Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mr/Miss \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Dear \_\_\_\_\_\_\_\_\_\_,

On behalf of **Nexelus**, I am pleased to extend to you the following offer of employment as a **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.** This agreement supersedes any and all previous employment agreements, with the key points as outlined below and in **Attachments “A” through “C”** which follow.

|  |  |
| --- | --- |
| **Start date** |  |
| **Reports to** |  |
| **Location** |  |
| **Compensation** | Rs. 999,999/- (Rs. Nine hundred ninety nine thousand nine hundred ninety nine and 00/100) per month, inclusive of all government taxes, paid monthly according to **Attachment “B”** pay schedule. Your performance will be reviewed after three months of your employment, based on the satisfactory performance your position will be confirmed and based on your successful evaluation, your salary may be revised to 999,999/- (Rs. Nine hundred ninety nine thousand nine hundred ninety nine and 00/100) inclusive of government taxes. Then onward your salary may be revised based on company’s performance and the performance exhibited by the individual on annual basis from the last date of increment. |
| **Job Description** | Please read the attached document as **Attachment “A”** |
| **General Provisions** | You agree to abide by all of the general provisions that govern this agreement and are shown in **Attachment “C”** of this agreement. |

This offer is contingent upon verification of the information in your employment application, satisfactory reference checks, and your acceptance of our policies and procedures regarding our employment relationship. Please finalize your acceptance of this offer by initialing the bottom of each page of this letter **(including each page of Attachment A through D inclusive)** where indicated, as well as signing the “Acceptance Clause” at the end of this letter. Return the signed letter to: ***Human Resource Manager, Nexelus, [Address of the hiring office location]*.** This offer is good for 7 days from the date of this offer. It is understood and agreed that if **Nexelus** does not receive your signed acceptance by the due date indicated above, this offer shall expire.

**We are very excited about having you join our Nexelus team and look forward to working with you*!***

Sincerely,

Name

Title

Nexelus

|  |
| --- |
| ***ACCEPTANCE CLAUSE:*** My signature below indicates that I have read, understand and accept the terms and conditions which have been outlined in this offer letter and all of its Attachments A through C which Follow*.* |
| **Employee Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**ATTACHMENT A**

|  |
| --- |
| **Roles & Responsibilities** |
|  |
| Following are the Responsibilities: -   * t |
|  |

**ATTACHMENT B -- Pay and Benefits**

|  |  |
| --- | --- |
| **Pay Schedule** | |
|  | |
| **General** | 1) All employee wages, salaries, commission and bonuses are paid through payroll.  2) Designated payday is the **first (1st) day** of the month. This payroll compensates for work performed in the prior month.  3) You may have your paychecks transmitted via **Direct Deposit** to your bank checking and/or savings account. |

|  |  |  |
| --- | --- | --- |
| **Benefits Summary** | | |
| *The following is a summary of the major benefits for which your position is eligible.* | | |
| **Benefit** | **When Eligible** | **Summary Description** |
| **Vacation Time (\*)** | After 1 year of employment, then on an anniversary year basis thereafter. | Accrued each pay period, and usable as accrued.  ***Years of Accrued Per***  ***Employment Pay Period***  1 6.666 hours (equal to 80 hours a year maximum)  2 8.00 hours (equal to 96 hours a year maximum)  3 3 and over 12.00 hours (equal to 120 hours a year maximum) |
| **Holidays(\*)(\*\*)** | As of date of hire, on a calendar year basis. | • All national (not local) days off as per the schedule |
| **Medical** | After successful completion of probation period | As per policy attached as Annex. I |
| **(\*)** Paid time calculated off of base wage or salary only.  **(\*\*)** Unused paid time does not carry over and has no monetary value upon termination of employment. | | |

**ATTACHMENT B: GENERAL PROVISIONS**

|  |  |  |
| --- | --- | --- |
|  | | |
| **This agreement is made solely between Nexelusand the undersigned. No other party/person/blood relation on behalf of employee is permitted to discuss any clause of the contract during the employment or at/after the termination of this contract.**  You understand and agree that this offer is subject to all of the following general provisions A through M listed below: | | |
| **A.**  **Employment**  **Status** | Your employment with **Nexelus** is “at will,” which means that it may be terminated for any reason, with or without cause, with a 30 days’ notice, at any time by either you or the Company in writing. The “at-will” nature of this employment relationship is the complete statement of the relationship in that no other part of this letter, or any other Company documents or oral or written statements issued by any Company representative can vary the “at-will” nature of this relationship. Similarly, neither the presence nor absence from time to time of disciplinary procedures, such as warnings or probation, shall alter the “at-will” nature of your employment relationship with **Nexelus**. | |
| **B.**  **Business**  **Conduct** | 1) During your employment by **Nexelus**, you agree not to act in any manner contrary to the best interests of the company, its parent, subsidiaries, affiliated companies, business partners, or its employees.  2) During your employment by **Nexelus**, you will not (other than specifically allowed in writing by **Nexelus**) engage in, or have any financial interest in, or render any service in any capacity to any competitor, customer, business partner or supplier of **Nexelus**, and forever thereafter. You will, upon demand (or termination of your employment) immediately return all Company property and you will not (other than specifically allowed in writing by **Nexelus**) solicit or encourage a Company employee to work elsewhere (will be subject to Nexelusfiling in the court of law and claiming subsequent damages including lawyer and court fees) or disclose or use any trade secret or confidential information of **Nexelus**, its parent, subsidiaries, customers, business partners or affiliated companies. You understand that the term “trade secret” or “confidential information” means any formula, pattern, compilation, program, device, method, technique or process and includes, without limitation, all other information concerning **Nexelus**, any parent, any subsidiary, any affiliate, any supplier, any business partner or any customer (including, but not limited to, information regarding the peculiarities, preferences and manner of doing business) that is not generally known to the public or to other persons.  3) You also agree that your remedy at law for your breach of this paragraph is inadequate and that **Nexelus**, in addition to any other remedy, can seek appropriate injunctive relief from an appropriate Islamabad court or arbitrator, at its election. | |
| **B1 Working Conduct** | 1) The Company may require you to perform a reasonable amount of work in addition to your normal hours of work, depending on the needs of the business/project/deliverables/timelines.  2) For the avoidance of doubt, any overtime worked over and above your regular hours are not included within your salary. No additional payment is made for overtime worked, including weekends, holidays and/or regular days, over and above your regular hours. | |
| **C.**  **Company**  **Policies** | You will be subject to, and you will adhere to all of **Nexelus**’s policies which are generally applicable to **Nexelus**’s employees, contractors, consultants and other service providers including but not limited to, all policies relating to standards of conduct, conflicts of interest and compliance with the Company's rules and obligations. You represent that you have no agreement with or obligations to anyone or anything that would in any way conflict with any of your obligations contained in this agreement. Further, you will immediately notify **Nexelus** in writing of any other employment or work that you accept during your employment with **Nexelus**. | |
| **D.**  **Confidentiality** | 1) Although you are free to disclose the amount of your wages, you agree not to disclose the other contents of this document or to disseminate any other information about this document to any party with the exception of government authorities or legal counsel. This obligation shall survive the execution of this agreement and shall extend for a period of two (2) years from the date of execution thereof.  2) You acknowledge that you will receive from **Nexelus** certain confidential trade  information about **Nexelus**, its parent, subsidiaries, customers, business partners or affiliated companies, operations including, but not limited to, customer identity, contractual terms, pricing and sourcing information and business planning data. You agree not to disclose any such confidential information to any entity or person during the course of your employment. This obligation shall survive the execution of this agreement and shall extend for a period of five (5) years from the date of execution thereof.  3) You further acknowledge that during the course of employment and/or contract you will either receive or be previewed to certain confidential information, which is not public knowledge, about either **Nexelus**, its parent, subsidiaries, customers, suppliers, business partners or affiliated companies, including, but not limited to intellectual property, proprietary software, applications, templates, know-how, methodologies, etc. You agree that this confidential information is the sole property of either **Nexelus**, its parent, subsidiaries, customers, business partners or affiliated companies, including all copyright, patent, trademark, and all other property rights therein, and that you will not disclose or make this information available to any person, business, or collectively any third party. This obligation shall survive the execution of this agreement and shall extend thereafter forever from the date of execution thereof.  4) You agree that you will neither bring any proprietary documents from your previous  employers to **Nexelus**, nor will you breach any contractual obligations you may have with any previous employer regarding proprietary information.  5) In cases where a question exists about the appropriateness of information disclosure, you agree to obtain the prior approval of Human Resources. | |
| **E.**  **Conflict of**  **Interest** | You agree that during the course of your employment, you will not, directly or indirectly, compete with **Nexelus**, its parent, subsidiaries, business partners or affiliated companies, in any way, nor will you act as an officer, director, employee, consultant, over five percent (5%) shareholder, lender or agent of any entity which is engaged in any business in which **Nexelus**, its parent, subsidiaries, business partners or affiliated companies, is now engaged or in which **Nexelus**, its parent, subsidiaries, business partners or affiliated companies, becomes engaged during the term of your employment. Any apparent conflict of interest must be disclosed to Human Resources for evaluation either at time of employment or at the time that a conflict becomes known or suspected. | |
|  | You agree to adhere to the following guidelines in the event that your employment is terminated by either you or **Nexelus** for any reason: | |
|  | **Effective Period from Date of Termination** | **Prohibited Action** |
| **F.**  **Non-Compete**  **Agreement** | **Forever**  **Thereafter** | Engaging in “unfair competition.” “Unfair competition” includes misleading advertising, use of **Nexelus**’, its parent’s, subsidiaries’, customer’s, business partners’ or affiliated companies’, publicity in a misleading manner, interfering with the business of **Nexelus**, its parent, subsidiaries, customers, business partners or affiliated companies, misuse of confidential information belonging to **Nexelus**, its parent, subsidiaries, customers, business partners or affiliated companies, and wrongful appropriation of any trade secrets of **Nexelus**, its parent, subsidiaries, customers, business partners or affiliated companies. Some specific examples of unfair competition include:  • Soliciting the clients or customers of **Nexelus**, its parent, subsidiaries, customers, business partners or affiliated companies, with confidential information obtained from **Nexelus**.  • Soliciting clients or customers from any trade secret list of  **Nexelus**, its parent, subsidiaries, customers, business partners or affiliated companies.  • Breach of an employment covenant not to use **Nexelus**’s trade secrets to compete.  • Use of deceptive or unfair methods to induce **Nexelus**’ employees to leave, thus affecting **Nexelus’** ability to operate its business.  • Divulging confidential matters or trade secrets to a competitor or third  Party after termination of employment. |
|  | **90 Calendar**  **Days** | In the event that either you or **Nexelus**terminate your employment at any time and/or for any reason, you agree that you shall not lawfully compete with **Nexelus.** You further agree that you shall not contact, solicit or cause to be contacted or solicited, by telephone, fax, letter, visit, mailer or any other communication medium, any client, customer, supplier or business partner of **Nexelus** with which you had contact during your employment. |
|  | **180 Calendar**  **Days** | You agree that neither you, your employer, nor any related entity you may establish will, solicit or recruit any current **Nexelus**e mployee for either regular employment or a consulting assignment for a period of **one hundred and eighty (180) calendar days** following your termination from  **Nexelus**for any reason. |
| **G.**  **Waiver** | Waiver by **Nexelus** of any of its policies on any occasion shall not be deemed to be a waiver on any other occasion. | |
| **H.**  **Governing Law** | It is the intention of you and **Nexelus**(“the parties”) that the validity and enforceability of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties shall be governed by, and construed in accordance with, the internal substantive laws of the country in which you are employed. | |
| **I.**  **-Entire**  **Agreement** | 1) This Agreement and any attachments supersede any and all agreements, either oral or written, between the parties hereto with respect to any employment by **Nexelus** in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.  2) In addition, and without derogation of the generality of the foregoing, it is specifically  acknowledged that there have been no assurances or promises of eventual ownership  interest in connection with the employment. Any modification of Attachment B of this  Agreement will be effective only if changes are agreed upon in writing and signed by both parties. Modification of Attachments A-B of this Agreement may be made prospectively and unilaterally by **Nexelus** at any time; provided that such modifications will be made in writing. | |
| **J.**  **Partial**  **Invalidity** | If any provision of this Agreement, or portion thereof, is held by a court of competent  jurisdiction to be invalid, void or unenforceable, the remaining provisions, or portions of  provisions, will nevertheless continue in full force without being impaired or invalidated in any way. | |
| **K.**  **Dispute**  **Resolution**  **EMPLOYEE ALSO**  **INITIALS HERE:**  **\_\_\_\_\_\_\_\_\_\_\_\_\_** | 1) Arbitration shall be the exclusive remedy for any dispute arising out of or related to the employer/employee relationship, including disputes concerning or related to the termination of the employer/employee relationship, and whether such disputes are based upon alleged violations of contract, statute, constitutional or other common-law rights or obligations. Such arbitration supplants, replaces and waives any right that the employee or the Company may have to pursue any dispute, claim or controversy relating to employment with, or as a result of the termination of employment from, the Company (including claims for employment discrimination and harassment), in any court, agency, tribunal or other forum, *INCLUDING A CIVIL ACTION BEFORE ANY Court*.  2) Except to the extent specifically modified herein, all arbitrations under this policy shall be conducted in accordance with arbitration rules of Pakistan.  3) Subject to any remedy to which the prevailing party may be entitled to under the law, in any arbitration conducted under this policy, each party shall pay the fees of his or her own attorneys (if any), and shall share equally the costs of the arbitration, including but not limited to, the fees of the arbitrator and the costs of a court reporter for the hearing.  4) The Arbitrator shall be empowered to award either party any remedy at law or in equity that the prevailing party would otherwise have been entitled to had the matter been litigated in court, including but not limited to, general, special and punitive damages, and injunctive relief; *provided*, however, that the authority to award any remedy is subject to whatever limitations, if any, exist in the applicable law on such remedies. The arbitrator shall have no jurisdiction to issue any award contrary to or inconsistent with law.  5) In any arbitration conducted pursuant to this policy, either party may request the presence of a court reporter for the hearing, the costs of which shall be allocated as provided in paragraph 3 above. Following the evidentiary portion of the hearing, either party shall have the right to prepare and file with the arbitrator a post-hearing brief, not to exceed fifty (50) pages in length. Any such brief shall be served on the arbitrator and the other party within thirty (30) days of the close of the evidentiary portion of the hearing, unless the parties agree to some other time period. Either party may also request and shall be granted one extension of this time period not to exceed fifteen (15) days. The arbitrator shall have the authority to grant other extensions, or to increase the page limitation set forth above, upon the request of any party for good cause shown.  6) Any disputes concerning the enforcement, scope, and/or applicability of this policy shall in the first instance be determined by the arbitrator. Should either the Company or an employee disregard this arbitration policy and pursue an action subject hereto in any court or administrative agency, upon application of the aggrieved party to a court of competent jurisdiction, the court shall order the matter to arbitration and shall award the prevailing party in any such hearing its reasonable costs and attorney’s fees incurred in connection therewith.  7) Any arbitration conducted pursuant to this provision shall take place in Islamabad, Pakistan unless otherwise agreed to by the parties in writing.  8) Should any part of this dispute resolution procedure be declared by a court of  competent jurisdiction to be invalid, unlawful or otherwise unenforceable, the remaining parts shall not be affected thereby, and the parties shall arbitrate their dispute without reference to or reliance upon the invalid, unlawful or unenforceable part of the agreement. | |
| **L.**  **Legal Review** | 1) You understand that you can have your legal counsel review this Agreement prior to your signing it if you deem such review to be necessary. | |
| **M.**  **Dress Code** | 1) Formal dress code must be followed in office at all times during Monday-Friday  2) No “Shalwar-Qamiz” is allowed for male staff on normal workdays during Monday-Friday  3) Working on a non-working day and/or public holiday the casual dress code may be observed | |

|  |  |
| --- | --- |
| **ATTACHMENT C: PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT** | |
| Like all Nexelus employees, you will be required, as a condition to your employment with Nexelus, to sign Nexelus' standard Proprietary Information and Inventions Agreement: | |
| **1.** | I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement or my employment with Nexelus . I will not violate any agreement with or rights of any third party or, except as expressly authorized by Nexelus in writing hereafter, use or disclose my own or any third party's confidential information or intellectual property when acting within the scope of my employment or otherwise on behalf of Nexelus. Further, I have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by me. |
| **2.** | Nexelus shall own all right, title and interest including patent rights, copyrights, and trade secret rights and all other intellectual and industrial property rights of any sort throughout the world relating to any and all inventions whether or not patent able, works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by me during the term of my employment with Nexelus to and only to the fullest extent allowed by law. I hereby make all assignments necessary to accomplish the foregoing. I shall further assist Nexelus, at Nexelus' expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint Nexelus as its agents and attorneys-in-fact to act for and in my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me. If anything created by me prior to my employment relates [in any way] to Nexelus' actual or proposed business, I have listed it on Appendix A. If I use or disclose my own or any third party's confidential information or intellectual property when acting within the scope of my employment or otherwise on behalf of Nexelus, Nexelus will have and I hereby grant Nexelus a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sub licensable right and license to exploit and exercise all such confidential information and intellectual property rights. |
| **3.** | I agree that all Inventions and all other business, technical and financial information including, without limitation, the identity of and information relating to customers or employees I develop, learn or obtain during the term of my employment that relate to Nexelus or the business or demonstrably anticipated business of Nexelus or that are received by or for Nexelus in confidence, constitute “Proprietary Information.” I will hold in confidence and not disclose or, except within the scope of my employment, use any Proprietary Information. However, I shall not be obligated under this paragraph with respect to information I can document is or becomes readily publicly available without restriction through no fault of mine. Upon termination of my  employment, I will promptly return to Nexelus all items containing or embodying Proprietary Information (including all copies), except that I may keep my personal copies of (i) my compensation records, (ii) materials distributed to shareholders generally and (iii) this Agreement. I also recognize and agree that I have no expectation of privacy with respect to Nexelus' telecommunications, networking or information processing systems including, without limitation, stored computer files, e-mail messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice. |
| **4.** | I agree that this Agreement is not an employment contract for any particular term and that I have the right to resign and Nexelus has the right to terminate my employment at will, at any time, for any or no reason, with or without cause. In addition, this Agreement does not purport to set forth all of the terms and conditions of my employment, and, as an employee of Nexelus, I have obligations to Nexelus which are not set forth in this Agreement. However, the terms of this Agreement govern over any inconsistent terms and can only be changed by a subsequent written agreement signed by the President of Nexelus |
| **5.** | I agree that my obligations under paragraphs 2 and 3 of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that Nexelus is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine. My obligations under paragraphs 2, and 3 also shall be binding upon my heirs, executors, assigns, and administrators and shall inure to the benefit of Nexelus, its subsidiaries, successors and assigns. |
| **6.** | Any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of Pakistan without regard to the conflict of law provisions thereof. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable Pakistani law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms. I also understand that any breach of this Agreement will cause irreparable harm to Nexelus for which damages would not be an adequate remedy, and, therefore, Nexelus will be entitled to injunctive relief with respect thereto in addition to any other remedies. |

**This agreement is made solely between Nexelus and the undersigned person. No other party/person/blood relation on behalf of employee is permitted to discuss any clause of the contract during the employment or at/after the termination of this contract.**

**I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT ONE COUNTERPART WILL BE RETAINED BY NEXELUS AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.**

**Acceptance**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby solemnly declare that I have carefully read the terms and conditions of my employment as set out in my appointment letter of which this is a true copy. By signature hereunder I confirm that I fully accept the said terms and conditions.

|  |  |
| --- | --- |
| Date |  |
| Signature |  |
| Name (in blocks) |  |
| Full Address |  |
|  |  |
|  |  |
|  |  |
| Telephone (Res) |  |
| Telephone (Cell) |  |
| CNIC # |  |
| NTN # |  |
| Contact person in case of emergency |  |
| Contact person phone in case of emergency |  |

**Annexure I**

**Medical Policy**