



Sellcraft Global Solutions

# **Sellcraft Global Solutions Pvt. Ltd**

## Terms and Conditions

01/09/2016

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### **SECTION 1 - INTRODUCTION**

This document gives the detailed information about terms and conditions which are applicable to all the employees (in-house as well as those depute to client's projects) . They are designed to provide the employees conducive work environment for personal as well as professional growth.

Acceptance of the employment implies acceptance of the terms and conditions as outlined here.

### **CHANGES IN POLICY**

Sellcraft reserves the right to amend the contents of this document and it supersedes all previous Documents that have been issued from time to time. The new set of terms and conditions as outlined in this document apply to all the employees irrespective of their date of joining the organization.

### **SECTION 2 - EMPLOYMENT POLICIES**

#### **2.1 EMPLOYMENT VALIDITY**

All employees need to certify the accuracy of the information provided in the employment application and the various supporting documents and certificates. Any misrepresentations, falsifications, or material omissions in these documents will be grounds of termination of the employment without giving any compensation and employee will also be liable for paying the damages to be computed on case to case basis.



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### **2.2 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYER**

Sellcraft is an equal opportunity employer and hiring decisions are based on merit, qualifications, and abilities. Sellcraft does not discriminate in employment opportunities or practices on the grounds of race, color, religion, sex, nationality origin, age or disability.

This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Employees with questions or concerns about discrimination in the workplace are encouraged to bring these issues to the attention of their Supervisor. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in discrimination would be subject to disciplinary action, including termination of employment.

### **2.3 CONFIDENTIALITY**

Employee agrees on confidentiality of information at all the times during your employment and thereafter (without limit of time).

" Confidential Information" means any company proprietary, technical data, trade secrets, know-how, whether oral or written or in electronic format and whether marked confidential or not, including but not limited to: research, business plan, product , product improvements, processes and process documents, services, projects, proposals, all work produced by employees irrespective of whether done during normal working hours or not, computer programs, documentation, customer lists and customers (including but not limited to customers of the company with whom employee becomes acquainted), markets, software's, developments, inventions process, formulas, technologies , designs, drawings, engineering, marketing, distribution and sales method, sales and profit figures, finances, techniques, strategies discoveries, the title and description of any patents or patent applications filed by the company in any country or jurisdiction of the company including its business plans, practice methodologies and technologies (including computer software ), training materials, personnel information regarding the business needs, strategies and technologies of present and prospective clients and the internal company publications, whether directly or indirectly, or by drawing or inspection of documents or other tangible property and all information that comes to your knowledge which would but for this employment would not have been accessed by you, whether such information is in tangible form or not, written or otherwise and formal or not.



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Confidential information however shall not include knowledge, skills, or information which is common to the business of the Company, or which is generally known outside the Company.

Employee needs to understand that retaining the confidential nature of Confidential information is of utmost importance to the business of the Company and in addition to the terms stipulated in this agreement herein employee agrees to execute a Non Disclosure Agreement with the company.

Any breach of this provision shall be treated as gross violation of the terms herein and employee's services are liable to be terminated without notice and damages will be payable depending upon the seriousness of the breach of the trust.

### **2.4 INDEMNITY AND LIABILITY**

In the event of breach of any Intellectual Property Rights (IPR) of third parties due to unauthorized use, access, viewing or downloading of any data material, sites, etc being the property of the third party, the onus of such act will lie exclusively on the employee and Sellcraft or its clients will remain fully indemnified by the employee on account of any claims, cost, proceedings or damages that may be imposed by such third parties against Sellcraft or its clients for injury caused to them resulting from or arising out of any such act on the part of the employee.

On conclusion of services with Sellcraft, the employee is expected not to take up the employment or enter into any type of business /commercial association with any of the Sellcraft's clients or their clients / associates for a period of two years from the date of cessation of employment without prior NOC.

### **2.5 NEW EMPLOYEE INDUCTION**

Induction is a formal welcoming process that is designed to make the new employee feel comfortable, well informed about Sellcraft, and prepare for their respective new roles. Employee induction is conducted by Human Resources representative, and includes an overview of Sellcraft history, its core values, vision, mission, goals and objectives. In addition, the new employee also is given an overview of his/her job description, appointment terms, compensation and benefits.



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### **2.6 OFFICE HOURS**

In House Office Staff:

**Staff other than managers. Lead and Senior Management**

Timing 9.00 AM to 6.00 PM with flexi timing of one hour

**Managers. Lead and senior management**

Timing 9.00 AM to 7.00 PM with flexi timing of ½ hour

**Special services departments, HR, Accounts**

Timing 9.00 AM to 7.00 PM with flexi timing of ½ hour

**IT Department**

Timing - need presence till office remains open – by rotation of engineers

**Client Deputed Staff: As per client office timings.**

### **2.7 WORKING DAYS & HOILDAYS**

#### **1. In House Employees :**

Sellcraft observes working of 6 days a week from Monday to Saturday except 2 Saturday of every month either 1<sup>st</sup> and 3<sup>rd</sup> or 2<sup>nd</sup> and 4<sup>th</sup> however, in case of work pressure, or in case of office remaining closed due to unforeseen circumstances like bandh, heavy rains etc. the concerned department Heads may require employees to work on any Saturday also and no compensatory off can be claimed for working on such Saturday.

Holiday list is declared in the beginning of the year.

#### **2. Employees deputed to client location**

Employees will observe the working days and hours based on the client policy. Holidays will also be enjoyed based on client's holiday list.



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### **2.8 COMPENSATORY OFF & OVERTIME**

1. Compensatory leave can be granted if person is traveling on day to be off or person has been putting substantial compensatory hrs 20% or more in view of pressure from clients and has been getting results. Flexibility in timing and attendance is granted. The sanctioning of compensatory off will be at management discretion.
2. Management staff will not be eligible for compensatory offs.
3. Overtime will be not be payable to in house employees as they would be given compensatory off.
4. Overtime to client deputed employees will be paid based on the client approvals and rate of overtime given by them.

### **2.9 LUNCH PERIOD**

Employees are allowed a 30 minute lunch break. Lunches are generally taken between 12.30 hrs to 14.30 hrs on a staggered schedule.

### **2.10 PERSONNEL FILES**

Personnel files are the property of Sellcraft, and access to the information is restricted. Employee personnel files include the following: Attested copies of educational Certificates, Passport copy, PAN Card copy, past employers certificates and salary slips, Proof of residence, Job application, job description, resume, Photograph, signed copy of offer and appointment Letters, Signed copies of Non disclosure agreement and work ethics agreement, training record, Salary history, record of disciplinary action and documents related to employee performance review, coaching, and mentoring. Documents pertaining to separations like resignation, acceptance, relieving, full and final settlement, Exit interview, Form 16 under the Income tax Act, etc will also form part of the personal records.





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### **2.11 DOCUMENTATION AND BACKGROUND CHECK**

#### **1. Background checks for the in house employees**

With the increasing number of cases of failures in background check and subsequent damage to the company /client, Sellcraft regards Background checks as mandatory in the recruitment process. The background checks for the in house employees involve the validity of the following documents.

#### **2. Background Check for client deputed employees**

This is done based on the specific policy of the client. If client demands this is done thru the third party.

#### **List of required documents:**

- Background Check Form
- X th Mark Sheet
- XII th Mark Sheet
- Copy Of Highest Degree Certificates
- Copy Of Highest Degree Mark sheets for all semesters.
- Past employer's Experience Certificates (Last 3 employer or 5 years of employment whichever is higher)
- Past employer's relieving certificates – last three employers
- Copy of Resignation acceptance letter
- Copy of last s Employer's Pay Slips (Last 3 Months) and Bank Statements
- Copy of Identity Proof (Copy of Ration card/ Telephone bill/ Electricity bill, property tax paid receipt.)
- Current Residence Proof



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- Signed Copy of offer Letter
- Signed copy of Resume
- Passport Size Photo (4 Copies)
- PAN Card Copy or copy of application for PAN card

### **2.12 PERSONNEL DATA CHANGES**

It is the responsibility of each employee to promptly notify Sellcraft's Human Resources Department of any changes in personnel data such as:

- Permanent and current mailing address
- Telephonic numbers and email address
- Updated cv to include latest projects
- Name of Individuals to be contacted in the event of an emergency

### **2.13 TRAVEL POLICY**

For travel on official purpose, conveyance is paid on actual. Employee is expected to take the shortest possible route. Claim for conveyance is only reimbursement and not a benefit. Relocation and Expenses incurred towards joining if spent by the company will be debited to the candidate if he/she leaves the company within 6 months from the date of joining. Care should be taken to see that the most economical mode of transport is availed keeping convenience & time factor in mind.

Employees those are deputed at client site they will get travel allowances as per clients policy and approvals.

#### **Local Conveyance: In house employees**

- Two wheelers:** Employee, who uses the two wheelers, will be reimbursed a conveyance at the rate of Rs. 2.75 per KM.
- Four wheelers.** The employee using the car while on company's business at the rate of Rs. 9.00 per KM.



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**C. Outstation:** Employees, who need to travel to other cities or branches for company's business, will be eligible for:

- 1.1. Mode of travel:** To obtain sanction in advance.
- 1.2. Food:** Food allowance- Rs.250/- on overnight tour and 200/- for one day tour.
- 1.3. Lodging:** As booked by company

### **2.13 EMPLOYEE PERFORMANCE REVIEW**

#### **Performance Evaluation**

Performance evaluation will be conducted every quarter by the immediate superior and the feedback will be sent to HR Head and appropriate feedback is given.

#### **Open Appraisal:-**

Open Appraisal will be done once a Year from the date of joining of the employee.

#### **Appraisal Process**

- a) Self-appraisal
- b) Appraisal by Management
- c) Goal Setting for Next appraisal including Joint Appraisal
- d) Final rating & recommendation
- e) Practice of rationalization, normalization will be considered.

Performance evaluation will take into consideration the targets set and accepted by employee.

### **2.15 OUTSIDE EMPLOYMENT**

Employee is not allowed to take any other employment, assignment etc. during their tenure/ while they are serving Sellcraft.

### **2.16 DEPUTATION & TRANSFER**

If business demands employees can be transferred or sent on deputation. Allowance will be provided on based on the duration and location of deputation.



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### **2.17 CODE OF CONDUCT AND DISCIPLINARY ACTION**

When an employee deviates from these rules and standards, he/she becomes liable for Disciplinary action. Disciplinary action at Sellcraft is progressive. The usual course of Disciplinary actions includes an oral warning, a written warning, and finally termination of employment. In deciding which initial Disciplinary action would be appropriate, employee's supervisor will consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record.

Sellcraft initiates immediate termination of employment, in cases like but are not limited to: violation of any of the clauses in confidentiality, Lack of work ethics, non adherence to employment rules, falsifying information, lack of productivity and loyalty, criminal Activity, theft, fraud in any form, taking unauthorized leaves, gambling, refusing to carry out assigned work, speaking/ shouting loudly in the work premises, indecent conduct, vandalism or destruction of company property, being on company property during non- business hours without explicit permission, the use of company equipment and/or company vehicle without prior authorization by HRD Department, untruthfulness about personal work history, skills, or training, divulging Company business practice, and misrepresentations of Sellcraft to a customer, a prospective customer, the general public, or an employee.

### **2.18 SEPERATION POLICY**

#### **In house Employees :**

They can separate with due notice and successful handover of the task in hand and informing the latest status of work to a person taking over.

#### **Employees deputed to client site:**

These are released from the client services the day client releases them and wont report to client. Those employees who wish to continue their services with Sellcraft are expected to report to Sellcraft office in Pune or Chennai. They are assigned the duties based on the availability of roles within Sellcraft. The compensation to the employee remains same except withdrawal of special allowances. In case they wish to opt for another client based role, they are proposed to various client's open positions and are needed to clear the interview with the respective clients.



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#### **Notice Period:**

- A) Notice period for the employees of various levels is as follows:
1. Manager designated employees notice period is of 60 working days and minimum 3 weeks for handover to replacement person. Replacement person has to be same caliber and no handover can be given to subordinate who is unlikely to replace that manager. Facility of salary in lieu of notice period cannot be given if successful handover does not happen.
  2. For Lead level, notice period is of 45 working days and hand over period of minimum one week applies. Replacement person has to be of the same caliber.
  3. All employees apart from Managers. Leads, senior level executives, the notice period is of 45 calendar days.
- B) When an employee intends to leave his/her employment with Sellcraft, he/she will need to give resignation and serve notice period as per above criteria or salary in lieu thereof.
- C) Any dip in performance during notice period would qualify for reduction in compensation. No leaves are permitted to be taken during the notice period. Non performance during Notice period will be considered equivalent of absenteeism.
- D) On cessation of employment with Sellcraft employee shall return all files, records, keys, ID card and any other materials that is property of Sellcraft or its client's and handover the charge to the satisfaction of Supervisor. Providing Login ID, Password, Specific folders, if any.
- D) No final settlement of an employee's dues will be made and relieving and experience letter Issued until all items are returned in appropriate condition and handover of the charge is done to the satisfaction of supervisor. The cost of replacing non-returned items will be deducted from the employee's final dues. Furthermore any outstanding financial obligations owed to Sellcraft (if any) will be deducted from the employee's final dues.
- E) Final settlements will be processed only after the employee submits the clearance from all Concerned departments. If any data, files, folders, emails is found missing from the employees machine, he/she will not be issued relieving or experience letter, and legal action will be initiated against the said employee.



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- F) No in house employee will be issued experience letter if he/she leaves the service of the organization before the completion of agreed employment period. (if any).  
In case of employees deputed to client premises, client's confirmation on successful handover is needed before the issuance of certificates.
- G) The company is entitled to terminate the service of employee without any notice and Remuneration if the Background check is not satisfactory or the information furnished at the time of selection is found to be false.
- H) If it is discovered after the leaving of an employee that he had during his tenure misused office Equipments/facilities, his / her background check will be failed.
- I) Senior staff and Managers will be required to give the company, their own replacement and train the replacement before leaving the company.

### **2.19 ISSUANCE OF DOCUMENTS**

- I. **Appointment Letter:** will be issued after completion of three months or upon accomplishment of target achievement as specified in the offer letter. Any default in performance will result in delay of letter issuance. No appointment letter will be issued to those who have failed to submit the PAN card copy or any legal Photo Identification proof, proof of residence in addition to all other documents as listed in the offer letter it is the responsibility of the employee to ensure that all the required documents are submitted to HR department.

#### **II. Relieving certificates and Final settlement dues:**

- a) The employees will be issued relieving certificates and paid the dues within 45 days from the date of leaving. They need to submit the information of new employer in order to ascertain if they are joining the competitor, in which case no poaching, no data disclosure clause and no compete clause will be added to the relieving letter.
- b) Non compete agreement is signed
  - 1.1 They need to sign no poaching agreement
  - 1.2 Background check will be cleared only if all these terms are complied.
- c) Employees joining the clients / competitors of Sellcraft without NOC will not be issued any relieving letter and the final settlement dues.



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### **III. Experience certificates:**

- a) Experience certificates will be issued after expiry of 30 days from the date of relieving to those employees who have completed at Least one year's continuous service.

**IV. Form- 16 and salary certificate:** will be issued in the last week of May month and will be sent through courier only.

### **2.20 PERSONAL EFFECTS**

Sellcraft assumes no risk for any loss to personal property in the office premises.

### **2.21 PURCHASING AUTHORITY**

Unless authorized, no staff is authorized to do any purchasing.

### **2.22 EXPENSE REIMBURSEMENT**

Expenses incurred by an employee while on duty must have prior approved by HR/Finance Department. All completed reimbursement voucher forms should be submitted in to Accounts Department and the same shall be paid between 10<sup>th</sup> and 15<sup>th</sup> of subsequent month.

### **2.23 COMMUNICATION POLICY**

1. Calls for company's business purpose are encouraged to be made from land line. Mobile may be used for receiving official calls during office hours. In case official calls need to made from your mobile if not in office, the reimbursement claim can be made to accounts department with the details of the clients called. Sellcraft can provide the cell phone if so desired at company cost. All managers connecting with the clients are encouraged to use company paid cell phone.
2. The employee working in-house are expected to keep the personal telephone minimum during the office hours.



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### **SECTION 3 - STANDARDS OF CONDUCT**

The work rules and standards of conduct of contact for Sellcraft are important and Sellcraft regards them seriously. All employees are urged to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing their own jobs and conduction Sellcraft's business. Please note that any employees who deviate from their own jobs, conducting Sellcraft's business, rules and standards will be subject to disciplinary action, up to and including termination of employment.

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, including termination of employment.

- Theft or inappropriate removal or possession of property;
- Falsification of timekeeping records;
- Working under the influence of alcohol or illegal drugs;
- Possession, distribution, sale, transfer, or use of alcohol or illegal in the workplace.
- Fighting or threatening violence in the workplace:
- Boisterous or disruptive activity in the workplace;
- Negligence or improper conduct leading to damage of company-owned or customer-owned property;
- Insubordination or other disrespectful conduct;
- Smoking in workplace;
- Sexual or other unlawful or unwelcome;
- Excessive absenteeism or any absence without notice for 4 or more constructive days;
- Unauthorized use of telephones, or other company-owned equipment.
- Using company equipment for purpose other than business.
- Deleting company's records, database etc.
- Unauthorized disclosure of business "secrets" or confidential information;
- Violation of personnel policies; and
- Unsatisfactory performance or conduct.
- Any other conduct that may warrant disciplinary action as notified from time to time.





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### **3.1 ATENDANCE/ PUCNTUALITY**

Sellcraft expects that employee will be regular and punctual in attendance. This means being in the office, ready to work, at their starting time each day. Absenteeism and tardiness places a burden on other employees and on Sellcraft. If employee is unable to report for any reason, he/she should notify the supervisor before regular starting time. In case the supervisor not reachable, he/she should leave a message.

#### **Late Attendance deductions Calculation**

Deduction of ½ or 1 day's salary depending on the extent of late coming will be made from employees salary for every 3<sup>rd</sup>, 5<sup>th</sup>, 7<sup>th</sup> and so on occasions of late attendance. i.e. reporting to office after 9.45 am. Such deductions will be reduced proportionately if any of the following is true.

- Employee has traveled outstation, during late evening and on Sundays or previous days.
- Employee does have an excellent record of number of hours worked and with late coming he/she far exceeds the committed hours.
- Targets are being achieved consistently.

Register to be maintained (at each branch ) for going out during office hours.

Two hours late coming or early going will be allowed only once in a month as short Leave.

### **3.2 ABSENCE WITHOUT NOTICE**

When an employee is unable to work owing to illness or an accident, He/she is requested to notify his/her Supervisor and HR department. This will allow Sellcraft to arrange for temporary coverage of his/her absence. If the employee do not report for work and Sellcraft is not notified of the status, it will be assumed after four consecutive days of absence that he/she has left the employment at his/her own accord and his/her name will be removed from the muster roll.

If an employee becomes ill while at work or must leave the office for some other reason before the end of the workday, he/she should make sure to inform his/her Supervisor and the HRD staff of the situation.



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### **3.3 HARASSMENT, INCLUDING SEXUAL HARRASSMENT**

Sellcraft is committed to providing a work environment that is free from discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age religion, or any other legally protected characteristic will not be tolerated.

If an employee believes that he/she has been the victim of harassment, or knows about another employee who has, he/she is requested to report it immediately. Employees can raise concerns and make reports without fear of reprisal. Any Supervisor who becomes aware of such concerns and reports without fear of reprisal, harassment should promptly advise the human Resources Representative who will handle the matter in a timely and confidential manner.

### **3.4 INTERNET USE/E-MAIL COMMUNICATION**

The electronic mail system provided by Sellcraft is meant to assist easy conduct of business. The following guidelines establish rules for its use:

1. The electronic mail system is company's property and not the private property of any employee.
2. The electronic mail system may not be used to solicit for commercial ventures, religious or political causes, outside organizations or other solicitations that are not business related.
3. Any Employee who uses the electronic mail system for improper purpose may be subject to disciplinary action.
4. No mails are to be deleted by employees. If an employee is found guilty of doing so, he or she will be subjected to disciplinary action.
5. Communications on the Internet should be for professional reasons and be used in an effective, ethical and lawful manner.
6. Employees are responsible for the content of all text, audio and/or images that they place or send over the Internet. Fraudulent, harassing or obscene messages are prohibited on the Internet by employees should not violate or infringe upon the rights of others. No abusive profane or offensive language should be transmitted through the system.
7. Copyrighted materials belonging to entities other than Sellcraft must not be transmitted by Employees on the internet.
8. All messages created, sent or retrieved over the Internet are the property of Sellcraft. In addition to this, actions deemed necessary and appropriate will be initiated



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9. The email service and internet facility is only for business use and employee shall not send Emails or use internet unrelated to business activities or for personal gains.
10. Use of SELLCRAFT or client emails system to transmit to transmit messages or attachments not related to work are likely to contain viruses and generally in blocked list is prohibited and is liable for legal action against him.
11. Employee understands that Sending intimidating, harassing, chain mails and sending abusive Pictures of texts, personal messages / files and greetings cards are strictly prohibited.
12. Employee shall regularly move important information or contractual mails from electronic Mail message files to word processing documents, databases, and other files.
13. Employees shall not enter or attempt or enter any network in an unauthorized manner using the access granted to me.
14. Employee shall not upload, download or otherwise transmit commercial software or any copyright materials.

If any employee violates any of these rules pertaining to the Email/Internet, he/she may be subject to disciplinary action.

### **3.5 USE / ACCESS OF OFFICE EQUIPMENTS AND HARDWARE / SOFTWARE INFRA STRUCTURE**

1. The employee shall use the office equipments, computer, software, internet and other telecommunication services for performing the official work of SELLCRAFT or clients only and not for personal purpose.
2. The employee shall not by unlawful, unauthorized means access any network, service, software of SELLCRAFT or its clients.
3. The employee shall keep password confidential and will not pass on the same to anyone and adhere to the guidelines as prescribed by SELLCRAFT / clients.
4. The employee shall not circulate, store and create any inappropriate material.
5. The employee shall not bring any outside magnetic media and take out any magnetic or paper holding Sellcraft information.
6. The employee shall adhere to all copyright and licensing agreements.
7. The employee understands that appropriation of SELLCRAFT or client software for personal use whether done by authorized copying or by actual removal of the self-replicate may damage, or hinder the performance of the system.
8. The employee shall not introduce any computer code designed to self-replicate, damage, or hinder the performance of the system.
9. Sellcraft's telephones are intended for the use of serving our customers and in conducting



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Sellcraft's business.

10. Personal usage during business hours is discouraged except for extreme emergencies.
11. All personal telephone calls should be kept brief to avoid congestion on the telephone line.
12. To respect the rights of all employees and avoid miscommunication in the office, employees must inform family members and friends to limit personal telephone calls during working hours.
13. Employee will be accountable for unreasonable telephone calls which will be tracked.
14. If an employee is found to be deviating from this policy, he/she will be subject to disciplinary action.
15. All equipment are the sole property of Sellcraft. Equipments are to be used for company purpose only and due care should be taken.
16. Equipment like computers, printers, scanners, etc. to be put on and off every day, by an employee when one comes or leaves office early and computers required by your colleague, individual fans, lights to be put on and off when not in use. Common lights, fans, AC to be on and off while coming and leaving as per the schedules fixed.. FAX internet lines, Telephone lines, etc to be ON continuously & always.

### **3.6 USES OF INFORMATION**

1. Employee understands that any software, systems ideas, concepts, designs, documentations or any other material produced during the course of assignments are legal property of SELLCRAFT and its customer and he/she shall not have any claims or right towards the same.
2. During the course of the assignment the employee shall not use any software, systems, ideas, concept, design, documentation or any other material, belonging to any individual or body corporate. SELLCRAFT and/or client shall be informed to such usage.

### **3.7 COMPANY IMAGE**

A company image is the sum total of impressions left on the company's many public's. In many instances a brief, casual act by an employee can either lift or damage the corporate image in the eyes of a single customer or caller on the phone. All employees need to understand what constitute company image as follows, to be held with utmost regard in any communication.

- a. The core business ethics and financial performance of the company,



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- b. The Brand ("brand equity"),
- c. Its reputation for innovation or technological prowess, usually based on concrete events,
- d. Its employee friendly policies and value addition employees gain in the company.
- e. Its relationship with customers, stake-holders, and employees

### **3.8 TOBACCO AND ALCOHOL PRODUCTS**

The use of tobacco and alcohol products is not permitted anywhere on Sellcraft's premises.

### **3.9 ANTI-BRIBERY AND CORRUPTION POLICY.**

Sellcraft take a zero-tolerance approach to bribery and corruption and requires that all Company Employees and Associated Persons act professionally, fairly and integrity in all their business dealings and relationships wherever they operate.

This policy is intended to reflect commitment to uphold all applicable laws globally and conduct all its business in an honest and ethical manner. The giving or receiving of bribes in any form and for any corrupt purpose is an offence, whether or not the benefit or effect of the bribe is enjoyed by the person giving or receiving the bribe or by some other person. The bribery offence may be established notwithstanding the person was not able to complete the corrupt act request or to put the corrupt intention into action.

The policy applies to all employees, officer and directors of the Company and of the Company's subsidiaries, affiliates and related corporations, whether permanent or temporary ("Company Employees"). In addition to Company Employees, employees, officers and directors of the Company's representatives, vendors, contractors, agents, customers, consultant, business contacts, advisers and any other entity that performs services for on behalf of the Company or any of its subsidiaries or their employees, wherever located are expected to have and comply with their own ethical business policies or comply with this policy.

#### **Breach of the policy:**

Any breach of this policy could result in disciplinary action including dismissal of the employee or termination of relationship with Associates Persons.



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#### **3.10 GIFT AND HOSPITALITY/ENTERTAINMENT POLICY.**

The term “gifts” would include any gratuitous monetary or non-monetary benefit. • The term “hospitality” would include any form of travel, hotel, food, drinks, entertainment, or any events (participating or watching) such as sporting events, theatrical events, awards or ceremonies.

1. “Gifts” and/or “Entertainment” means anything that has commercial or personal value including, for example, transfer of value such as discounts, loans, sponsorship, favorable terms on any product or service, transportation, use of Company or others’s assets, subsidizing of expenses, client entertainment.
2. The giving of Gifts or Entertainment is a routine part of doing business and can help to promote Company brand. However, extreme caution must be exercised to ensure that the giving of any gifts or provision of hospitality does not create a conflict of interest. Accepting or giving a ‘gift or Hospitality in return for a business advantage or a competitive insight, whether directly or indirectly, knowingly or unknowingly, is forbidden.
3. The maintenance of detailed record on all high value Gift (given or received) and Entertainment (provided) is essential and is one of the most efficient ways to detect and prevent instances of bribery and corruption.
4. Gifts in the form of **flowers/fruits/sweets/food items/company souvenirs** if they are of nominal value are acceptable.
5. Any gift or hospitality given is provided in the name of the Company and not in the name of the individual;
6. The gift or hospitality does not include cash or a cash equivalent (e.g. vouchers, gifts certificates);
7. Failure to comply with this Policy may result in severe consequences, which could include internal disciplinary action or termination of employment or consulting arrangements without notice.



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### **SECTION 4 - SALARY POLICIES**

#### **4.1 COMPENSATION INCREMENTS**

Each employee's annual salary will be reviewed at least once each year. The employee's appraisal will usually be 1<sup>st</sup> of April or on completion of one year of service.

Increases will be determined on the basis of performances and merits, adherence to company policies and procedures, and ability to meet or exceed expectations as per job description and on achievement of individual/team /company performance goals/targets.

#### **4.2 PAYDAYS**

All employees are paid on a monthly basis. The salaries will be deposited to the respective HDFC salary accounts of employees on or before 7<sup>th</sup> each month with confirmation of attendance and performance. Mode of salary payment is by cheque's or is credited to their respective HDFC Salary Account. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the next working day of operation.

In case of employees joining on or after 20<sup>th</sup> of the month, will be paid along with the salary of the subsequent month. The employee on joining will be given HDFC Salary Account opening forms which needs to be filled correctly with the help of local HR (Standard Copy). Completed forms to be submitted to HO by 20<sup>th</sup> of the month (form processing takes 5-6 working days at the bank).

Company is not responsible for depositing salary cheque. Employees who have not given the bank accounts details, will receive salary by cheque and will be couriered, at the given address. Company is not responsible, if address given is not valid or loss of documents.

#### **4.3 DEDUCTIONS FROM SALARY**

The applicable deductions from the salary of employees are:



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- 1) **PF deductions** as per Provident Fund Miscellaneous Provisions Act.
- 2) **Professional Tax:** as per the applicable salary slab.
- 3) **TDS:** Income tax will be deducted depending upon the Investment Declaration given by employees in Income tax format and as per the provisions of Income tax Act. The employees are expected to do investment in the right tax savings instruments and plan their taxes. The employees will be given the Income Tax Planning Format on joining. It will be the responsibility of the employees to submit to account department, the investment Proof as per Declaration given failing which the accounts department will deduct the TDS as applicable considering only the investment proofs submitted.
- 4) **Lack of Productivity:** The employees are required to comply with the job description as provided in the offer letter. If he / she fails to fulfill the job responsibilities / or meet the agreed targets then from the 2<sup>nd</sup> month the Management will deduct proportionately an amount from the salary as it deems fit towards lack of productivity.
- 5) **Late Attendance.** Up to 15 minutes on maximum 3 occasions can/ will be condoned. Beyond this will warrant deduction of half day from the salary, Genuineness for late coming will be will be at the discretion of the management. Introduction of Flexi timings, if any, will be at the sole discretion of the management.
- 6) **Any violation** of Confidentiality agreement, inappropriate conduct, lack of loyalty, poor quality of work, lack of productivity will cause deduction in the salary.
- 7) **Other Deductions:** As applicable by Govt. & under the Employment Terms as agreed and accepted.
- 8) **Freshers / New joinees** - If the performance/ aptitude/ willingness to perform the given job, is not observed, they can be relieved anytime within 45 days on payment of Basic salary and D.A. All targets will have to be achieved as set by the management and mutually agreed. Suitable deductions will be made if the targets are not achieved.





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### **SECTION 5 - BENEFITS AND SERVICES**

#### **5.1 GROUP insurance**

The employee will be covered under Group Personal Accident insurance scheme.

#### **5.2 HOLIDAYS**

Maximum 10 days holidays would be given and the list of holidays to be finalized for each city and the same to be put up in each office for information of all employees.

Holidays can be chosen only so as to coincide with common local holidays and national holidays.

Any forced off, due to bandh, riot, unfair weather, rain or lack of transportation, would have to be compensated on Saturday or holidays.

Holiday will coincide with local holidays and national holidays.

For external Employees, Holiday is as per Client.

#### **5.3 LEAVES**

##### **(A) Privilege Leave (PL)**

Privilege leave is calculated at the rate of one day leave for every twenty-two days worked.

1. PL can be availed after completion of one year.
2. PL cannot be clubbed with any other kind of leave.
3. PL can be prefixed or suffixed with holidays. However, holidays which fall during leave, shall be Counted for determining the total leave taken.
3. Any leave on account of prolonged illness can be adjusted with PL with sanction.
5. PL cannot be availed while projects are in progress. Employee taking leave during the project will do so without pay.
6. PL is en-cashable after being accumulated for 60 days, for total number of days, not Exceeding half the total balance days, rest to be availed or carried forward. Leave



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Encashment sanction is the complete prerogative of the management. No PL would be granted without prior sanction.

7. Employees leaving without giving complete notice and proper handover will not be eligible For Leave encashment.
8. To avail PL one has to apply for the leave through email to his immediate superior and copy to HR department at least 15 days in advanced to proceeding on leave.
9. Sanctioning of PL will be at the sole discretion of the management. Exigencies of work & Pressure, performance, merits will be of important consideration prior to grant of PL.

#### **(B) Casual Leaves cum Sick Leaves (CL):**

An employee after putting in 6 month of service becomes eligible for CL at the rate of 1 per month or every thirty days worked including weekly offs.

1. CL cannot be en-cashed or carried forward.
2. CL cannot be taken for more than 3 days at a time.
3. CL cannot be taken more than once a month. If it is taken for two or three days it cannot be taken more than once every two months.
4. Wherever possible, the employees will have to take advance permission for availing CL Through email. In case of emergencies, or sickness of the employee, they must inform the Supervisor on phones Plus send an SMS (both) for such leaves.
5. CL taken more than 2 days on account of being Sick will require a medical fitness certificate.
6. Leave cannot be claimed as a matter of right and the decision to grant or refuse leave rests Solely with the sanctioning authority / company management.
7. Any holiday/weekly off suffixed and prefixed by a leave is considered as leave.



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### **Leave application**

Leave application should be sent through official email only to reporting manager/sanctioning authority / HR Head. Sick leave or casual leave can be taken without prior application in case of unexpected work or illness or emergency.

### **Unpaid Leaves**

Salary will be deducted if no leaves are to your credit. If the employee continues to take unpaid leave every month, management can consider the deduction at rate higher than daily wages. It will also affect the performance appraisal.

### **Unapproved leaves**

Salary will be deducted at twice the rate.

### **Maternity leaves**

9 weeks or 84 days of paid leave can be availed by employees who have completed 180 working days prior to availing of Maternity leave. Leave encashment can be done after 3 months of continuous service after maternity leave and satisfactory performance. The stability clause of one year will apply on the grant of maternity leave pay.

## **5.4 TRAINING AND DEVELOPMENT**

Sellcraft recognizes the value of professional development and personal growth for employees. HR department will do regular Training Need Analysis and training will be organized. The Training Schedule will be intimated to all the concerned and the Training calendar will also be updated. The Following types of Training will be conducted periodically depending upon the need analyzed.

- 1) Internal Training
- 2) External Training



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### **5.5 PROVIDENT FUND AND GRATUETY**

Employees will be covered under the Provident fund and Miscellaneous Provisions Act as per the provisions there under. We are an UNEXPEMPTED Establishment for Provident Fund Purpose.

All employees are covered under gratuity act.

### **5.6 LOANS AND ADVANCES:**

Loans and advances can be given to those who have completed minimum of 5 years of service, for special cases of emergency such as sickness. The loan has to be secured against the post dated cheques.

## **SECTION 6 - EMPLOYEE COMMUNICATIONS**

### **6.1 GRIEVANCE HANDLING**

The employees may communicate to the HR manager the problems faced by them during discharge of their duties, suggestions to Sellcraft etc. Salary related issues, HR, related, policies and confidential information through email on [personnel@Sellcraft.net](mailto:personnel@Sellcraft.net).