15th June 2020

Name : Shoan Schwallie

Address : G164, Nivasipura

Jaela

Dear Sir,

**POST OF Call Center Executive**

We are pleased to offer you employment as Call Center Executive at Evolve Technologies (Pvt)Ltd., subject to the following terms and conditions:-

**1. DATE OF APPOINTMENT**

This appointment is effective from 15th June 2020.

You will be required to perform such duties as are consistent with the nature of your appointment within the premises of the Company, in subsidiaries, associate companies and client sites as directed by the Management from time to time.

**2. SALARY**

You will be entitled to an all inclusive salary of Rs. 40,000.00 per month. Increments will not be automatic and will be solely at the discretion of the Management.

**3. PROVIDENT FUND AND EMPLOYEES’ TRUST FUND**

You will be required to contribute 8 percent of your gross monthly salary to the Employees Provident Fund, towards which the Company will contribute a further 12 percent. The Company will also contribute 3 percent of the gross salary to the Employees’ Trust Fund.

**4. ANNUAL LEAVE**

You will be entitled to Annual Leave of 14 working days upon completion of one year. Such leave should be taken as follows:-

1. 7 days at any time
2. The balance 7 days to be spread over the period of 12 months.

Applications for annual leave shall be submitted to Management for approval at least 7 days in advance. Management’s decision on such applications shall be final.

In the event of your not being able to fully utilize your Annual Leave entitlement due a request by the Management, such leave will be held over, but must in all cases be taken before 31 March of the following year, failing which, such leave shall be forfeited.

**5. CASUAL LEAVE**

You will be entitled to paid leave of 7 days per year. Such Casual Leave to be taken as follows:-

1. Half day per month in the first calendar year of service.
2. 7 days per year in the second calendar year of service and thereafter, provided always that not more than 2 days of leave is taken at any one time.

Casual leave, in normal circumstances, will only be granted provided it is applied for at least 24 hours before required. There will be no payment for any unutilized Casual leave. Should any Casual leave be not utilized within the calendar year, it shall be forfeited.

**6. MEDICAL LEAVE**

You will be entitled to 21 days Medical Leave that may be approved by the Management.

1. If you are absent from work due to sickness or injury or for any other reason, you must let the employer know by 10.00 am on your first day of absence that you will be unable to attend. You must also keep the Company advised regularly should you continue to be absent and of your likely return date.

(b) If you are absent for more than three consecutive days (including Saturdays and Sundays) due to sickness or injury, you must obtain and submit a medical certificate from a recognized Doctor.

**7. WORKING HOURS**

Your normal working hours will be varied according to the projects you handle.

You should not absent yourself from duty without prior written permission and in the event of your not being able to obtain such written permission, due to an emergency, you should inform the Management by telephone.

**8. EXCLUSIVITY**

You shall devote your full working time to the affairs of the Company and shall not have any business, trade or occupation for personal gain or otherwise, without prior disclosure to the Company and due approval there from. You should refrain from working for a payment or otherwise for any company fulltime or part-time while in service of this company.

**9. CUSTOMER CONFIDENTIALITY**

The importance of confidentiality cannot be over emphasized and you will at all times both during and after this employment observe complete confidentiality in regard to the Employer’s business and will not, without express written consent of Employer, discuss or divulge any matter relating to the business or any of the employer’s clients to any person other than those personnel who require such knowledge in the discharge of duties.

You shall not work privately for the clients or customers of this company while in service of this company or after leaving the company for two years without prior approval of the Employer.

You should be aware that any breach of confidentiality will result in summary dismissal or/and legal action.

**10. PROBATION AND NOTICE OF TERMINATION**

You will be on probation for a period 6 months and upon completion of probation period successfully, a letter of confirmation will be issued to you.

During the probation period either party can discontinue this employment contract without any notice or without any payment in lieu of notice.

After confirmation either party reserves the right to terminate this Service Contract by written notice –

1. Giving three months notice, or by the payment of 3 (three) months salary in lieu of notice.
2. If, however, you are found guilty of any failure to carry out a legitimate order, incivility, misconduct or dishonesty, negligence of duties or commit any breach of the Company’s Code of Conduct/General Rules and Regulations, you are liable to immediate dismissal after a disciplinary inquiry.

**11. MEDICAL BENEFITS**

You will be entitled to the benefits of the Medical Aid Schemes applicable to the Executive Staff of the Company.

**12. MISCONDUCT**

Misconduct in any form of breach of the standing orders and rules and regulations of the Company will render you liable to dismissal without notice or payment in lieu.

**13. PERSONAL HEALTH**

You shall at all times be on such personal health as deemed necessary to discharge the obligations of your contract. The Company may, on independent medical opinion, terminate your service contract if it is found you are physically or medically unfit to continue employment whilst it is a pre-condition of employment that you tender a medical report, regarding your fitness for employment. You should also submit yourself to a medical examination from time to time when so required by the Company.

**14. GENERAL**

(a) You shall keep confidential, all information, including those pertaining to your appointment and others you have obtained in the performance of your duties or by association with customers and clients of the Company.

(b) You shall not divulge Company secrets, or other information obtained by your association with customers or clients of the Company after leaving employment in the Company.

© In the event of your receiving specialized training, the Company reserves to itself the

right to impose any conditions for minimum period of service thereafter, and for

execution of a bond.

**15. LETTER OF ACCEPTANCE**

You are requested to sign and return the duplicate of this letter in confirmation of your acceptance of the appointment subject to the terms and conditions contained therein.

We welcome you to the services of Evolve Technologies (Pvt)Ltd. and express the hope that your association with the Company will be of lasting mutual benefit.

Yours faithfully,

**Evolve Technologies (Pvt)Ltd.**

**K.P.L.Pintoe**

**Managing Director/CFO**

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I accept employment on the terms and conditions set out in this letter, the original of which has been given to me.

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Signature of Employee Date