

[Date of sharing the offer letter]

[Full Name of the candidate]

[Address of the candidate]

[City – Pin code of the candidate's address]

Dear [First Name/ Full Name of the candidate]

This is an Offer Letter, and your date of joining will be from [Date of joining for the candidate] ("Date of Joining").

The terms and conditions of this Letter of Employment revises, amends and modifies the Offer Letter as follows and shall be effective from [Date of joining for the candidate].

1. JOB ASSIGNMENT

You will continue to be employed with the Company in the capacity of [Position of the candidate in the company]

1.1 During the course of your employment with the Company, you will be responsible for execution of the various assignments / tasks given to you from time to time and for the efficient functioning of your Section /Department. Your skills and expertise may be utilized in other roles and departments in the best interest of the Company. In such situations, the Management of the Company will have the authority to change your role and responsibilities.

2. PLACE OF EMPLOYMENT, TRANSFER AND TIMING

2.1 Your place of appointment will, at present, will be in [Location of work]. You are however liable to be transferred to another department, post, or place whether in existence or coming into existence hereafter, either at the place of position or any other place where the Company may establish / open its branch later on. Upon such transfer, the rules, and regulations applicable to such a post or at the place of transfer will automatically become applicable to you.

2.2 You will be expected to attend office, except when traveling on business as per your working hours/shifts (as may be decided by the Company) that shall be conveyed to you by your reporting Manager/ Management. Due to the customer-driven nature of our business, you may be required to work irregular or long hours, different shifts or on weekends. In such instances, you will not be eligible for additional compensation.

3. SALARY, ALLOWANCE AND BENEFITS

3.1 Your Annual Total Base Salary will be INR [Base salary in the CTC for the Candidate] and in addition Total Variable Earnings will be up to INR [Variable amount in the CTC] (Paid Yearly). Detailed break-up of your Annual Total Base Salary is provided in Annexure A.

3.2 As a full-time employee you will be entitled to the following benefits, provided in accordance with the laws of the country, and/or as per the Company policy.

- **Provident Fund** – Employers' contribution to your Provident Fund Account. The Company will contribute [12% of your Basic Salary] or [Selected % of Base Salary] to your Provident Fund account and you will be required to make a matching contribution. All other terms and conditions governing your provident fund account will be as per the Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- **Gratuity** – Your entitlement to payment of Gratuity will be governed as per the statutory provisions of the Payment of Gratuity Act, 1972.
- **Group Medical Coverage** – You will be enrolled in a suitable Group Medical Insurance scheme as per Company policy for which the premium will be borne by the Company.
- **Group Personal Accident Coverage** – You will be suitably covered under a Group Personal Accident Insurance Scheme as per Company policy for which the premium will be borne by the Company.
- [Additional Perks that your company offers:]

3.3 Your salary and allowances will be paid to you stated in arrears on a monthly basis after giving effect to withholding(s) as required by law. Any Income Tax applicable on your remuneration or any other payment made by the Company in respect to taxes will be borne by you and as required by law, will be deducted at source.

3.4 Your salary will be reviewed on an annual basis in line with the Company Salary Review Policy.

4. PERFORMANCE BASED VARIABLE BONUS ("PBVB") / [Annual Bonus]

4.1 You are eligible to earn a Performance Based Variable Bonus ("PBVB") of up to a maximum of [Add Percentage] % of the PBVB, on achievement of quantitative and qualitative objectives assigned to you, as per Company's Bonus Policy. During the first year, your Performance Based Variable Bonus, if earned, will be payable on pro rata basis. The payment cycle for PBVB is in the month of [Add the month] (as applicable) in a financial year.

4.2 The PBVB will not be paid to you if you are no longer on the payrolls of the Company as on March 31st of the same year applicable. However, PBVB is being paid, even if you are

serving notice but on the payrolls of the Company as on March 31st of the same year applicable.

5. REIMBURSEMENT OF EXPENSES

The Company will reimburse you for reasonable travel and other business expenses incurred during the performance of your duties hereunder, in accordance with the policy of the Company with respect thereto, as may be applicable from time to time.

6. PROBATION PERIOD, CONFIRMATION AND TERMINATION

6.1 The initial **[Number of Months in words] Months** of your employment will be deemed as Probationary Period. The Management reserves the right to reduce / dispense with or extend your probation period at its absolute discretion. Upon successful completion of your probationary period, you will be notified in writing. For calculating the probationary period, the start date will be considered from the Date of Joining.

6.2 During this Probationary Period, either party may, without furnishing reasons, terminate the

employment by giving **[Number of days in words] days'** notice or salary in lieu thereof on either side during this probation period with no liability other than for time worked prior to such termination.

However, the Company reserves the right to demand a prior notice of **[Number of days/ Months] months**, during your probation, should there be a requirement of handing over of process and data which cannot be fulfilled in the span of **[Number of days in words] days**.

6.3 Following the successful completion of the Probationary period, your employment with the Company may be terminated as under:

a) With Notice: The Company may terminate your employment by giving **[Number of months in words] month** notice in writing or payment of the equivalent of **[Number of months in words] month** salary in lieu of such notice. You may terminate your employment with the Company by giving **[Number of months in words] month** notice in writing. In the event you wish to terminate your employment with the Company with a shorter notice period you will require prior written permission of the Company. Further, in such case the Company will have the right to seek from you amount equivalent **[Number of months in words] month** in lieu of such notice.

b) Without Notice. The Company may in writing to you forthwith terminate your employment for

reasons of cause' such as

- you having committed serious or gross misconduct/ fraud/ disobedience/ negligence/ indiscipline/ absence from duty without permission or any other conduct considered by the Company as detrimental to its interest or of violation of the conditions of service, or
- you having been negligent or in default in the performance of your official duties.

In the event of termination of your employment without Notice in the above-mentioned cases, the Company will not have any liability to compensate you in any manner for notice period foregone, other than for time worked.

6.4 On termination of your employment for any reason, the Company will be entitled to deduct any amount(s) you owe to the Company or any of the Group Companies from remuneration payable to you.

6.5 Any annual or other type of leave to which you are entitled shall not be included in the length of notice period required to terminate the employment and you will be required to fulfil your professional duties for the entire duration of the stipulated notice period.

6.6 In case you leave the Company within **[Number of year(s)] years** from the date of joining you shall be liable to repay the Company all expenses incurred on your relocation including but not limited to airfares, transfer of goods, boarding, lodging, transportation, and payments made in lieu of notice period to your previous employer as applicable.

7. LEAVE ENTITLEMENT, NATIONAL & PUBLIC HOLIDAYS

7.1 Your entitlement to Privilege Leave, Casual Leave, Sick Leave, **[Other Type of Leaves in your organization]**, National and Festival Holidays will be in keeping with Company policy as well as the provisions of the applicable statutory legislation in the State of your eventual assignment.

7.2 Please note that these holidays and the rules and regulations governing these may be amended from time to time. In view of the nature of the Company's business, the Management reserves the right to substitute alternate days in lieu of the actual Public Holidays on a one-day to one Public Holiday basis.

Approval of your immediate reporting authority must be obtained prior to you proceeding on your any kind of leave.

8. TAX

All applicable Indian taxes on your Compensation and Benefits stated in this employment contract will be as per subsisting governmental laws as well as any applicable statutory contributions, if any, etc. shall be borne and paid entirely by you. The Company shall, pursuant to applicable law withhold from any benefit or salary made pursuant to this letter all central, state, municipal, other taxes, contribution, etc as may be required. You will continue to be responsible for the filing and accuracy of all required tax returns in India.

9. RETIREMENT

You will automatically retire on attaining the age of **[Add Retirement Age in your company policy]** years. The proof of age shall be the one recorded in the school leaving certificate or birth certificate, as submitted, and recorded in the records of the Company.

10. EMPLOYEE'S OBLIGATIONS

10.1 You shall ensure compliance with the Company's Code of Conduct as detailed in **Annexure B**.

10.2 You will be responsible for safekeeping and return in good condition and order of all Company property, which may be in your use, custody, or charge.

10.3 You shall at all times keep your Manager, promptly and fully informed (in writing if so requested) of the conduct of your duties and provide such explanations as he/she may require.

10.4 You will not accept any present, commission or any sort of gratification in cash or kind from any person, party or firm or Company having dealing with the Company and if you are offered any, you should immediately report the same to the senior management of the Company.

10.5 You understand and acknowledge that absence for a continuous period of **[Number of days in words and digits] days** without prior approval of your manager (including overstay on leave / training) would result in automatic termination of your employment without any notice or intimation.

11. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

11.1 You agree that the terms and conditions applying to your employment are strictly confidential. Any disclosure of these terms and conditions to third parties (including other employees of the Company or any other associate or affiliate of the Company) constitutes a breach of your employment.

11.2 You acknowledge that as a result of employment with the Company, you will be in possession of proprietary and confidential information and trade secrets relating to the business practices of the Company and affiliated companies, if any. You agree that you will not, at any time during or after the employment period, directly or indirectly, use or disclose to any person, firm, corporation or other entity, use to the detriment of the Company or the Company's employees or misuse in any way any proprietary or confidential information acquired by you during your employment by Employer regarding the clients, customers, vendors, business partners or business practices of Employer or affiliated companies, without the prior written consent of the Company. For purposes of this Agreement, Confidential Information includes, but is not limited to, trade secrets; lists of past or present clients, customers or consultants; product or service development plans; marketing plans; pricing policies; business acquisition plans or targets; any portion or phase of any technical information, technique, method, process, procedure, technology or know-how (whether or not in written or tangible form) used by the Company or any portion or phase of any technical information, ideas, discoveries, designs, computer programs, processes,

procedures, formulae or improvements of the Company that is valuable (whether or not in written or tangible form or whether or not downloaded into a computer or on computer discs) to the Company. All such information, in whatever form, including all memoranda, notes, plans, reports, records, documents and other evidence thereof and any other information of whatever nature which gives the Employer an opportunity to obtain an advantage over its competitors shall be considered a "trade secret" for the purposes of this Agreement.

11.3 For purposes of this Agreement, "Intellectual Property" means any patents, rights to inventions, discovery, process, product, or device, conceived, discovered, improved or made by you during the term of employment, either solely or jointly with others, whether patentable, trademarkable, copyrightable, and/or subject to protection as a trade secret or otherwise, which is related to the actual or planned business or activities of the Company or related to its actual research, design, development or suggested by or resulting from any tasks assigned to you for or on behalf of the Company, or with the use of the Company's facilities, materials or personnel, rights in goodwill, rights to sue for passing off, rights in designs, rights in computer software (source or object code), database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

"Inventions" means any invention, idea, discovery, development, improvement, or innovation made, conceived and/or reduced to practice by you during the term of this Agreement, whether or not patentable or capable of registration, and whether or not recorded in any medium and which (a) relates to any group company's business or (b) is made, conceived, or reduced to practice using any group company's equipment, facilities, or on our time; and

"Works" means all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software (source or object code), and all other materials in whatever form, including but not limited to hard copy and electronic form, created by you during the term of this Agreement and which (a) relate to our business or (b) created using our equipment, facilities, or on our time.

11.4 The following shall be the property of the Employer exclusively:

(a) Any Intellectual Property conceived, discovered, or made by you; and

(b) Any patent, copyright, trademark, application, or record relating to any Intellectual Property.

11.5 As far as the Company is not already by law the owner of the Intellectual Property Rights arising in respect of any and all Works created, you hereby assign to the Company and/or its affiliates all existing and future Intellectual Property Rights arising in respect of any and all Works and Inventions created, compiled and/or devised by you in the course and scope of your employment with the company pursuant to this Agreement. By virtue of this Agreement, any Intellectual Property Rights and Works which come into existence in the future in respect of any such work created, compiled and/or devised by you in the course and scope of your contract with the Company, shall vest in the company and/or its affiliates upon their coming into existence. To the extent any Intellectual Property Right is not assignable you grant to

us an exclusive, irrevocable, transferable, sub-licensable and, unlimited as to time, territory, and content, right of use and exploitation right in and to any Inventions and Works for all known and unknown types of use.

11.6 You undertake and represent to the Company that to the best of your knowledge, you are the sole beneficial owner of the entire right, title and interest in and to such Intellectual Property Right, arising in respect of your work created, compiled and/or devised by yourself in the course and scope of your employment with the Company, that you are free to assign such rights to the Company free of any third party claims, liens, charges or encumbrances of any kind, and that you are free of any duties and/or obligations to third parties which may conflict with the terms of this Agreement.

11.7 All plans, strategies, programmes, trade secrets, accounts, financial information, market research, customer lists, data, records, reports, manuals, financial statements, budgets, specifications, correspondence, indices, research papers, letters or other similar documents (the nature of which is not limited by the specific reference to the foregoing items) which are created, compiled or devised or brought into being by you or have come into your possession in the course of the employment and all copies hereof, and other property whatsoever belonging to the Company and/or our affiliated companies whether in hard copy or electronic form such as laptops, credit cards, mobile telephone, tablet, smart phone, keys etc. ("the Business Properties") which may be in your possession or under your control, will be the sole property of the Company, and upon termination of this employment or suspension from active duty or earlier if required by the Company, such Business Properties, documents and all copies shall be returned to the Company without any copies in whatever form withheld, if not destroyed earlier. The provisions of this clause shall survive termination of this Agreement for whatsoever reason.

11.8 If you are suspended or terminated, we are entitled to deny your access to our proprietary business information, including but not limited to our intranet webpage, the e-mail account, any internal mobile applications, and any electronic platforms.

11.9 The right of use especially includes publication, duplication, distribution and recording on digital and analogous form on image, data and sound medium in any way of the Works and Inventions as well as distribution and duplication of such recordings. We have the right to amend and change the Inventions and Works and to duplicate, distribute and publish such amended and/or changed Inventions and Works. Insofar as Works and Inventions do not so vest automatically by operation of law or under this Agreement, you agree and acknowledge that you hold legal title in such Intellectual Property Rights in the Works and Inventions in our trust.

11.10 You will:

- (a) notify us of the details of any Inventions promptly on their creation;
- (b) notify or otherwise provide us with the details of any works;
- (c) unless otherwise authorized explicitly by us, keep confidential details of all Inventions and works;
- (d) whenever requested by us to do so and in any event on the termination of your employment, promptly deliver to us all Works and physical embodiments of Inventions, and

all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and/or Inventions and the process of their creation which are in your possession, custody or under her control;

(e) not register nor attempt to register any of the Intellectual Property Rights in the Works, or in any of the Inventions, unless authorized by us to do so; and

(f) do all other acts which we request (at our expense) to enable us to enjoy the full benefit of this Clause 11, including entering into an additional assignment or transfer Agreement where required. This includes joining in any application, which may be made in our sole name, for any Intellectual Property Rights' registration (such as a patent, trademark or registered design), and assisting us in defending and enforcing such rights during and after your employment (at our expense)

11.11 To the fullest extent permitted by law and for any Intellectual Property Rights assigned and transferred or to be assigned and transferred hereunder, you

(a) waive any moral rights to which you are now or may at any future time be entitled in terms of copyright or other law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and

(b) agree not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Intellectual Property Rights infringes your moral rights.

11.12 You acknowledge that no additional remuneration or compensation other than that provided for in this Agreement is or may become due to you in respect of the performance of the obligations under this Clause 11.

11.13 This Clause 11, and the rights and obligations of both of us contained therein, will survive expiry of this Agreement, or its termination, for any reason.

11.14 We are extremely mindful of the importance of confidential information and trade secrets. Accordingly, you hereby represent that prior to or during the course of your employment with us, you will not bring any such materials owned by a third party to us or expose any of our employees to any such materials owned by a third party.

11.15 You hereby authorize us to notify your new employer about your rights and obligations under this Agreement following termination of your employment.

11.16 You acknowledge that your annual total Cost To Company remuneration, as provided for in Clause 3 hereof, includes compensation for any loss of intellectual and/or industrial property rights set out in this paragraph.

12. ENGAGEMENT IN OTHER BUSINESS

12.1 You acknowledge that the Company wishes you to devote your whole time and attention to the service of the Company during the term of your employment with it. For this reason, during the term of your employment, you will not (without the Company's prior written consent) directly or indirectly own, manage, control, participate in, consult with,

render Services to or engage in the business of any other business entity or other organization (whether as an owner, employee, officer, director, agent, partner, consultant or otherwise) for any consideration, in cash or in kind or otherwise.

12.2 Without prejudice to this provision, you confirm that you have declared to the Company all of your business interests existing at the date on which your employment commences, whether or not they are similar to or in conflict with the business of the Group Companies (including the Company). If these interests change during the term of your employment, you will promptly notify the Company.

13. NON-COMPETE AND NON-SOLICIT

13.1 You agree that during the employment period plus one year thereafter (the "Restricted Term"), you will not, directly, or indirectly, in any capacity, role or function, on its own behalf or on behalf of any other person or organization, other than as an employee of the Company solicit and/or attempt to solicit or accept business from:

(a) Any present or former clients of the Company to which you were providing services during the [Number of years | Usually it is 2 years] years period immediately prior to the date on which the Employee ceases to be employed by the Employer ("Separation Date"); and/or

(b) Any client or prospective clients of the Company to which you were seeking to provide services or products, including participating in the Company's sales efforts, during the one (1) year period immediately prior to the Separation Date; unless:

(a) Such services or products being provided to the clients or prospective clients by you or any third party with whom you were then employed are wholly unrelated to Employer's then-current lines of services or products on the Separation Date; and/or

13.2 During the Term and for [Number of years | Usually it is 1 year] year from the Separation Date, you shall not directly or indirectly, in any capacity or function, on your own behalf or on behalf of any other person or organization:

(a) Interfere or attempt to interfere in any way with the Company's relationships with any of its

clients, service providers, employees, suppliers, experts, key advisors or consultants, including,

without limitation, inducing or attempting to induce any of the abovementioned persons or organizations to terminate or change the terms of his/her/its dealings with the Company; and/or

(b) Undertake any acts which may damage or disparage the Company's business relationship with its clients, subcontractors or other business partners.

13.3 During the Term and for [Number of years | Usually it is 1 year] year from the Separation Date, you shall not directly or indirectly, in any capacity or function engage or participate in or be employed by in a business similar and same as the Company.

14. OTHER PROVISIONS

14.1 This appointment shall be governed by and interpreted in accordance with the laws of India.

14.2 Your appointment is based on the information and particulars furnished by you in your application, during your interview and any subsequent discussions. You represent that the statements made by you are true. If it transpires that you have made a false statement or omitted to disclose a material fact that affect your appointment, the Company may take such action as it deems fit in its sole discretion.

14.3 This offer of employment and any subsequent employment relationship is contingent upon satisfactory completion of reference and/ or background checks that may include verification of your educational, employment or salary history. Any false information provided by you or at your request may result in immediate termination of employment with no compensation to you.

14.4 With the acceptance of this employment, you agree and confirm that during your employment, you will be governed by the Company's Policies, as amended from time to time. The policies are available on the Public Folder of all systems and should be read and understood by you. In the event of any clarification w.r.t the same please contact the HR Department. In the event of any breach of these Company Policy's, the Company's reserves the right to terminate your employment with immediate effect.

We take this opportunity to thank you for your contribution and dedication and we are confident that you will continue to contribute significantly to the growth of [Your Company's Registered Name] team and trust you will find this a stimulating environment that will offer you a challenging and rewarding career.

Please sign and return a duplicate copy of this Letter of Employment signifying your acceptance.

[Signature or Digital Signature of the Founder/Business Owner/ Recruitment Head]

Yours sincerely,

[Name of the Founder/Business Owner/ Recruitment Head]

Authorized signatory

[Registered Company Name]

Employee Acknowledgment. I have carefully read the above terms and conditions and that they are acceptable to me in full.

Signature:

Name:

Date and Place:

ANNEXURE A

Fixed CTC: INR [CTC of the candidate]

Variable Bonus: INR [Variable Bonus Amount]

Annexure		
Component	Monthly	Annual
Basic		
HRA		
Statutory Bonus		
LTA		
Personal Allowance		
Gross		
Employer's PF Contribution		
Gratuity		
Fixed CTC		
Variable		
CTC		

In-hand = (Gross – Employee's PF – PT) Before T.D.S.	Salary Account	PF Account
In-hand amount		

* Statutory Deductions

1. Employee's contribution to Provident Fund shall be deducted & deposited with PF Authorities, along with employer's contribution, as per the statutory requirements.
2. Professional Tax and all incidence of income tax will be borne by the employee as per Income tax rules.
3. All applicable tax liability will be borne by the employee as per relevant statutory tax rules.

**** Variable Earnings**

- Subject to performance review in accordance with company policy. Actual amount could range from Zero (0) to [Upper Limit of Variable Pay in percentage] %, based on performance review.

Additional Benefits

- You will be entitled to payment of Gratuity after 5 years of continuous service with the Company.

Gratuity will be paid out in accordance with the Payment of Gratuity Act, 1972.

- Eligibility of gratuity payment will be considered from your actual Date of Joining the Company.

- Hospitalization, Life Insurance and Accident Coverage as per applicable Company Policies.

Yours sincerely,

[Your Company's registered Name]

Code of Conduct

This following section of Policies and Procedures contains our rules and values, which define and specify the obligations of all employees towards the Company, the work they perform and their behaviour and conduct within the workplace.

This section contains rules governing individual workplace conduct and specifies, as broadly as possible, what the Company regards as misdemeanours and misconduct - both serious and moderate.

A. POLICY

1. The primary purpose of our Disciplinary Policy and Procedures - which includes among others the Business Code of Conduct, Company Code of Conduct, the Individual Code of Conduct and our workplace Safety and Security Code - is to ensure that all employees receive fair, unbiased and consistent treatment in the maintenance of discipline.
2. The Company discipline is corrective in nature - except where it warrants dismissal in terms of common law, on grounds of accumulation of past offences or committing of a serious offence.
3. The maintenance of discipline through the enforcement of uniform standards, as well as the decision to institute disciplinary proceedings, is the responsibility of the management. The Company expects employees to share information about incidents of misconduct with the management.
4. This Disciplinary Code and Procedure is part of the contract of employment and Conditions of Service for all Company employees.
5. As practices and attitudes in the Company change with time, and norms of acceptable conduct and performance evolve, this Code and Procedure, as well as the Schedule of offences, is intended as a guideline and not as a rigid set of standards covering all acts of misconduct that may attract disciplinary action.
6. Some units within the Company may require special disciplinary rules and codes of conduct to maintain efficiency and uniform standards of conduct in that particular division. Where this is the case, further rules and codes may be issued within the unit or department and shall apply to all employees or groups of employees working there. In these instances, such rules shall apply over and above the rules contained in the Disciplinary Code and Procedure – as long as they are within the scope of this policy manual and applicable labour legislation(s).
7. It is the responsibility of every Company employee to ensure that he/she is familiar with the contents of this Disciplinary Code and that it is adhered to. Claiming of non-familiarity with the Company's disciplinary rules and procedures, will not serve as a defence for an employee.
8. Managers and supervisors fulfill an important role as mentors and leaders. Their responsibility is to set an example to those whom they manage. Relative seniority of an employee may therefore be an aggravating factor where disciplinary sanctions involve those levels of staff.

9. Not all conduct that could constitute grounds for invoking this Disciplinary Code and Procedure necessarily occurs on Company premises or during working hours. Where the employee is charged under such circumstances, the Company shall take necessary action as per the Code.

10. The misdemeanours, misconduct and offences mentioned in all four sections of our Disciplinary Code and Procedures are not the only ones, and do not cover any and every incident of conduct that may lead to corrective or punitive action by the Company.

11. The headings given to sections of this Disciplinary Procedure are to make for ease of use and reference to only and should not be used to interpret the contents of any section of this Procedure.

B. DISCIPLINE – THE ROLE OF MANAGEMENT

1. Disciplinary action should be corrective, the aim being to bring about a change in the behaviour of employees who have indulged in undesirable actions so that they adhere willingly, through greater acceptance and understanding, to standards of conduct and performance.

2. Punitive action should only be taken when earlier corrective action did not work – or when an offence is so serious that the relationship of trust between employer and employee is destroyed.

3. Repetitive offences committed in similar circumstances may result in a stronger action being taken by the management.

4. Offences: Offences can be divided into two categories namely:

4.1 Serious offences: These could, subject to an enquiry, result in employees being instantly dismissed.

4.2 Moderate offences: These usually consist of breaches of general discipline, which result in

disciplinary action.

4.3 General terms

(a) All disciplinary warnings will be cumulative for the current period, irrespective of the previous misdemeanour for which disciplinary steps have been taken. The chairperson of an enquiry may, however, use his/her discretion over the extent to which the alleged breach is related to or similar to previous conduct, for which disciplinary sanction was taken.

(b) The role of the Human Resources Department will be purely one of consulting, monitoring and advising on procedural aspects of the disciplinary enquiry.

C. GRIEVANCE POLICY

1. A grievance is any complaint, dissatisfaction or feeling of injustice in connection with an employee's work and employment situation that is brought to the attention of the management.

2. Grievances must be recorded in writing by the aggrieved party and addressed to the department manager to whom he/she reports. Corporate Human Resources should receive a copy of the written grievance to monitor its speedy resolution.
3. A grievance is invalid if it is lodged by the employee in retaliation against any disciplinary sanction received.
4. Grievances may be limited to individuals or shared collectively. The nature of a grievance may vary according to the circumstances involved.
5. The department manager handling the grievance, must try to resolve it as speedily and fairly as possible.
6. If the grievance is not resolved within 3 days after being received by the department manager to whom it is addressed, this should be recorded in writing.
7. The grievance is then referred to the next level of management.
8. If the aggrieved employee is left dissatisfied after this further step, the procedure is repeated
9. Reasons for non-resolution are recorded in writing and forwarded to successively higher levels of management, until the issue has been solved to the satisfaction of all parties involved.
10. Corporate Human Resources will monitor all stages of the grievance procedure, and advise line managers, the aggrieved employee and his/her representative on all aspects of correct procedure.

D. INDIVIDUAL CODE OF CONDUCT

1. As the Company places great value on the maintenance of good interpersonal relationships at the workplace between all employees, the following guidelines apply to the conduct of all individuals at all levels of the organization.
2. All employees are always expected to show mutual respect towards each other, regardless of their position in the organization.
3. The Company places high value on the lack of discrimination of any kind in its corporate culture and therefore supports the values embodied in the country's constitution and labour statutes to the fullest extent.
4. Harmonious working relationships are important. Those who indulge in any form of insulting behaviour towards their colleagues, will be subject to serious disciplinary sanction.
5. Victimization of any employee will not be tolerated and serious disciplinary action will be taken if the offence is proved.
6. Any unprovoked physical attack or assault on a fellow employee will be subject to criminal process of the law of the land, as well as serious disciplinary action by the management.
7. Any form of direct or implied sexual harassment on the part of any employee towards any individual will lead to serious disciplinary action.
8. Use of Access Card: Employees should use their access cards properly and carry their access cards at all times.

9. Tailgating is not allowed and punching someone else's cards is a serious offence which may result in disciplinary sanction.
10. Employees' attendance will be monitored through the hours logged in using the access card.
11. The above should serve as warning against any attempts to disrupt the Company's believe in the maintenance of professional and harmonious relationships at workplace.

E. COMPANY CODE OF CONDUCT

1. GUIDELINES: POOR PERFORMANCE, INCAPACITY

1.1 An employee may be dismissed for reasons other than misconduct. The following instances of disciplinary action culminate in dismissals that may not necessarily be punitive but relate to the effective operation of the business.

2. POOR PERFORMANCE

2.1 The probationary period of employment provides an opportunity for managers and new employees to assess whether the person suits the job and the job suits the person.

2.2 Performance management is not confined to the probationary period of new employees, -and the same steps should be followed regardless how long the employee has been employed.

2.3 An employee should not be dismissed for unsatisfactory performance unless the employer has:

(a) given the employee appropriate evaluation, instruction, training, guidance or counselling; and

(b) after a reasonable period of time for improvement, the employee continues to perform unsatisfactorily.

2.4 The procedure leading to dismissal should include an investigation to establish the reasons or the unsatisfactory performance and the employer should consider other ways, short of dismissal, to remedy the matter.

2.5 Any person determining whether a dismissal for poor work performance is unfair, should consider - whether or not the employee failed to meet a performance standard; and if the employee did not meet a required performance standard; and if the employee was aware, or could reasonably be expected to have been aware, of the required performance standard; was

(a) the employee was given a fair opportunity to meet the required performance standard; and

(b) dismissal is an appropriate sanction for not meeting the required performance standard.

3. Incapacity: Ill health or injury

3.1 Incapacity on the grounds of ill health or injury may be temporary or permanent. If an employee is temporarily unable to work in these circumstances, the employer should investigate the extent of the incapacity or the injury. If the employee is likely to be absent for a time that is unreasonably long in the circumstances, the employer should investigate all possible alternatives, short of dismissal. When alternatives are considered, relevant factors might include the nature of the job, the period of absence, the seriousness of the illness or injury and the possibility of securing a temporary replacement for the ill or injured employee. In cases of permanent incapacity, the employer should ascertain the possibility of securing alternative employment or adapting the employee's duties or work circumstances to accommodate his/her disability.

3.2 In the process of the investigation referred to in subsection (1), the employee should be allowed the opportunity to state his/her case.

3.3 The degree of incapacity is relevant to the fairness or any dismissal. The cause of the incapacity may also be relevant.

3.4 Particular consideration should be given to employees who are injured at work or who are incapacitated by work-related illness.

3.5 Guidelines in cases of dismissal arising from ill health or injury. In determining whether a dismissal arising from ill health or injury is unfair, it should be considered:

(a) whether or not the employee is capable of performing the work; and

(b) If the employee is not capable, what is -

(i) the extent to which the employee is able to perform the work;

(ii) the extent to which the employee's work circumstances might be adapted to accommodate his/her disability, or, where this is not possible, the extent to which the employee's duties might be adapted; and

(iii) the availability of any other suitable alternative work.

3.6 As in other cases of progressive or corrective disciplinary action, line management must prove, through documented records, that the correct procedures have been followed and that the dismissed employee received fair treatment.

4. SCHEDULE OF OFFENCES – COMPANY CODE OF CONDUCT

4.1 Serious Offences: These may lead to a final written warning being issued or could, subject to an enquiry, result in summary dismissal. These examples are not the only offences and serve only as an illustration:

(a) Theft, bribery, fraud, dishonesty or any related offences as listed in the Business Code of Conduct.

(b) Falsification of the employers' records.

(c) Misuse of the Company's property for private purposes (this being theft).

(d) Gross negligence or incompetence.

(e) Making false statements or misrepresentation when applying for employment.

(f) Absence from the workplace while on duty (depending on the nature of the job, e.g. an employee whose absence will hold up the work of other employees and cause serious prejudice to the Company).

- (g) Unauthorized absenteeism.
- (h) Willful damage to the Company's equipment, or the property of other employees or that of clients.
- (i) Fighting, assault, or attempted assault.
- (j) Being drunk or under the influence of illegal drugs during working hours.
- (k) Causing damage to the Company's property through drunkenness or serious neglect.
- (l) Sabotage by damaging machinery – or causing damage to the Company's property in any way whatsoever.
- (m) Illegal striking or influencing others to strike illegally.
- (n) Refusal to obey reasonable work-related instructions given to the employees by a manager or supervisor designated by the employer.
- (o) Failure to report misconduct of other employees.
- (p) Desertion.
- (q) Persistent misconduct

4.2 Moderate Offences: These usually consist of breaches of general discipline, resulting in disciplinary action. The below are not the only possibilities and serve only for illustration.

- (a) Laziness, loafing – passing time idly or failing to complete tasks set without reasonable cause.
- (b) Poor workmanship/inefficiency; failure to carry out work to the required standard without reasonable cause and concealing defective work.
- (c) Poor time keeping, e.g. arriving late or leaving early.
- (d) Disorderly behaviour on employer's premises.
- (e) Negligence: negligent loss, damage or misuse of Company property; failure to exercise proper care in executing duties to the extent that tasks have to be repeated.
- (f) Being disrespectful, rude and uncooperative towards clients, fellow employees and management.

5. Disciplinary sanctions

5.1 There are four basic methods of disciplinary action that can be taken against an employee. In order of severity these are:

- (a) Verbal warning
- (b) Written warning
- (c) Final written warning
- (d) Dismissal with pay in lieu of notice or summary dismissal.

6. Disciplinary procedure

6.1 Disciplinary enquiries are not convened for allegations that attract the following disciplinary sanctions:

(a) Verbal warnings

(i) In the case of a moderate offence, a manager or supervisor should conduct an informal disciplinary interview with the employee that may result in a verbal reprimand.

(ii) The supervisor or manager should keep a written record of any verbal warnings

issued to his employees, strictly for his/her own records - noting date, time of informal disciplinary interview, a brief description of what was said and the reason why the verbal reprimand was given.

(b) Written Warnings

(i) If the verbal warnings fail, or the offences grow more serious, the supervisor or manager should give the employee a formal written warning. Written record of this is kept and noted on the employee's record and it is valid for a period of three months.

(c) Final Written Warning

(i) A repetition of wrongful behaviour (or if a more serious offence/misconduct is committed) can result in a final written warning. A final written warning is valid for a period of six months, whereafter the employee will revert to a clear record (an exception is dishonest conduct, where the specific nature and circumstances will be taken into account).

(ii) All written and final written warnings should be recorded in the form of a letter of notification to the employee and placed on the employee's record. A copy of the signed letter is handed to the employee during a discussion between the employee and his/her line manager or supervisor. Line managers/supervisors may request a representative from Corporate Human Resources to be present.

7. Dismissal with pay in lieu of notice or summary dismissal

7.1 Dismissal, or the possible dismissal of any employee, cannot take place without convening a full enquiry into the circumstances surrounding the alleged serious offence.

7.2 When, in the employer's opinion:

(a) a series of performance improvement measures have not produced the anticipated effect; or

(b) a series of verbal or written reprimands/warnings given for minor misconduct have not been effective; or

(c) if an employee is alleged to have committed major misconduct, the Company should, before taking disciplinary action, hold a formal disciplinary enquiry.

8. Formal disciplinary enquiry

8.1 The following principles should be observed at the enquiry:

- (a) The enquiry should be held as soon as possible after the event, provided that the employee is given a reasonable time (minimum 48 hours) to prepare his/her defence;
- (b) The employee may, if necessary, be suspended on full pay prior to, during or pending the outcome of the enquiry;
- (c) The employee should, within a reasonable time after the alleged offence was committed, be notified in writing of the date, time and venue of the enquiry, the misconduct which he/she is alleged to have committed and of his/her rights at the enquiry.

9. Conducting the formal disciplinary enquiry

9.1 Normally present at the enquiry are:

- (a) The chairperson. In terms of fair practice, the chairperson should be at the same level, or higher, than the complainant and as far removed from all allegations and issues involved in the enquiry as possible.
- (b) The accused. This is the employee against whom the allegations for serious misconduct have been made.
- (c) An employee representative unless the accused does not require representation. The representative should be a fellow employee, as no outside representation is allowed.
- (d) The complainant. This is usually the accused's manager, whose role it is to investigate the serious misconduct and formulate the charges against the accused.
- (e) A representative from Human Resources, whose duty it is to coordinate and arrange the enquiry.

9.2 When the enquiry starts, the chairperson should read out and explain the misconduct under enquiry. The chairperson should ask the accused if he/she understands the complaint and if so whether he/she pleads guilty or not guilty.

9.3 The employee's rights at the inquiry are to:

- (a) have representation by a fellow employee, if requested.
- (b) have the opportunity to confer with the representative, at reasonable time before, during and after the inquiry.
- (c) question the complainant and witness during the inquiry either himself or through his representative.
- (d) give evidence himself/herself (he/she cannot be compelled to do so); to call witnesses to give evidence and to argue either himself/herself or through his/her representative on the question of whether the misconduct occurred.
- (e) give evidence himself/herself; to call witnesses to give evidence and to argue either or through his/her representative in mitigation of disciplinary action.

9.4 After hearing all sides of the case, the chairperson must decide whether the alleged misconduct was committed or not and if so, on the appropriate sanction to be taken.

9.5 The appropriate sanction will take into account the circumstances surrounding the misconduct, the seriousness of the misconduct, whether or not the misconduct has destroyed the employment relationship, and which sanctions are in line with current Company policy.

9.6 Sanctions should be in line with the employer's policy and thus with previous decisions involving the same or substantially the same circumstances.

9.7 The outcome of the inquiry may include –

- (a) Exoneration
- (b) Final written warning
- (c) Dismissal with pay in lieu of notice
- (d) Summary dismissal

9.8 The chairperson must not consult the employee's previous work records until after he has reached a decision on whether or not the alleged serious misconduct was committed.

10. Criminal offences

10.1 The Company will, in its discretion, press criminal charges against any employee where this is warranted by the nature of the alleged misconduct.

11. Right to Appeal

11.1 An employee has the right to appeal against any sanctions, to be heard by a person appointed by the employer. This appeal must be lodged in the official form within 5 working days of the decision. An appeal can be held in the form of a full re-hearing of the matter, or it can take the form of a review of the disciplinary enquiry. The form that the appeal will take, will be at the discretion of the chairperson of the appeal hearing and will depend on the reasons for the appeal. An employee is not entitled to rectify any defect whether procedural or otherwise at the appeal hearing.

F. LEAVE

1. You will be eligible to the benefits of the Company's Leave Policy on your confirmation in the Company's Service.

2. Absence for a continuous period of ten days without prior approval of your superior, (including overstay on leave / training) would result in your losing your lien on the service and the same shall automatically come to an end without any notice or intimation.

G. You shall abide by the rules and regulations of the Company as contained in this Letter of Employment and as informed to you by the Company from time to time. With the acceptance of this employment, you agree and confirm that during your employment, you will be governed by the Company's Policies, as amended from time to time. The policies are available on the Public Folder of all systems and should be read and understood by you. In the event of any clarification w.r.t the same please contact the HR Department.

Employee Acknowledgment.

I have carefully read the above terms and conditions and that they are acceptable to me in full.

Signature:

Name:

Date and Place: