

12th January 2021.

Kirihettige Sithumina Tharanga Perera
No: 325A, Muthuwadiya Road,
Raddoluwa,
Seeduwa.

Dear Sir,

POSITION OF 'SENIOR QUALITY ASSURANCE ENGINEER'

We are pleased to offer you employment as a 'Senior Quality Assurance Engineer' at Evolve Technologies (Pvt.) Limited, subject to the following terms and conditions;

1. DATE OF APPOINTMENT

This appointment is effective from 01st February 2021.

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. 160,000.00 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:-

- a) 7 days at any time
- b) 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:-

- a) Half day per month in the first calendar year of service.
- b) 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.

- (a) 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 from 8.00 a.m. to 4.30 p.m. on week days. These working hours may be varied from time to time as and when the Management deems it necessary depending on the exigencies of work. When required to work beyond these hours, or when you have to work on holidays, you will not be entitled to any additional remuneration for such work by virtue of the fact that you are being placed on the Executive Grade.

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. RETIREMENT

You will be automatically retired on reaching the age of 60 years and there will be no obligation on the part of the Company to offer you employment thereafter.

9. PROBATION AND NOTICE OF TERMINATION

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

- a) During this probation period, if the Employee (you) decide to discontinue the employment contract; a penalty of 02 month's salary will be levied from the employee.
- b) During this probation period, if the Employer (Evolve) decides to discontinue the employment contract, a 01 month's salary will be paid to the employee in lieu of such discontinuation notice.

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

- a) Giving six week's notice, or by the payment of 6 (six) week's salary in lieu of notice. Setting off the unutilized leave in lieu of notice is acceptable.
- b) 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.

10. MEDICAL BENEFITS

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

11. 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. 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 one of the Directors of the 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 their duties.

Confidential information shall include any trade secrets or other information, which is marked confidential or could reasonably be expected to be confidential or commercially sensitive and is not in the public domain. On termination of your employment for any reason, you shall deliver to the employer all documents relating to the Employer and /or its customers.

Your Salary details and conditions are also treated as confidential information.

You should be aware that any breach of confidentiality will result in summary dismissal.

14. 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.

15. GENERAL

- (a) 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. The Company may refuse to grant permission for such business, trade or occupation and continuation of such without the approval of the Company will be misconduct, which will make you liable for the termination of your services.
- (b) You shall not accept or demand any gratification for performance of any function of this Company, whether it is within your purview to perform that function or otherwise.
- (c) You shall do everything within your control, both whilst on duty as well as outside, to safeguard the image of the Company and its business interest.
- (d) 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.
- (e) 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.
- (f) 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.

16. 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.



Nishantha Pintoe
Managing Director / CEO

Evolve Technologies (Pvt) Limited
No. 82, W A D Ramanayake Mawatha,
Colombo 02.

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

01 / 13 / 2021

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Date