

# **LETTER OF APPOINTMENT**

**Date:** 15-08-2022

**Employee ID:** APD-1084

**Employee Name:** Muhammad Zain

**Address:** House No. R-781, Sec 15-A/3, Buffer Zone Karachi, Karachi, Pakistan

Respected Muhammad Zain,

With reference to your application and the subsequent interviews you had with us, we are pleased to appoint you as a **“.Net Developer”** in the **“Software House”** Department at our **Karachi** office with effect from **10-08-2022**. Your date of birth recorded as **01-01-2000**, CNIC **42101-9126423-1** as per your submission.

Please carefully read the terms and conditions:

<b>Basic Salary</b>	<b>PKR 64,600</b>
<b>House Rent</b>	<b>PKR 16,150</b>
<b>Utility Allowance</b>	<b>PKR 9,500</b>
<b>Medical Allowance</b>	<b>PKR 4,750</b>
<b>Gross Salary</b>	<b>PKR 95,000</b>

Your employment will be governed under the by-laws of Appedology Pvt. Ltd. which is subject to amendments as and when necessary. You are allowed to take one paid leave in a month.

- **Leave:** You will be entitled to take 12 leaves per year after the confirmation of your probationary period, as per the provision of the company's policy. Moreover, during the Probation period, you will not be entitled to any paid holidays or Casual Leaves.
- **Transfer:** Service is liable to be transferred to any place if required.
- **Working Hours:** Your working hours will be as per the requirement of the organization. In the event, you are absent from duty without information or permission of leave or you overstay your sanctioned leave, the Management will treat you as having voluntarily abandoned the services of the Company.
- **Probation:**
  1. You shall be on probation for a period of 3 months.
  2. During the probation period, **if your performance (Work, behavior, Conduct) is not satisfactory**, the Management reserves the right to terminate your service without assigning any reason thereof or without any notice pay thereof. The management also reserves the right to extend the probation period if your performance is not satisfactory.
  3. However, after successful completion of probation, your appointment shall be confirmed, in writing, by the HR department.
- **Service Conditions:**
  - I. You shall perform the duties and carry out the assignments entrusted to you from time to time efficiently, sincerely, and to the best of your ability and capacity.
  - II. We shall be the sole arbitrator of the assessment to be made of your working efficiency, utility, or loyalty to the company while making a decision to sanction an increment or promotion to a higher grade or terminating your services as per the respective policies of Appedology Pvt. Ltd.

- III. The Transport service provided by Appedology Pvt. Ltd. is a complimentary service to help and provide comfort for employees in commuting. In any case, if Van is unable to pick any employee except on account of the company's fault or reasons like; Blocked roads or any hostile situation in the area, the company will not be responsible and this will be the employee's own responsibility to report at work on his own or else to work from home and get the job done only if allowed by the company. Failure to do this will be accounted as Absent/Unpaid leave and deductions will be applied accordingly.
- IV. Your services are liable to be transferred from one establishment, department, or division of the company to the other Branch, at the discretion of the Management.
- V. While you are employed with the company, you may be given or handed over the company's property and/or equipment for official use and you shall take care of them including their upkeep. On ending of employment with the Company, you shall return all documents, books, papers relating to the affairs of the Company, purchased with the Company's money, which may have come to you, and also any property of the Company in your possession.
- VI. You will keep and render a faithful account of all company properties and business Strategies of the company entrusted to you in the course of your employment, and shall not disclose at any time during and after your services with the company.
- VII. Your endurance in employment would depend on your ongoing medical fitness.
- VIII. We do not have any policy of advance salary or loans. Also, in order to get your salary, you need to have an account in any of the MCB Bank Ltd's branch under your name only.
- IX. If you are unable to submit your account details before the end of the Month, you should submit your other bank account details that should be in your name **(one time and for first salary only)**. For the 2nd month's salary, it is mandatory to open a bank account with MCB Bank Ltd.
- X. During the course of your employment with us, you shall not accept any other employment, full-time, part-time, or freelance, either for remuneration or otherwise. Also, you shall not engage yourself in any trade; business, or occupation and you shall devote your full time and energy to discharging your duties as our employees.
- XI. You shall communicate to the Management any local and permanent change in your residential address. Also, in case of any change in the nomination and information due to changes in circumstances or any other reasons, you should inform the same to the company immediately.
- XII. The company shall be entitled to terminate/dismiss your services without notice on any of the following grounds:
- *You are convicted of a criminal offense by a competent Court of Law / Authority.*
  - *You are found guilty of committing a breach of any of the conditions of the employment or rules and regulations of the organization.*
  - *If found involved in any unethical activity i.e. taking drugs, intoxicated at work, theft/stealing of data or anything that belongs to the company, or any activity which impacts negatively on the company's reputation, involve in a hostile work environment, sexual harassment or use of obscene language.*
  - *Theft/stealing of data or confidential information includes any documentation or information marked as confidential, source code, technical data, and marketing information such as customer lists, financial information, and business plans and also includes information related to clientele.*
  - *Misbehavior with a co-worker, disobeying or refusing to carry out the work orders of your Superior/Management, or being irregular in attendance.*
  - *You are declared medically unfit by the medical practitioner appointed by the Company.*
  - *If Management found your qualifications/Degrees not verified/attested by govt. Regulation or counterfeit experience letter.*
- XIII. You shall carry out the job of “.Net Developer” and such other jobs connected with or incidental to which is necessary for the business of the Company. You shall do any other

work assigned to you, that you are capable of doing or work at any other post which has been temporarily assigned to you.

- XIV. This post is entirely performance / target-based. The respective department performs monthly and quarterly evaluations. Every low-performing employee is tutored, counseled, and re-trained on the job, and all corrective measures will be taken place to make sure he/she performs. However, cautions related to performance issues are not necessarily executed in writing every time.
  - XV. In case an employee consistently under-performs to the given standards set by management, the company has all the right to demote such employees from their current position even on the basis of a single month's performance and terminate such employees regardless of their employment status i.e. on probation or permanent.
  - XVI. Your probationary period is of 3 months; however there it could be extended to a few more months if performance and targets are not achieved up to the given standards of the company. Any employee may not consider being a permanent employee unless a written formal notification letter is issued to that individual.
  - XVII. Being a permanent employee you have to serve 30 days of the notice period in case of resignation whereas on probation there would be a notice period of 5 days. However, Management holds complete discretion to waive off any resignation notice period if deemed necessary. Any resigned/terminated employee must have to go through with the process of exit interview else he/she will not be entitled to dues or experience letter.
  - XVIII. Salary increments, promotions, and Internal Transfers will be approved based on an individual's performance and vacancies held as a privilege that may be practiced by the company's management.
  - XIX. All outstanding dues need to be cleared within 30-45 days after the employee's last working day else the company is not responsible for any/all outstanding dues.
  - XX. The employee will be eligible for a full & final settlement within 90 to 120 days of his/her last working day; an employee cannot take any loan or withdraw funds during the course of the Employment. Employees will be eligible to withdraw the Provident Fund only in case of separation from the company also there will be a withholding tax deduction on the final settlement. Any deduction or liability bearable from the employee's side will be recovered from the Provident Fund amount.
  - XXI. If you are unable to submit your account details before the end of the Month, you should submit your other bank account details that should be in your name **(one time and for first salary only)**. For the 2nd month's salary, it is mandatory to open a bank account with MCB Bank Ltd. Secondly, If another bank account is provided, the salary will be deposited during the second payroll that will run between the 20th and 25th of every month.
- Notice Period to Serve:
    - 1. Appedology Pvt. Ltd. holds the right to terminate your services before or after confirmation of your employment without any notification or notice period.

**Note:** Company holds the right to amend/revise policies without any prior notification and this will be applicable to any / all employees of Appedology Pvt. Ltd. Please contact HR in case of any query or concerns.

**Employee Signature:** \_\_\_\_\_

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

## **CODE OF ETHICS IN ACCORDANCE WITH CONFIDENTIALITY**

### **C.1. Introduction and Ethics Statement**

Appedology Pvt. Ltd. conducts its business honestly and ethically. We are constantly improving the quality of our services; products and operations that will create a reputation for honesty, fairness, respect, responsibility, and integrity of our clientele with trust and sound business judgment. Appedology Pvt. Ltd. employees should not compromise its principles for short-term advantage in any or all circumstances. The ethical performance of this company is the sum of the ethics of the workforce. Thus, we are all expected to adhere to high standards of business integrity, and strict confidentiality in terms of our clientele.

### **C.2. Importance of Confidentiality**

Appedology Pvt. Ltd. maintains a reverence for client's confidentiality and has a high priority to comply with legislation that governs the disclosure of information. In this regard we have policies and procedures that provide guidelines for employees to ensure confidentiality of the client's business; employees should only access certain information for work that is covered by their job description with adherence to policies and procedures of the organization.

**C.2.1. Non-Solicitation:** During the term of your employment, and for a period of 12 months following the termination/resignation of your employment and your relationship with the company and its clients, you should not solicit any employee of the company on behalf of any other business or enterprise, you should not solicit, induce, influence or attempt to solicit any company employee to offer services or engage or seek employment with any other company nor shall you induce any employee of the company to terminate or breach employment contract.

**C.2.2. Non-Solicitation of Clientele:** During the term of your employment, and for a period of three (3) years following the termination/resignation of your employment and your relationship with the company and its clients. You will not directly or indirectly, for your benefit or on behalf of any person, corporation, partnership, or entity whatsoever, call on, solicit, perform services for, interfere with, or endeavor to entice away from the company's current clients to whom the company has provided services or any prospective client to whom the company has the desire to work in future.

**C.2.3. Non-Solicitation on Social Media:** During the term of your employment, and for a period of three (3) years following the termination/resignation of your employment and your relationship with the company and its clients. , you should not solicit any clients, partners, or affiliates on Social Media in a personal or professional capacity, and you should not directly or indirectly, approach any clientele or business partner of the company or its Affiliates for the purpose of providing services substantially similar to the services provided by the company.

### **C.3. Employee Conduct**

Potential and former employees of the company must never permit their personal interests to conflict, or appear to conflict, with the interests of the company, its clients, or affiliates. All employees must be

particularly not allowed to contact company clientele, its affiliate, or third-party vendors. All employees whether permanent, contractual, or on an ad-hoc basis should strictly refrain to conduct any or all kinds of transactions with company clients in the capacity of professionally or in a personal capacity through phone /cell, e-mail, social media, or via other electronic applications/devices. Employees are not allowed to record voice or video conversations on the office premises of any staff member of the company without written consent from all the parties involved in the conversation.

#### **C.4. Violation of Conduct**

All employees of the Appedology Pvt. Ltd. Company are officially cautioned to refrain from such kind of nefarious activities and not to make any efforts adverse to the interest of the organization. Here it is regretted to state here that the by-laws and rules of the company totally negate these kinds of activities and any employee who is in violation of this conduct or any involvement in this act. The company is unrestricted and has a legal right to pursue against the delinquents for any civil and criminal action / heavy cost in case of his involvement in such like activities and is also at the liberty to terminate the services/job of the employee.

It is, therefore, being informed to all employees not to make any efforts to contact the clients of the company in a personal capacity and to remain constrained within their job parameters. In accordance with confidentiality and code of ethics, all employees should adhere and strictly comply with this policy even after leaving the job.

Kindly go through the clauses and return the duplicate copy of this letter duly initial on all pages and signed below by you as a token of your acceptance of the terms and conditions mentioned herein.

We welcome you on board and wish you all the very best for your career with Appedology Pvt. Ltd.

Regards,

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**HR Department**  
**Appedology Pvt. Ltd.**

**Employee Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_