment.

5. TERMS OF WORK

- 5.1. You will be expected to work from Monday to Friday, from 9.00 a.m. to 6.00 p.m. (Including a meal break).
- 5.2. However, the Company may at its discretion fix the hours of work, the interval for meals and/or rest and the time of commencement and termination of work and intervals and alter the same at its discretion.
- 5.3. You may be required to work extended days/hours of work if necessary. You may also be expected to be accommodative for work related calls with clients, that may fall outside the aforesaid working hours, as may be requested, and communicated to you by your reporting manager.
- 5.4. You may be required to work remotely. In such an event, the necessary hardware, access to infrastructure and internet allowance will be provided to you by the Company, for the purposes of executing your duties.
- 5.5. You shall not become involved in any business and/or activity that is likely to either directly and/or indirectly, be in conflict with the business and/or interests of the Company.

6. HOLIDAYS AND LEAVE

- 6.1. The Company leave year commences on the 1st of January of each year and ends on the 31st of December of the relevant year.
- 6.2. You shall be entitled to Holidays as provided for under the Shop and Office Employees Act No. 15 of 1954.
- 6.3. All leave, other than Medical Leave, should have the prior approval of the Head of Department/Company and must be taken on days mutually agreed upon by yourself and the Company.
- 6.4. **Annual Leave**

- I. For each calendar year (the period commencing on 1st January and ending on 31st December) during which period you have been in continuous employment, you are entitled to take Annual Leave in the following calendar year.
- II. At the end of the first year of employment, you will qualify for proportionate leave as follows;
 - a) Annual Leave of 14 days if the employment commenced on or after 1st January but before 1st April;
 - b) Annual Leave of 10 days if the employment commenced on or after 1st April but before 1st July;
 - c) Annual Leave of 07 days if the employment commenced on or after 1st July but before 1st October;
and
 - d) Annual Leave of 04 days if the employment commenced on or after 1st October.
- III. At the end of the second or any subsequent year of employment during which you have been in continuous employment, you shall be entitled to 14 days of Annual Leave with full remuneration.
- IV. Any unused annual leave may be carried forward to the next year, with the express written consent of your reporting manager. Upon requesting such consent, you will be required to provide explanations relating to significant work-related reasons as to why the annual leave was not used within the relevant year.
- V. You will best endeavor to take all annual leave within the relevant year in the best interest of your health and well-being.

6.5. **Casual Leave**

- I. You shall be entitled to Casual Leave in the following manner;
 - a) First year of employment - Half a day per month.
 - b) Second or any subsequent year of employment - Seven (07) days per calendar year.
- II. You will be entitled to casual leave subject to receiving prior approval. No more than two (02) days of casual leave shall be taken at a time.

6.6. **Medical Leave**

- I. You shall be entitled to such Medical Leave as may be decided in the sole discretion of the Company.
- II. The Company reserves the right to request evidence of your medical condition and you are under an obligation to comply with such requests without any undue delay.
- III. In the event you wish to utilize medical leave, you shall notify the Company of the same in writing at your earliest possibility.

7. PLACE OF WORK AND TRANSFERS/SECONDMENTS

7.1. Your place of work shall be determined by the Company from time to time. The management of the Company at its sole discretion may transfer and/or second you to any other department/unit/branch of the Company or any other Company within the group which is currently in existence or which maybe setup in the future. You are required to work in any part of Sri Lanka or overseas as required by the Company.

8. TERM, RESIGNATION AND TERMINATION

8.1. Your employment period shall commence on the aforementioned date and shall continue until terminated by either you or the Company, in accordance with this Letter of Appointment.

8.2. Your employment may be terminated by you by providing the Company with two (02) months' prior written notice.

8.3. Your employment may be terminated by the Company with one month's notice to you or the payment of one month's salary to you in lieu of such notice.

8.4. Provided that the Company may terminate your employment at any time without notice or payment on grounds of misconduct (disciplinary or otherwise) and/or negligence and/or inefficiency and/or poor performance, and/or breach of any expressed or implied term and/or condition of your employment.

9. RETIREMENT

9.1. The age of retirement shall be 60 years and on reaching this age, unless otherwise expressly stated so in writing by the Company, your employment with the Company shall *ipso facto* cease.

9.2. You shall not be entitled to any notice in this regard.

10. SUSPENSION

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

11. CONFIDENTIALITY

11.1. You shall not at any time during or after your employment with the Company;

- I. Reveal any of the affairs and/or secrets and/or information of the Company to any other person(s) (legal or natural) nor use or attempt to use any information which you may acquire in the course of your employment in any manner which may injure and/or cause loss and/or damage financially and/or otherwise to the Company;
- II. Solicit, entice or cause whether directly or indirectly on your own behalf or on behalf of another party or in conjunction with another party, current employees of the Company to leave the Company's employment in order to work for or with another entity.

11.2. You shall not directly or indirectly, misappropriate, divulge or make use of any trade secrets and information concerning the clients, suppliers and business partners of the Company with any third party outside the scope of your employment without the prior written approval of the Company.

You agree to return all confidential information within three (03) calendar days following the termination of your employment for any reason to the Company. To the extent you may maintain confidential information in electronic form on any computer or any other electronic devices owned by you, you agree to irretrievably delete all such information and to confirm the fact of such deletion in writing within three calendar days from the termination of employment with the company for any reason. You also agree to return all property in your possession at the time of the termination of your employment with the Company including but not limited to all computers, mobile phones, electronic devices, internet dongles/routers, documents, records, tapes and other media of every kind and description relating to the business of the Company and/or its customers and/or its clients and/or its suppliers and/or its vendors and any copies, in whole or in part, whether or not prepared by you, all of which shall remain the sole and exclusive property of the Company.

12 INTELLECTUAL PROPERTY

12.1 You accept and agree that ConceptVines LLC (being the Parent company of the Company, i.e., ConceptVines (Pvt) Ltd.) shall own, all right, title and interest (including patent rights, copyrights, trade secret rights, trademark rights, and all other intellectual, technological and industrial property rights of any sort throughout the world) relating to any and all work (whether or not patentable), works of designs, know-how, ideas, procedures, methods and information authored, created, contributed to, made or conceived or reduced to practice, in whole or in part, by you during your period of employment in which you have or were employed by or affiliated with the Company or any other member of the Company ("**Intellectual Property**"). You also agree to promptly disclose all such Intellectual Property to the Company.

12.2 Without prejudice to Clause 1 above, in the event any Intellectual Property should accrue in your favor, you agree to without any condition and/or qualification whatsoever, assign and/or transfer all rights, title and interest arising from such Intellectual Property in favor of ConceptVines LLC.

13 NON-COMPETITION

13.1 You agree that during the term of your employment with the Company and for 24 months after the termination thereof, regardless of the reason for the termination of employment, you will not directly or indirectly, anywhere in Sri Lanka, on behalf of any competitor perform the same or substantially the *same job description*. For the avoidance of doubt, the *same job description* means the development of software similar to the software developed by the Company.

13.2 You also agree that during the term of your employment with the Company and for 24 months after the termination thereof, regardless of the reason for the termination of employment, you will not directly or indirectly solicit or attempt to solicit any business from any of the companies, customers, clients, suppliers, vendors, principals, agents, contractors etc. with whom you have had contact during the employment with the Company.

14 GENERAL CONDUCT

14.1 You shall serve the Company exclusively, faithfully and perform all lawful commands, order and directions, whether written or oral, that may be given to you from time to time on behalf of the Company;

14.2 You shall comply with all applicable policies, requirements, directions, requests, and rules of the Company.

14.3 You shall not at any time, during or outside working hours whether at the workplace or outside the workplace commit any act, or become involved in any situation or occurrence, that may reflect unfavorably on the Company's reputation, bring the Company into public scandal, or subject the Company to ridicule, as determined solely by the Company, including but not limited to matters of moral turpitude, theft, fraud, or deceit that is likely to cause or to be calculated to cause damage to the reputation and/or business of the Company.

14.4 You shall not receive or accept whether directly or indirectly any profit and/or commission and/or any other gain arising out of or from any business enterprise, undertaking or any contract in relation to the Company and/or its associates and/or subsidiary companies.

14.5 Violation of this Paragraph may subject you to disciplinary action, including, without limitation, the termination of your employment.

14.6 You shall serve the Company to the best of your ability and skill to promote the Company's interest and devote your full time to such purpose.

14.7 You shall be regular and punctual in your attendance.

14.8 You shall be responsible for the safety, proper use and maintenance of the property of the Company entrusted to you in the ordinary course of the performance of your functions.

15 DEFINITIONS

15.1 Business of the Company means, the business the Company is engaged in at the time of employment of the employee and at the time of termination of the employment.

15.2 Competitor includes any Company, cooperation, partnership, joint venture or a person that develops, manufactures, markets, distributes, provides and/or sells any of the products and/or services provided by the Company when doing the business of the Company.

15.3 Confidential information means information about the company and its customers, clients, suppliers, vendors, principals, agents, contractors and the business of the Company and the policies and management decisions of the Company which are generally not known outside of the Company. Confidential information may include, without limitation (1) Terms of employment (2) Business policies, finances and business plans of the Company (3) Financial projections, Periodical forecasts and sales targets of the Company (4) The market share of the Company (5) Manufacturing and/or production and/or sales information relating to the Business of the Company (6) The pricing structures, production manuals, production strategies, marketing strategies, production and/or manufacturing methods of the Company (7) Names and/or contact details of customers, clients, suppliers, vendors, principals, agents, contractors.

16 SEVERABILITY

16.1 This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

If you are agreeable to the above terms and conditions of the appointment, kindly confirm your acceptance by signing and returning the duplicate copy of this letter for our file and records.



Signed for and on behalf of
CONCEPTVINES (PVT) LTD.

Acceptance of Appointment

I, Sharaaf Nazeer have read, understood and accepted the terms and conditions of service as stated in the above Letter of Appointment. I declare and confirm that I agree to the appointment.



Signature

12/04/2022

Date