

Appointment Letter

Nurul Hasnat Jafran

Azadi-86, Mirboxtula, Chowhatta, Sylhet
Bangladesh

Dear Nurul,

I am pleased to offer you the position of **Junior Executive at Staff India** on the following terms and conditions.

1. Start Date : **Monday 18th September, 2023.**
2. Place of posting : **Staff India, House – 7, Road – 30, Block – D, Uposhohor, Sylhet.**
3. Work Hours : **Monday to Friday 3pm –11pm.**
4. Terms and Conditions: **See attached Employment terms and conditions.**

If you agree to these terms and conditions and happy to join us on the mentioned date, please reply to me asap. Also, please report to HR on **Monday, 18th September 2023 at 02:30 pm** with the documents mentioned in the email.

Also, if you do not understand or wish to clarify anything on this job offer, please call/email to discuss with me. In the event I have not heard from you in the next 24 hours, this offer will be automatically withdrawn.

I look forward to working with you.

Yours sincerely

(MD ABDUL RAZZAK CHOWDHURY)

Employment Terms and Conditions

(According to the Bangladesh Labour Law, 2006 and Bangladesh Labour Rules, 2015)

1. Salary Policy:

1.1. The Employee's salary structure will be as follows:

Basic Salary	TK 6,500
House Benefit (65% of Basic)	TK 4,225
Transport Allowance (20% of Basic)	TK 1,300
Health Care (15% of Basic)	TK 975
Total Salary	Tk 13,000

- 1.2 The employee will be paid **20% extra** on top of the monthly salary for working in night shift (any shift that falls between 7pm-7am).
- 1.3 On occasion, the Employee may be asked to do overtime which will be paid at **double hourly rate**.
- 1.4 The Employee will receive **2 yearly Festival Bonuses** as per the company payment schedule. 50% of the Basic salary will be paid each time so a total of **100% of the Basic per year. (Only applicable for employees who have completed at least 12 months of employment with the company.)**
- 1.5 Salary payments are usually made within the first **7 (seven) working days** of the following month (this excludes the local and origin bank holidays).
- 1.6 Work time lost as a result of the Employee’s late entries and abusive break times will be deducted from the Employee’s salary on **hourly basis**.
- 1.7 The employee will have to open a **BRAC Bank** account to receive salaries once S/he completes his/her probation period.
- 1.8 The Employee will receive a **5% increment** of their basic salary per year.

2. Escrow Fund:

- 2.1 **TK 2,000** per month will be deducted from the total salary of the Employee during the first **12 months** of employment and will be saved in the Employee escrow fund.
- 2.2 The Employee can request to withdraw these escrow funds after completing **21 months** with the Employer.
- 2.3 **One-month** prior notice is required to withdraw the escrow fund.
- 2.4 If the employee is released by the company before 21 months as a retrenchment, the employee will be able to request to withdraw the escrow fund deposited so far with one-month written notice.

- 2.5 If the employee is dismissed by the employer for any disciplinary issues, the employee will forfeit any escrow fund held with the company.
- 2.6 The employee will forfeit the escrow funds if S/he resigns from his position before completing 21 months with the company.

3. Probationary Period:

- 3.1 The first **3 (three) months** of the Employee's employment shall constitute a probationary period.
- 3.2 If the Employee does not receive any notice of termination within the probationary period, the employment will be assumed to be permanent.
- 3.3 The probation period may be extended up to **6 (six) months** depending on the Employee's performance at the first 3 months of the employment.

4. Termination:

- 4.1 During the probation period, the employee may terminate this agreement by **two weeks** written notice. The employer may also terminate this employment any time during this probation period if the performance of the employee is not satisfactory. On both cases, the employee will forfeit any benefits, bonuses or any other payments in lieu of the notice period.
- 4.2 After completing the probation period, the employee may terminate this agreement by giving **2 (two) months** written notice. If the employee fails to meet the notice period, s/he shall pay **2 (two) months** basic salary to the company as per the **section 27 of the labour law**.
- 4.3 After the employee completes the probation period and becomes permanent, the Employer may terminate this agreement by giving **4 (four) months** written notice as per the **section 26 of the labour law**. The employer may also terminate the agreement immediately by paying **4 (four)** months basic salary to the employee and other benefits as per the labour law.
- 4.4 The employer may retrench an employee on the ground of redundancy or needlessness as per the **section 20 (1) of the Labour Act**.
- 4.5 The employer may also dismiss the employee if the employee is found not physically or mentally fit by a registered physician.
- 4.6 The employer may also dismiss the employee without notice or payment in lieu of notice if the employee has been **convicted of any criminal offence or if the employee has been found guilty of misconduct** as per the **section 23 of the Labour Act**. Any of the followings shall be treated as misconduct, namely:
 - a) Wilful disobedience, whether alone or in combination with others to any lawful or reasonable order of a superior;
 - b) Theft, misappropriation, fraud or dishonesty in connection with business or property of the employer;
 - c) Habitual absence without leaves of absence for more than 10 (ten) days at a time without obtaining leave;
 - d) Habitual late attendance;

- e) Habitual breach of any law or rule or regulation applicable to the establishment;
 - f) Disorderliness, riot, arson or breakage in the establishment;
 - g) Habitual negligence in work;
 - h) Altering, forging, wrongfully changing, damaging or causing loss to employer's official records
- 4.7** After submitting the resignation letter to the Employer, the Employee has to hand over all the responsibilities before leaving and completes any pending tasks without taking any kind of leaves from work. If the Employee fails to do so or does not serve the notice period, the Employer may hold any pending salaries, bonuses, or take legal action against the Employee.
- 4.8** The Employee agrees to return any company property to the Employer at the time of termination.
- 4.9** The employee will not be eligible for an **experience letter** from the company unless they have served for a **minimum of 12 months** from the first official start date. They will only receive a release letter.

5. Hours of Work and Break Policy:

- 5.1** The Employee will work **5 days a week, 8 hours per day thus 40 hours per week**. Working shifts will be decided by the company and the employee must be flexible to work on **at least 2 shifts** as per the company requirements.
- 5.2** The Employee can take a maximum of **2 (two) short breaks of no more than 15 minutes each** and the **lunch break shouldn't exceed 30 minutes** on a day. Thus, a total of **60 (sixty) minutes** of breaks are allowed in a day.
- 5.3** Any two breaks cannot be taken at the same hour - which means there must be an hour or more gap between any two breaks.
- 5.4** No short or lunch break should be taken in the **first or the last hour of work**.
- 5.5** The Employee is not allowed to swap/change working hours for personal reasons. Working extra time to cover late minutes or leave is not allowed as well unless permitted by the HR/Manager.
- 5.6** Work time lost as a result of employees found to **abuse break times or late entries** will be deducted from the employee's salary on an hourly basis and also lead to further disciplinary actions as per the law.

6. Holiday Policy:

- 6.1** The Employee is entitled to get **14 days of Public Holiday (Paid)** in total per year as per the Staff India Holiday Calendar. These Public Holidays are a combination of US/UK/EU Bank Holidays plus important local/religious holidays of Bangladesh.
- 6.2** The Employee may on occasion be required to work on a Statutory Public Holiday. Reasonable notice of such requirement will be given and the Employee will be permitted to take another day as a vacation or receive payment at the overtime rate.

- 6.3 The Employee can take a maximum of **10 days of Casual Leave (Unpaid)** per year for any personal reasons which they must request **at least 2 days in advance** to the HR/line manager. These leaves cannot be taken along with the weekends and one cannot take more than **2 days** at a time.
- 6.4 The Employee can take a maximum of **14 days of Sick Leave (Unpaid)** per year for any kind of sickness. A registered doctor's prescription is required as a proof of these sickness.
- 6.5 After completing **1 (one) year of employment** with the employer, the employee will earn **1 paid leave for every 18 working days**. The employee can either take these earned leaves during the year or take payment in lieu of the leaves.

7. Cell Phone Policy:

- 7.1 Employees must turn off or silent their phones while inside the working areas.
- 7.2 Employees are not allowed to play games, socialize or make calls on their cell phones during their working hours.
- 7.3 Employees are not allowed to use their cell phone's camera or microphone to record confidential information.
- 7.4 If the employee needs to take or make an emergency call, they must come out of the working space of the office and use the social areas to do it (i.e., kitchen, balcony, etc) and the call must be completed within a maximum of 5 minutes.
- 7.5 Authorized people should use company-issued phones for business purposes only and preserve them in perfect condition.
- 7.6 Employees are not allowed to download or upload inappropriate, illegal, or obscene material on a company cell phone using our corporate internet connection.
- 7.7 If the employee being found abusing the cell phone policy regularly may face disciplinary penalties that includes salary deduction, ban on smart phones etc.

8. Working with Clients and/or Projects:

- 8.1 Working on client work outside the office is strictly prohibited. No work must leave the office without prior consent from a manager.
- 8.2 Communicating with the client outside the office or using the employee's personal tools i.e. mobile, WhatsApp, Skype, personal email, etc is strictly prohibited. The Employee is only allowed to communicate with the clients via the given tools and user accounts within the office.
- 8.3 The employee will, at all times represent Staff India positively and in good faith and with good intentions to all clients whilst you are working at Staff India, whilst following all client-related rules and policies.
- 8.4 Upon resigning or being dismissed from the job role, the employee is strictly prohibited from contacting any client or project owner, belonging to Staff India, that the employee may have worked with.

- 8.5 All clients, past and present, remain the clients of Staff India in perpetuity, any attempt to contact any clients will be considered a violation of your terms of employment.
- 8.6 Staff India has all the right to take any legal actions for any violations to these terms.

9. Non-Discloser Agreement (NDA):

- 9.1 “Confidential Information” shall include all information concerning or related to any work requested or directed by Staff India or its Client, including without limitation any projects, business, or affairs of the same (whether transmitted orally, in writing, or through any electronic medium and whether transmitted prior to or after the date of this NDA) that are not known by or generally available to the public at large, including without limitation, that which relates to any work requested of the Employee by the Staff India or its client, projects, jobs, research, products, software, services, development, inventions, processes, specifications, designs, drawings, diagrams, marketing techniques, documentation, customer information, pricing information, procedures, data, concepts, business policies or practices, financial statements, and third-party information that Staff India or its client is obligated to keep confidential.
- 9.2 The Confidential Information shall be kept in strict confidence by the employee and shall not be used, without the Staff India’s prior written consent, for any purpose other than in connection with the performance of services by the employee for or at the direction of the Client. The Confidential Information shall not be disclosed to any persons other than the authorized Representatives who have a need to know. “Representatives” shall mean the line managers of the Employee. The employee shall inform its Representatives of the confidential nature of the Confidential Information and shall direct its Representatives to hold the Confidential Information in strict confidence.
- 9.3 The restrictions set forth in section 9.2 shall not apply to any information which: (a) is or becomes generally available to the public through no violation of this NDA; (b) was available to the employee on a nonconfidential basis prior to its disclosure to the employee by Staff India (or its clients); (c) becomes available to the employee on a non-confidential basis from a source other than the Staff India (or its clients), provided that such source is not bound by a confidentiality agreement with the Staff India (or its clients); or (d) is required to be disclosed to any court, regulatory authority, other governmental authority or pursuant to any requirement of law.
- 9.4 The Confidential Information shall at all times remain the property of Staff India (or its clients). No patent, license or other right is granted by this NDA or any disclosure of Confidential Information hereunder. Upon termination of this NDA, or at any time upon the company’s request, the employee will immediately return to the company, or destroy at the company’s sole discretion, all tangible records and all copies within the Employee’s possession, custody, or control containing or reflecting any portion of the Confidential Information.
- 9.5 Should the employee use, publish or disclose any Confidential Information in an unauthorized manner, the company shall be entitled to: (a) preliminary and permanent injunctive relief; (b) all costs and fees relating thereto (including reasonable attorneys’ fees) and any and all damages resulting therefrom; and (c) any other relief afforded by applicable law.

10. Other general terms:

- 10.1** The Employer reserves all the rights to change/amend any clause of this employment at any time by giving at least 2 weeks prior notice to the Employee.
- 10.2** During the term of the employment, the employee shall not engage in any business activity which is competitive with the company or work for any company which directly competes with the company.
- 10.3** The employee should maintain the confidentiality of the company's business strategy while performing duties in the company or in case of change of job the employee shall not misuse or misrepresent any information about the company.

I, the undersigned Employee, hereby acknowledge that I have read, understood, and accepted the terms and conditions of employment in this document.

(Nurul Hasnat Jafran)

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