

Confirmation and Date of Joining (Employment) Agreement

This Confirmation and Joining (Employment) Agreement (hereinafter called the "**Confirmation Agreement**") dated _____ (hereinafter called the "**Date of Joining**") is entered in to between **US Technology International Private Limited**, a company registered under the Companies Act, 1956 having registered office is at Nila, Technopark, Trivandrum, India (hereinafter referred to as the "**Company**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns); and **Mallika Wadhwa**, son of/daughter of/wife of Mr **GIAN CHAND WADHWA** ♀, born on **Oct 12 1993** and residing at **JALANDHAR** (hereinafter referred to as the "**Employee**").

The Company and Employee shall hereinafter jointly be referred to as the "**Parties**" and severally as the "**Party**".

Whereas the Company and the Employee had electronically entered into an Employment Agreement using Adobe Sign.

Whereas the said Agreement will be effective only on the Date of Joining and upon signature of this Confirmation Agreement.

Now it is mutually agreed as below: -

1. The terms of the above-mentioned Employment Agreement (hereinafter the "**Agreement**") signed by the Parties using Adobe Sign will form the part of this Confirmation Agreement and is attached to the annexure to this Agreement.
2. The Parties agree that they will not dispute the signature on the Agreement which is affixed using Adobe Sign. The Employee confirms that the Adobe Sign signature on the Agreement is his/her own and will be admissible in evidence before any court of law.
3. The Employment Agreement or link to the Agreement initiated through Adobe Sign has been received in the Employees email address, which is accessed only by Employee. Employee having read and understood the terms of the Agreement, voluntarily accepted the terms of the Agreement.
4. Without prejudice to the above, in any event the Adobe Sign is found to be not valid, the Parties agree that the covenants of the Agreement are legally enforceable set of promises by each party forming consideration for each other and shall be considered incorporated into this Confirmation Agreement.

5. This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF the undersigned have executed this document at India - Bangalore , on the _____ (Date of Joining).

For US Technology International Private Limited

Signature:

Name:

Authorised Signatory

Date:

Signature:

Name:

Employee (To be signed on the Date of Joining)

Date:

EMPLOYMENT AGREEMENT

This Employment Agreement is made at India - Bangalore on
("Agreement")

By & Between:

US Technology International Private Limited, a company registered under the Companies Act, 1956 having registered office is at Nila, Technopark, Trivandrum, India (hereinafter referred to as the "**Company**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns); and
Mallika Wadhwa , son of /daughter of/wife of Mr GIAN CHAND WADHWA ♀, born on Oct 12 1993 and residing at JALANDHAR (hereinafter referred to as the "**Employee**").

The Company and Employee shall hereinafter jointly be referred to as the "**Parties**" and severally as the "**Party**".

RECITALS:

- A. The Company is engaged in the business of IT&ITES ("**Business**").
- B. Pursuant to the Employee accepting the terms of the offer letter dated Jun 03 2021 and upon the successful completion of the Employee's background check, the Employee is hereby appointed at the position of Tester II - Software Testing with the Company on the terms and conditions set out in this Agreement.
- C. The Company has been assured by the Employee that the unique and expert services of the Employee will be substantially available to the Company during the course of his employment on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

1. INTERPRETATION:

- A. Recitals hereinabove mentioned shall be construed and treated as an operative part of this Agreement for all purposes.
- B. **Definitions:** For the purposes of this Agreement, the following capitalized terms listed in this Clause shall have the meanings as defined hereunder:

“Affiliate/s” in relation to a Person,

- (i) being a corporate entity, shall mean any entity or Person, which Controls, is Controlled by, or is under the common Control of such Person;
- (ii) being an individual, any entity or Person, which is Controlled by such individual or a Relative (the term “**Relative**” would have the meaning as ascribed to it under the Companies Act, 2013) of such individual;
- (iii) in any other case shall mean a Person Controlled by a Party / Parties to this Agreement.

“Agreement” shall mean this instrument as originally executed and delivered or, if amended or supplemented in writing, as so amended or supplemented, and overrides all previous correspondence and representations made expressly or impliedly. The relationship of the Parties hereto shall be solely and exclusively governed by the terms agreed in this Agreement or such further amendments as may be agreed by the Parties in writing.

“Applicable Law/s” shall mean any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval, authorizations of any Governmental Authority, directive, guideline, notification, circular, regulation, permit, notice, protocol, code, policy, requirement or other governmental restriction or any similar form of decision or any binding action of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or at any time thereafter.

“Claim/s” means any action, claim, cost, damages, expense (including without limitation legal and other professional fees and expenses), demand, fine, penalty, dispute, litigation, petition, suit, investigation, inquiry, proceeding, mediation, arbitration, conciliation, enforcement proceeding, hearing, complaint, assessment, judgment, order, injunction, decree or award (administrative or judicial (criminal or otherwise) by or before any Governmental Authority);

“Company Policies” shall mean the policies and procedures of the Company as may be documented and/or practiced and/or instructed by the Company from time to time including any global policy applicable to the Company and its Affiliates.

“Competitor” means any Person directly engaged in the business competing with the Business of the Company.

“Confidential Information” means and includes, information which is confidential and proprietary to the Company and/or its Affiliates and/or to certain third parties with which the Company and/or its Affiliates has contractual relationships, and disclosed to or obtained by the Employee from the Company and/or its Affiliates and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to the Company and/or its Affiliates, Clients, Customers of Clients, Vendors, and/or its Competitors such as: personal data, sensitive personal data, know-how, trade secrets, tools, methods, techniques, designs, computer source code, information about other clients of each party, employee information, pricing information, financial information and business strategies, trade secrets, financial plans, financial

statements, forecasts, market research report, employee related information, formulae, statistics, planned research and development, customer lists, current and future projects, scheme for proposed corporate actions, business plans of the Company, technical information, etc. All information received from or relating to a Client of the Company including the existence of contractual or business relationships, discussions with the Client, any work or service performed for the client, any deliverable or part thereof and any information seen, heard or viewed from a Client's site or system or any other media shall be considered as Confidential Information.

“Control” (including, with its correlative meanings, the term “**under common control with**”), as used with respect to any Party, means ownership, directly or indirectly, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent(50%) or more of the equity interests in the case of any other type of legal entity, or status as a general partner in any partnership, or any other arrangement whereby a party controls or has the right to control the Board of Directors or equivalent governing body of a corporation or other entity or has the ability to direct or influence the operations of an entity, directly or indirectly, by virtue of ownership of a majority of its outstanding voting shares, by contract or otherwise.

“Date of Joining” as used herein or any of the annexures herein shall mean the Date of Joining specified in the Confirmation and Date of Joining (Employment) Agreement between the Parties.

“Disabling Device” means any and all computer program routines, devices, code, instructions, or features (including but not limited to time bombs, viruses, software locks, drop-dead devices, malicious logic, worms, Trojan horses, bugs, errors, defects or trap doors) capable of accessing, modifying, deleting, damaging, disabling, deactivating, suspending, interfering with access to, or otherwise harming software, computers or other user devices, servers, networks, data, or information.

“Effective Date” means the Date of Commencement of employment of the Employee as defined in Section 2.2 of this Agreement.

“Employment” means the Employee’s employment with the Company in accordance with the terms and conditions of this Agreement.

“Financial Year” or “FY” means the financial year of the Company commencing on April 01 every year and ending on March 31 of the following year, or such other financial year of the Company as the Company may from time to time legally designate as its financial year.

“Governmental Authority” means any governmental authority (any state or political subdivision thereof), statutory authority, government department, government company, agency, commission, board, tribunal or public body or authority, including courts of competent jurisdiction or other entity authorized to make laws, rules or regulations or pass directions or any municipality, district or other subdivision thereof and any authority exercising powers conferred by law;

“Intellectual Property” shall mean copyright rights, trademark rights, patent rights, trade secrets, moral rights, rights of publicity, authors’ rights, contract and licensing rights, goodwill and all

other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the laws of any state, country or jurisdiction.

“Person” or “Persons” means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof that is not a party to this Agreement.

- (i) internal memoranda, computer equipment (including software), training materials, books, and all other like property, including all copies, duplications, replications, and derivatives of such property which embody Confidential Information and Intellectual Property or any other information concerning the Business, whether such documents have been prepared by the Company or any other Person;
 - (ii) papers, blueprints, drawings, specifications, source code, object code, client's data, pen drives, laptops, keys, pass cards, identification cards, photographs, charts, graphs, notebooks, customer lists, computer disks, tapes or printouts, sound recordings and other printed, typewritten or handwritten documents, sample products, prototypes and models or any other property belonging to the Company and/or its Affiliates.
 - (iii) All machineries and equipment owned or possessed by the Company from time to time;
 - (iv) any residential accommodation, automobile, furniture, fixtures, fittings and furnishings, communication equipment, and all other items; and
 - (v) any tangible expression of Confidential Information, including, without limitation, photographs, plans, notes, renderings, journals, notebooks, computer programs and samples relating thereto
- C. Unless the context of this Agreement otherwise requires (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms “hereof,” “herein,” “hereby” and derivative or similar words refer to this entire Agreement; (iv) whenever this Agreement refers to a number of days, such number shall refer to calendar days unless otherwise specified; (v) headings are used for convenience only and shall not affect the interpretation of this Agreement; and (vi) references to the Recitals, Clauses and Appendices shall be deemed to be a reference to the recitals, clauses and appendices of this Agreement.

2. CONDITIONS PRECEDENT TO COMMENCEMENT OF EMPLOYMENT AND DATE OF COMMENCEMENT OF EMPLOYMENT

- 2.1 Unless otherwise agreed in writing by the company, the Company requires that the Employee meet all of the following requirements (Conditions Precedent) before commencing employment:
- a. (if applicable) having obtained the necessary employment permit and visa and that the employment permit/visa is in effect;
 - b. (if applicable) having submitted certificates from recognised University for proving educational qualification, other documents to prove experience and other documents specified in the Offer Letter.
 - c. the Company having determined that the references it has received in relation to the Employee are acceptable to the Company;

- d. the Company having completed a background verification check in relation to the Employee;
 - e. the Company having received a release letter issued from the Employee's previous employer; and
 - f. the Employee having executed and agreed to all new hire documentation which the Company has requested that the Employee sign before commencing employment, including the documents referred to in the Offer Letter dated Jun 03 2021
 - g. Parties signing the Confirmation and Date of Joining (Employment) Agreement.
- 2.2 The date of commencement of employment shall be the date on which the Conditions Precedent are successfully completed to the satisfaction of the Company (Date of Commencement), however, at the sole discretion of Company, an extension or waiver may be granted for complying with any specific condition precedent, in which case the date on which rest of the Conditions Precedent are successfully completed to the satisfaction of the Company shall be considered as Date of Commencement, provided the revised date of commencement of it is so specified in writing by the Company while conveying such waiver or extension.
- 2.3 This agreement shall stand terminated without further notice, if the Conditions Precedent are not successfully completed to the satisfaction of the Company with in 15 calendar days from the date of signature of this Agreement by the Employee.
- 2.4 The Company shall have the sole and absolute discretion to postpone the commencement of your employment (and determine a later start date) if any of the above requirements are not fulfilled before the date on which the Employee is scheduled to commence employment.
- 2.5 If the Employee does not satisfy these requirements, or the results of the background verification check are adverse at the sole determination of the Company, this Agreement may be terminated immediately at the sole option of the Company.
- 2.6 Employee's Employment with the Company shall be deemed to have commenced on the Effective Date and shall continue to be valid and in full force unless terminated in accordance with Clause 10 of this Agreement.
- 2.7 The Employee may be required to undergo an initial training of 10 (ten) weeks, commencing on the Date of Joining, to enable the Employee to understand the workings of the Company, and perform well at his new employment ("**Initial Training**"). The Employee will require to execute additional documents that set out specific terms and conditions under which the Employee will be undergoing his Initial Training. The Employee agrees and acknowledges to execute such additional documents and be bound by any such policy of training (as may be amended from time to time), for the training the Employee needs to undergo, as a new recruit in the Company. If the employee leaves immediately after training or after joining the Company will be liberty to recover the cost and expenses spent by the Company for imparting training to the employee including by adjusting the same from any amount due to the employee from the Company.

3. **JOB TITLE**

The Employee shall be titled and designated as the Tester II - Software Testing

4. EMPLOYEE'S RESPONSIBILITIES AND PLACE OF WORK

4.1. The Employee is required to serve in the assigned position or in such other capacities, consistent with his status and position in the Company, as may be requested by the Company from time to time.

4.2. The Employee hereby acknowledges and agrees that he shall comply with the terms of this Agreement and shall perform the jobs and responsibilities assigned to him from time to time, which may include managerial, supervisory or administrative responsibilities. The Employee shall carry out his duties in accordance with the directions of the Reporting Manager from time to time. In carrying out his duties, the Employee shall follow all policies and directives of the Company, including the Company Policies and relevant directions given by the Company from time to time.

4.3. The Employee shall diligently perform such duties and functions and assume the responsibilities and obligations contemplated by the designated job position and description and perform such other duties and undertake such other responsibilities and obligations, consistent with his position, in an efficient and competent manner, as the Company shall from time to time determine. The Employee agrees that he shall, under all circumstances, adhere to any obligation, which may not be specifically mentioned in this Agreement but is essential for the proper governance and conduct of business by the Company.

4.4. The Employee agrees and acknowledges that he shall not be authorised or empowered to do any such act or thing, unless specifically authorised under this Agreement or approved/instructed by the Reporting Manager.

4.5. The Employee's normal place of work will be Company's office at India - Bangalore, India or such other location within or outside the Republic of India at which the Company may from time to time require the Employee to base himself. The Employee acknowledges that as a part of his Employment he may be required to perform his functions at different locations, temporarily or permanently, either within or outside India and he agrees to perform his duties from such new location upon reasonable notice by the Company. The Company may, at its sole discretion, second, depute, assign, transfer, and/or send for training programme, the Employee to any other office of Company in India or overseas or to any Affiliates of the Company or to any third parties. It is hereby agreed that in certain circumstances, the Company may allow the immediate family of the Employee to travel with him on such occasions, but the same is at the sole discretion of the Company. The Employee hereby consents to any such secondment, deputation, assignment, and/or transfer by the Company of the Employee's employment including to third parties. Further, in such cases, including when the Employee is sent for training within or outside India, the Employee may be required to execute additional documents that set out specific terms and conditions of any such secondment, deputation, assignment, transfer, and/or training programme, and the Employee agrees and acknowledges to execute such documents and be bound by any such policy of such other office or Affiliate of the Company, in existence at the date of this Agreement or that may be subsequently framed by the Company or its Affiliate and as notified to the Employee, and as may be applicable under law.

4.6. It is imperative for the Employee to have a valid passport and a 4-wheeler-driving license for any travel envisaged under Clause 4.5 above. If the Employee does not have the passport and/or driving license, the same must be applied for with immediate effect.

4.7. The Employee may also be required to make visits and travel both within India and overseas, as may be necessary for the proper discharge of his duties.

4.8. The Company reserves the right to amend the Employee's job description and include additional duties as may reasonably be required to meet the needs of the Business. For the sake of clarification, any such additional duty or change in the Employee's job description shall not entitle him to any additional consideration / compensation unless confirmed by the Company in writing.

4.9. The Employee shall work during the Company's normal business hours and devote the whole of his time, attention and abilities solely to the affairs of the Company and shall, at all times, act in a way most likely to promote the success of the Company.

4.10. The Employee undertakes that he will not enter into any contract, agreement or arrangement with any Person that binds the Company or creates any liability or obligation upon Company, unless specifically approved by the Company. The Employee shall also not communicate with the media in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company. Further, the Employee shall not during the term of this Agreement and anytime thereafter make, repeat, or publish to any third party any false, disparaging, defamatory, accusatory, or derogatory remarks or references about the Company or the Affiliates, whether orally or in writing, concerning them, or otherwise take any such action that might reasonably be expected to cause damage or harm to the Company or any Affiliate or their employees.

4.11. The Employee shall not engage in any acts or deeds such that association with the Employee would be detrimental to the interests of the Company, tarnish the reputation of the Company or cause the Company to be involved in any legal or ethical controversy.

4.12. The Employee shall immediately inform the Company on the occurrence or notification of any criminal proceedings or any bankruptcy or insolvency event against the Employee.

4.13. The Employee shall comply with all the Applicable Laws, the bye laws, Company Policies and such other regulations or guidelines which may become applicable to the Employee, from time to time, including any amendment or modification of any of the foregoing.

4.14. During the term of the employment with the Company, the Employee shall neither seek nor accept to be employed, engaged, hired by or in any manner whatsoever, render services, either as an employee, contractor, joint venture partner, retainer, trainee or otherwise to any third party, either in India or abroad, whether on deputation or otherwise. This obligation shall be binding on the Employee whether the said third party is engaged in similar business as the Company or otherwise. The Employee expressly acknowledges and agrees that the Employee

shall work strictly in accordance with the express or implied instructions of the Company and on behalf of the Company in respect of any work that the Employee may conduct either on the premises of the Company or otherwise, whether during regular business hours or outside such hours.

4.15. The Employee will adhere to the Company's policies at all times on the dress code at work place.

4.16. The Employee is required to understand and implement standard procedures evolved at the Company and its group level for SEI CMMi / PCMM. The Employee's adherence of these standards and procedure will be an important parameter for consideration while evaluating the Employee's performance.

4.17. The Employee shall, during the entire term of his Employment, immediately make full and true disclosure in writing to the Company of:

4.17.1. any direct or indirect interest or benefit he has derived or is likely to derive through, or in connection with, any contractual arrangements, dealings, transactions or affairs of the Company or any Affiliate;

4.17.2. any and all business interests that are similar to or in conflict with the Business of the Company or any Affiliate;

4.17.3. any Intellectual Property developed, created or owned by him and proposed to be used by him during the course of his Employment; and

4.17.4. any factor which may either affect the Employee's Employment or may be in conflict with the terms of the Employee's Employment, either directly or indirectly.

If at any time during the Employee's Employment, the Company becomes aware that the Employee has suppressed any material or relevant information required to be disclosed by him under this Clause, the Company reserves the right to forthwith terminate the Employment without any notice and/or any compensation in lieu of such notice.

5. CONTROLLING LAWS AND PRACTICES

5.1. This Agreement and any services rendered hereunder are subject to all the Applicable Laws and the rights and obligations of the Employee and of the Company under or in connection with this Agreement shall be determined in accordance with the Applicable Laws.

5.2. The Employee shall comply with the Company's Policies, including as may be provided in the employee handbook of the Company, as may be drafted, revised, amended and/or updated from time to time by the Company and as notified to the Employee.

5.3. The Employee and the Company agree to comply with all the Applicable Laws to the performance of their obligations herein. The Employee agrees that in such performance, the Employee shall not directly or indirectly pay, offer or authorize payment of anything of value (either in the form of compensation, gift, contribution or otherwise) to any person or organization contrary to the laws in effect in India or in any country in which the Employee is required to provide services under this Agreement.

5.4. The Employee shall not receive any payments in the nature of a rebate or similar benefit, paid directly or indirectly, by any current or prospective customer or supplier of the Company, nor shall any employee of the Company receive any such payment, paid directly or indirectly, by the Employee or such customer or such supplier.

5.5. The Employee shall strictly comply all security guidelines including Information Security guidelines issued from time to time.

6. REMUNERATION

6.1. The overall compensation the Employee shall be entitled to receive, is a cost to company (CTC) per annum. This sum may include an Annual Variable Payment per annum subject to the policy of the Company in this regard and which shall be at the sole discretion of the Company. Any deductions, including those mandated under Applicable Laws will be shown on Employee's monthly itemised pay statement. The break-up of Employee's annual salary structure is set out in the offer letter, and the additional allowances that may be available to the Employee are also listed in the offer letter. It is clarified that CTC shall comprise the Employee's total cost to the Company and includes all payments made and benefits provided by the Company directly or indirectly to or on behalf of the Employee, whether as salary or otherwise.

6.2. The Employee may also be paid an annual variable payment, which, if payable, will be paid at the sole discretion of the Company. The annual variable payment will be based on Company's performance and also on objective and quantitative indicators that determine how well the Employee has met his/her performance objectives. The Employee may seek details of the objectives and parameters used for determining payout of the annual variable payment from the HR department. The Employee will be eligible for annual variable payment only after successful completion of one year of employment with the Company. It is clarified that this is a discretionary bonus and not available as a right but will only be offered on a discretionary basis by the Company and the Employee acknowledges and accepts that he does not have any contractual or statutory right to receive this discretionary bonus.

6.3. The Company may withhold from any amounts payable under the Agreement such taxes and contributions as may be required to be withheld pursuant to any Applicable Law or regulation. In case of any under-withholding, the Employee shall be responsible to pay the necessary tax and any interest / penalty thereon.

6.4. If, during the Employee's Employment, the Employee becomes indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from the Employee against the compensation payable to the Employee and collect any remaining balance from him.

6.5. The Employee is entitled to gratuity as per the provisions of Applicable Law.

6.6. No salary review will be undertaken after notice has been given by either Party to terminate the Employment. The Company shall be under no obligation to increase the Employee's salary following a salary review. Increments and promotions will be at the sole discretion of the Company and the Employee's performance while discharging his duties in the Company.

6.7. Upon presentation of appropriate documentation, the Company shall reimburse the Employee all reasonable and necessary out-of-pocket expenses, including travel expenses, incurred by the Employee in the course of his employment in connection with the performance of the Employee's duties. All out-of-pocket expense shall require prior approval from the Reporting Manager. The Company has policies and procedures in relation to the reimbursement of such expenses that may be revised from time to time. The reimbursement of expenses shall be subject to the same having been incurred and accounted for in accordance with the said policies and procedures in effect. The Company reserves the right to correct an adverse expense balance by making the necessary deductions from any amounts due to the Employee from the Company.

6.8. In the event of termination, in accordance with Clause 10 herein, no compensation shall be due or owed to the Employee beyond the date of termination of this Agreement.

6.9. The terms and conditions of this Agreement are confidential, and the Employee undertakes not to discuss his salary or benefit entitlements with any other team member. The breach of this provision shall be construed as breach of confidentiality and invoke disciplinary action, up to and including dismissal.

6.10. The Employee may be paid a sign-on bonus of INR[amount] as per the terms of the Offer Letter, which is expected to be paid with the first monthly salary payment, subject to the Employee being actively employed and not serving notice (given by either party) on the payment date. The Employee agrees that if he/she resigns or is dismissed summarily with effect on a date prior to the first anniversary of the Effective Date, the Company shall be entitled to exercise its rights as stipulated under clause 10 provided if the said amount exceeds the amounts capable of being adjusted, the Employee shall repay the Company the balance amount of the sign-on bonus within [seven (7)] days of the last day of employment, failing which an interest at the rate of 12% pa shall be applicable to the unpaid amount.

7. LEAVE AND HOLIDAY

7.1. The Employee shall be entitled to annual paid leaves as per Company policies and Applicable Laws ("Annual Leaves") each Calendar Year (over and above the usual public holidays granted at the Company's sole discretion) in accordance with Company Policies and Applicable Law, as

in effect from time to time. The Employee shall not be entitled to carry forward more than 30 days of paid leaves to any succeeding Calendar Year. All such Annual leaves shall be subject to at least one-week advance notice by the Employee and approval thereof from the Reporting Manager

7.2. With respect the first Calendar Year of Employment i.e. commencing from the Effective Date and ending on 31st December of the following year and the last Calendar Year of his Employment i.e. the period commencing from 1st January and ending on the date of cessation of Employment, the aforementioned leaves shall be calculated on a pro-rata basis.

7.3. Upon cessation of the Employee's Employment with the Company, if the number of annual leaves taken by the Employee exceeds his pro-rata entitlement for the respective Calendar Year, an appropriate deduction will be made from his final pay, and vice versa. Encashment of outstanding annual leave will be as per Applicable Law.

7.4. The Employee shall be entitled to public holidays in accordance with the Applicable Laws and Company Policies.

8. HOURS OF WORK

8.1. The working hours of the Employee shall be from 8.30 am and 6.00 pm on Monday to Friday inclusive with one hour for lunch. The Employee is not allowed to work in addition to the said working hours or/and in excess to 48 hours in any week, unless specifically approved by the Company in writing. Further, the Employee shall be duty bound to preserve all the records (i.e. copies of all such approval to work in excess of the aforesaid limits) during the entire term of the Employment and for a period of two years from the date of expiry / termination of his Employment.

9. BENEFITS

9.1. The Company will make contributions towards Employee's provident fund and will make deductions from Employee's base salary in accordance with the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, provided the Employee meets the eligibility criteria set out therein and the Company is statutorily obliged to pay the same under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952.

10. EXPIRATION, RENEWAL AND TERMINATION

10.1 Subject to the Applicable Laws, this Agreement may be terminated:

10.1.1 by mutual consent given in writing and signed by the Company and the Employee;
or

- 10.1.2 by the Company upon giving 60 days' written notice to the Employee, or payment in lieu of notice; or
- 10.1.3 by the Employee upon giving 60 days' written notice to the Company; or
- 10.1.4 by the Company on the death of the Employee, or on account of permanent disability (certified by a competent medical practitioner); or
- 10.1.5 by the Company immediately and without assigning any reason whatsoever, in accordance with Applicable Law, for Cause.

For the purposes of this Clause 10.1.5, the term "**Cause**" means

- (i) an act of fraud or gross negligence or dishonesty by the Employee;
- (ii) violation by the Employee of any confidentiality or non-competition obligation owed to the Company;
- (iii) conviction of the Employee pursuant to breach of any criminal or securities law;
- (iv) Accepting any personal favors, money to solicit a favor, accepting a bribe;
- (v) persistent negligence or material failure to adequately perform the services and duties required of the Employee under this Agreement and/or insubordination or failure to comply with the directions given to the Employee by the manager without reasonable cause;
- (vi) Three documented customer complaints within a 12 (twelve) month period regarding employee's service, attitude, professionalism or competence;
- (vii) Employee's insolvency or conviction at the final judicial process in the highest relevant authority for any offence involving moral turpitude, deceit and dishonesty;
- (viii) Abusive, verbal or physical attacks on any client or fellow employee;
- (ix) willful engagement in conduct demonstrably and materially injurious to the Company, financially or otherwise and/or breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's Property; or
- (x) irregularity in Employee's attendance, or his unauthorized or unapproved absence from the place of work for more than (3) three consecutive working days; or
- (xi) Employee going on or abetting a strike in contravention of any law for the time being in force;
- (xii) non-performance and/or failure to achieve targets assigned to the Employee during any given period; or
- (xiii) any act of misconduct under the Applicable Laws or Company Policies or any other act which in view of the Company amounts to misconduct;
- (xiv) material breach of any other provision of this Agreement or Company Policies which is either not curable or (if curable) is not cured within 30 days after receipt of notice thereof from the Company containing a description of the breach or breaches alleged to have occurred.

10.2 The Company reserves the right to forthwith terminate Employee's Employment under Clause 10.1.2, 10.1.4 and 10.1.5, provided that the Company pays to the Employee in lieu of the notice period referred therein.

10.3 At the Employee's request, the Company may agree to relieve the Employee before serving the full notice period, the Employee will be liable to pay the Company in lieu of the balance notice period. However, accepting any such early relieving request would be entirely at the discretion of the Company.

10.4 The Employee may deliver the notice of termination by email or through HRMS to his Reporting Manager and the notice period shall commence on the date of receiving the email / HRMS notification. Service of notice of termination from the Company will be deemed to be complete when the notice of termination is received from HRMS. However, where the circumstances so warrant, the Company reserves the right to terminate the employment with immediate effect, as envisaged under this Agreement.

10.5 Upon termination of Employee's Employment, the Company may require the Employee to sign a separation and release agreement with the Company, without the requirement of making any additional payment or consideration in relation thereto and the Employee shall be bound to sign and execute the same.

10.6 On termination of Employment, for whatever reason, the Employee undertakes:

10.6.1 To immediately return to the Company all documents, software, hardware, laptop, credit or charge cards, any other Property belonging to the Company. The Employee also undertakes to return to the Company forthwith any Company's Property that may come into his possession or control after the termination of his Employment. The Employee shall not be entitled to retain copies or reproductions of any documents, papers or computer records relating to the Business of, or belonging to the Company or any Affiliate;

10.6.2 Immediately repay all outstanding debts and loans due to the Company and the Company is hereby authorized to deduct from any monies due to the employee a sum in repayment of all or any part of any such debts or loans;

10.6.3 To immediately resign from any and all the offices and positions he holds with the Company or any other Affiliate (subject to the Applicable Laws) without any compensation for loss of office;

10.6.4 To observe all post-employment covenants set forth in this Agreement or otherwise;

10.6.5 Not to disparage, or make derogatory statements about the Company, its management or employees (including but not limited to any Affiliate or client/customer and their officers and employees);

10.6.6 To grant consent to notification by the Company to any new employer of the Employee about the Employee's rights and obligations under this Agreement; and

10.6.7 Not to represent himself to be connected with or interested in the Business of or employed by the Company or any Affiliate or use for any purpose the name of the Company or any Affiliate or any name capable of confusion therewith.

10.6.8 It is hereby clarified for the avoidance of any doubt, that during the notice period, any amount due to the Company from the Employee will be deducted from salary which will be payable to the Employee during such notice period.

11 LIMITATION OF LIABILITY

The Company shall have no liability to the Employee with respect to Claims arising out of, in connection with, or resulting from this Agreement, whether in contract, tort (including negligence of any degree) or otherwise except for the payment of compensation under the terms of this Agreement.

12 NON-SOLICITATION AND NON-COMPETITION

12.1 The Employee shall not, during the term of this Agreement and for a period of one (1) year after the termination of this Agreement (“**Restricted Period**”), solicit, either directly or indirectly, any business from any client or prospective clients of the Company. Further, the Employee agrees that he shall not, during the term of this Agreement and during the Restricted Period, employ any of the Person being associated with the Company (whether as an employee or otherwise) or induce, influence, entice or attempt, in any manner, either directly or indirectly, to induce or persuade any other employees or contractors of the Company or its Affiliates to terminate their services with the Company or its Affiliates.

12.2 During the Restricted Period, the Employee shall not directly or indirectly or as a trustee, fiduciary or any other representative of any other Person or entity;

12.2.1 request or advise any present client or prospective client of the Company/its Affiliates and/or any Person associated with the Company/its Affiliates (whether financially or otherwise) to withdraw, curtail or cancel its business dealings or association with the Company/its Affiliates and further the Employee shall not be entitled to join or be associated in any capacity with any such entity, other than as an employee of the Company;

12.2.2 take up employment with any existing client and/ or prospective client of the Company/its Affiliates or render any service to any existing client and/ or prospective client of the Company/its Affiliates, whether directly or indirectly or through any agent;

12.2.3 take up employment whether full time or part time either directly or indirectly or through any agent with any of the Competitor, where Confidential Information known to the Employee can be used to the disadvantage of the Company or its existing or prospective clients;

12.2.4 commit any act or assist others to commit any act which might cause commercial loss to the Business and/or the reputation/goodwill of the Company/its Affiliates in any way;

12.2.5 employ, engage or do any such act which will solicit the employment or encourage or aid any other Person to employ, engage and do any such act which will solicit the employment of any Person of the Company/its Affiliates to terminate their employment with the Company/its Affiliates;

12.2.6 solicit or encourage any Person of the Company/its Affiliates to leave their respective employment or to cease work for the Company/its Affiliates;

12.2.7 solicit and/or attempt to solicit or undertake employment with any client of the Company/its Affiliates or any organization where the Employee has been taken or sent for training, deputation or secondment or professional work by the Company/its Affiliates.

12.2.8 take up employment whether full time or part time either directly or indirectly or through any agent with the any of competitor of Company's client, where the Employee was directly involved in such client's project and the client imposes such restriction on the Company.

12.3 Employee shall not run any business of his/her own or help any third party run a business using any Confidential Information belonging to the Company and which has come to his/her knowledge in the course of his/her employment with the Company.

12.4 The Employee hereby acknowledges and agrees that the limitations as to time and the limitations of the character or nature placed in this Clause are reasonable and fair and will not preclude the Employee from earning a livelihood, nor will they unreasonably impose limitations on the Employee's ability to earn a living. In addition, the Employee agrees and acknowledges that the potential harm to the Company of the non-enforcement of this Clause outweighs any potential harm to the Employee by this Agreement and has given careful consideration to the restraints imposed upon the Employee by this Agreement, and is in full accord as to their necessity for the reasonable and proper protection of confidential information and Intellectual Property of the Company now existing or to be developed in the future. The Employee expressly acknowledges and agrees that each and every restraint imposed by this Agreement is reasonable with respect to subject matter, time period and geographical area.

12.5 It is expressly understood and agreed by the Parties that although the Employee and the Company consider the restrictions contained in this Clause to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against the Employee, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

13 INTELLECTUAL PROPERTY RIGHTS

13.1 **Acknowledgment:** The Employee acknowledges and agrees that the Intellectual Property developed by the Employee during the term of the Employment that related to the Business shall be the sole property of the Company from date of creation thereof.

13.2 **Assignment:** The Employee hereby irrevocably, absolutely and perpetually assigns to the Company worldwide rights in respect of all of the Employee's right, title, and interest, in respect of the Intellectual Property developed by the Employee during the term of this Agreement, free from encumbrances and Claims of any kind for the full term of each and every such right, including renewal or extension of any such term. The Employee agrees and acknowledges that any copyrightable work prepared by him during the course of his Employment shall be "works for hire" under the Copyright Act, 1957, in India and under international copyright laws and that the Company will be considered the owner of such copyrightable works.

13.3 **Agreement to Assign:** To the extent any assignment of Intellectual Property cannot be made to the Company or its designees in accordance with the aforesaid provision, for any reason whatsoever, the Employee hereby irrevocably, absolutely and perpetually agrees to assign to Company or its designees, all of the Employee's right, title and interest therein or any part thereof.

13.4 **Co-operation:** During and after the term of the Employee's Employment with the Company, the Employee shall and undertakes to assist the Company, at the Company's expense, in every proper way to secure and maintain the Company's rights hereunder and to carry out the intent of this Agreement and for vesting the Company with full title of the Intellectual Property and all rights, titles and interest therein; and (ii) sign, execute, affirm all documents, including, without limitation, all applications, forms, instruments of assignment and supporting documentation and perform all other acts as may be required for the abovementioned purposes.

13.5 **Third-Party Material:** The Employee represents and warrants that he will not use or integrate in the Intellectual Property any third-party materials or data that are not validly licensed to the Company unless previously authorized by the Company. The Employee shall not incorporate any Open Source Software without express written consent of the Company or where it is incorporated in any deliverables being delivered to a client, without express written consent of the client. The Employee represents and warrants that the Employee has not violated the Intellectual Property rights of any third party, and covenants that he shall not violate the Intellectual Property rights of any third party in the course of his Employment. Provided that in the event the Company is held liable for Employee's violation of any Intellectual Property rights, the Employee undertakes to indemnify the Company and its Affiliate, as the case may be, against any and all Claims resulting therefrom.

13.6 The Employee shall keep all such Intellectual Property of the Company confidential and shall use all such property strictly in accordance with the terms of his employment for the sole benefit of the Company.

14 **DISCLOSURE OF INFORMATION – CONFIDENTIALITY**

14.1 **Acknowledgment:** The Employee understands and agrees that the Company is engaged in highly competitive business; that Company's success is highly dependent upon protection of the Company's trade secrets and Confidential Information; that the Company has invested considerable resources of its time and money in developing its products, services, staff, goodwill, procedures, clients, techniques, special training, client lists, manuals, records, documents, and other trade secrets and Confidential Information; and that upon and during Employment under this Agreement the Company will provide Employee access to and valuable knowledge regarding the Company's trade secrets and Confidential Information, creating a relationship of confidence and trust between Company and the Employee. The Employee acknowledges and agrees that the use of such trade secrets or Confidential Information for the benefit of Competitors would be greatly harmful to Company, and that Company's willingness to enter into business with the Employee and to provide the Employee access to its trade secrets and Confidential Information is conditioned upon (i) the protection of the Confidential Information for Company's sole and exclusive benefit, and (ii) the retention of the Employee's expertise and leadership during the term of this Agreement for the sole and exclusive benefit of Company, and not for any Competitor. The Employee therefore agrees that the covenants and confidentiality provisions set forth in this Agreement are reasonable in scope, time and type of activity and necessary for the protection of Company's legitimate interests, and further agrees that the knowledge of Company's Confidential Information to which he will gain access by virtue of the Employment, constitute good, sufficient and adequate consideration for the covenants and confidentiality provisions set forth in this Agreement.

14.2 **Obligation of Confidentiality:** The Employee shall during and subsequent to the term of this Agreement hold the Confidential Information in confidence and shall not publish, disclose or disseminate, any time, to any Person or Competitor; or use for any purpose any Confidential Information other than such purposes as shall be required to fulfil the Employee's duties with the Company, without the Company's prior written permission. Further, in consideration of being entrusted access to Confidential Information, the Employee acknowledges and agrees:

14.2.1 That he recognizes the proprietary nature of the Confidential Information and his obligation of maintaining the confidentiality of the said Confidential Information and that he will not use the information for any purpose other than the purpose of discharging his duties under this Agreement;

14.2.2 To use his best efforts to exercise utmost diligence, as an individual as well as part of a working group, to protect and guard the Confidential Information of the Company.

14.2.3 Not to disclose any Confidential Information to any Person who is not an 'Authorised Person' either during or after his Employment, nor to use, for himself or another, during the Employment, without the Company's written consent, any Confidential Information obtained by him during the Employment, whether developed by him or not, and the Employee agrees to hold

all Confidential Information in strict confidence. For the purpose of this Clause, ‘Authorised Person’ means (i) Persons working for the Company and specifically authorized by the Company to access such Confidential Information in course of their employment or (ii) anyone else authorized by the Company as receiver of such Confidential Information. However, the Employee may disclose Confidential Information where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that the Employee shall in such a case give the Company a reasonable notice of any prospective disclosure and shall assist the Company in obtaining an exemption or protective order preventing such disclosure.

14.2.4 To comply with all the Company Policies and directives and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from the Company's premises or may be communicated or disclosed only to a restricted internal or external group of individuals;

14.2.5 Not to duplicate or reproduce any Confidential Information in any manner, whatsoever, except as is required for the execution of his duties and work for the Company; and

14.3 **Unauthorised Use:** The Employee shall (i) promptly notify the Company of any unauthorized possession, use or knowledge, or attempt any Confidential Information by any Person which may become known to it; (ii) promptly furnish to the Company full details of such unauthorized possession, use or knowledge, or attempt thereof; (iii) use reasonable efforts to assist the Company in investigating or preventing the reoccurrence of such unauthorized possession, use or knowledge, or attempt thereof of the Confidential Information; (iv) co-operate with the Company in any litigation or investigation against Persons which is deemed necessary by the Company to protect its proprietary rights; and (v) promptly prevent a reoccurrence of any such unauthorized possession, use or knowledge of the Confidential Information.

14.4 **Proprietary Protection:** Confidential Information shall at all times, both during the Employment and at all times thereafter, be and remain the sole property of Company for its sole and exclusive use and benefit. The Employee shall return to the Company or to its nominees Confidential Information, including copies thereof irrespective of storage or presentation medium, including all electronic and hard copies thereof, and any other material containing or disclosing any Confidential Information which is in the Employee’s possession, power and control as and when called upon by the Company and upon termination/expiry of the Employment (regardless of whether or not expressly requested to do so at the time the Employment ceases), as the case may be, destroy the same and shall not make or retain any copies of such Confidential Information. On or immediately after the date of termination of Employee’s Employment, the Employee shall certify (as per the format provided by the Company) that the Employee has complied with the obligations imposed under this Clause.

14.5 **Breach of Covenants:** The Employee acknowledges and agrees that the services to be rendered by him under the Employment are of a special, unique and extraordinary nature which gives them peculiar value. In the event of any breach of any covenant or promise set forth herein, the Employee agrees that the Company shall be entitled to seek judicial remedies for the redress of such breach, including, without limitation, the right to seek injunctive relief. The Employee further acknowledges that it will be difficult, if not impossible, to measure in money the damage

that will be suffered by the Company in the event that the Employee fails to comply with the covenants and restrictions set forth herein and that in such event the Company will not have an adequate remedy at law. Therefore, the Employee agrees that the Company in such event shall be entitled to injunctive relief, both temporary and permanent, to enforce such covenants or restrictions, or any of them, in any court having jurisdiction thereof, in addition to such other equitable and legal remedies which may be available to it.

14.6 **No Warranty:** Nothing contained in this Agreement shall be construed to obligate the Company to disclose any information to the Employee. The Employee agrees that the Confidential Information disclosed under this Agreement is disclosed 'as is' without any warranties, either express or implied. The Company hereby expressly disclaims all warranties regarding the accurateness of the Confidential Information and its fitness for a particular purpose.

14.7 **Former Employer:** The Employee hereby represents and warrants that in course of his Employment, he shall not use or reproduce any Confidential Information or trade secrets belonging to his former employer or any third party, in breach of any contract or Applicable Laws.

14.8 The Employee agrees to sign and be bound by the terms of the Non-Disclosure, Non-Solicitation and Non-Competition Agreement required to be signed by the Employee.

14.9 The Employee will on the execution date of this Agreement and during the course of the Employment may require disclosing to the Company, when the Company so requires, certain personal information which may include amongst others, mental health or any medical deficiencies, past and present, criminal offences; convictions; detentions, etc.

15 E-MAIL & INTERNET

15.1 The Company's computer system contains an e-mail and internet facility, which is provided for business use, but may be used for reasonable personal use during authorised breaks. Misuse of the e-mail or internet system (as detailed in the Company's policies) or use of the computer systems of the Company in breach of the provisions of the Information Technology Act, 2000 or any other Applicable Law will be considered to be misconduct and will be dealt with within the framework of the Company's disciplinary procedure.

15.2 In addition, transmission of any material in the following categories shall constitute gross misconduct: -

- 15.2.1 Defamatory
- 15.2.2 Offensive or Obscene
- 15.2.3 Untrue or malicious
- 15.2.4 Racist
- 15.2.5 Protected copyright material

- 15.3 The facility granted to Employee, for access to the Company's electronic communication system, is a privilege granted to Employee by the Company for use in connection with the Company's business and the Company can unilaterally withdraw the said facility at any time.
- 15.4 While incidental and infrequent personal use of the internet and the e-mail facility is permissible, the said use by the Employee must not result in reduced productivity and will always be subject to the then existing policy of the Company regarding the use of its electronic communication systems.
- 15.5 Electronic communications sent or received using the Company's electronic communication systems are not private or personal. They are to be treated as business documents that are stored, transmitted and transferred on the Company's communication system. These electronic communications are the property of the Company and maybe retrieved by the Company or obtained in the course of legal proceedings.
- 15.6 The use, by the Employee, of the Company's electronic communication systems automatically constitutes the Employee's consent for such use to be monitored, audited and reviewed by the Company. Such use also constitutes the Employees agreement to comply with the then existing policy of the Company regarding the use of its electronic communication systems.
- 15.7 Proper discretion and business judgment must be exercised when using any electronic communication as also when sending sensitive, confidential or proprietary information including, but not limited to, business plans and trade secrets, using the Company's electronic communication systems.
- 15.8 The Employee also undertakes that Employee will not transmit or cause to be transmitted or receive or cause to be received, using the Company's electronic communication systems, any communication which is threatening, offensive, untrue or malicious, racist, defamatory, harassing, abusive, embarrassing, pornographic, vulgar or illegal. Employee shall also not access any web site that is pornographic or vulgar in content or implication. Employee shall transmit or cause to be transmitted or receive or cause to be received, using the Company's electronic communication systems, a protected Copyright material in an unauthorised manner.
- 15.9 While all file attachments that are received via the internet, e-mail must be immediately scanned for viruses before being copied to a computer owned by the Company or being forwarded to other users, the Employee shall not transmit games, chain letters, illegal or unregistered software or other non-business material that may spread false information or clog the network. Employee shall also refrain from accessing chat rooms or other real time interactive sites save those that are specifically authorized by the head of the department where the Employee works.
- 15.10 Employee shall not violate any Law or Government regulation while using the Company's electronic communication systems. All queries regarding legal or regulatory matters shall be promptly referred to the HR department of the Company.

15.11 Upon the termination of the services of the Employee, the Employee shall cease to use proprietary information received from the Company and shall destroy such proprietary information, including copies thereof, that are then in his/her possession or control or return them to the Company, depending on the instructions received from the Company.

15.12 The Company reserves the right to retrieve the contents of the messages for the purpose of monitoring whether the use of the e-mail is legitimate or to comply with any legal obligations and the Employee hereby gives his unconditional consent to the Company or its authorised representatives to access his computer system and networks for this purpose. The Company will not routinely monitor messages.

15.13 The Employee shall not incorporate or utilize any Disabling Devices into any software or system of the Company, its Affiliates, clients or third parties associated with the Company. Upon discovery, or upon notice provided by Company, Employee agrees that it shall, at no additional cost to Company, take prompt action to remove any Disabling and assist Company in remediating the effects of any Disabling Devices.

16 COMPANY'S PROPERTY - EMPLOYEE'S DUTY TO RETURN

16.1 Any and all of the Company's Property, Confidential Information and Intellectual Property of the Company acquired by or in the possession of the Employee under this Agreement, shall be returned to the Company immediately upon termination/expiry of this Agreement.

16.2 In the event the Employee's employment with the Company is terminated or comes to an end, Employee shall sign and deliver to the Company an acceptance of termination and/or release certificate as provided by the Company, without any additional consideration or benefit.

16.3 It is further agreed and understood that until such time as all of the Company's Property, Confidential Information and Intellectual Property are returned and the acceptance of termination certificate/ release letters provided as required the Company shall be entitled to withhold any salary, emoluments or other dues of the Employee then or in future payable to the Employee as per applicable law. The Employee recognizes and agrees that the Company shall be entitled to recover from the Employee and the Employee shall be bound and liable to make good to the Company any loss suffered by the Company on account of misuse of the Company's Property, Confidential Information and Intellectual Property by the Employee and/or any damage occasioned to the Company's Property, Confidential Information and Intellectual Property whilst in the custody of or entrusted to the Employee. It shall be the right of the Company to initiate legal proceedings against the Employee if the Employee fails to return any of the Company's Property, which is in the possession of the Employee, forthwith of the effective date of termination/expiry or requisition by the Company.

17 REPRESENTATIONS AND WARRANTIES

The Employee hereby represents and warrants to the Company that:

17.1(i) He has been provided with a copy of this Agreement for review prior to signing it; (ii) that he has reviewed the Agreement and the Schedules attached thereto, and that he understands the terms, purposes and effects of this Agreement; (iii) he has signed the Agreement only after having had the opportunity to seek clarifications; (iv) he has not been subjected to duress or undue influence of any kind to execute this Agreement and this Agreement will not impose an undue hardship upon him; (v) he has executed this Agreement of his own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; (vi) this Agreement is in all respects reasonable and necessary to protect the legitimate business interests of the Company; (vii) he has all requisite power and authority, and does not require the consent of any third party to enter into this Agreement and grant the rights provided herein; (viii) the execution, delivery, and performance of this Agreement by him does not and will not conflict with, breach, violate or cause a default under any agreement, contract or instrument to which he is a party or any judgment, arbitration award, order or decree to which he is subject; (ix) he is not a party to or bound by any employment agreement, consulting agreement, non-compete agreement, confidentiality agreement or similar agreement with any other Person; and (x) the services to be performed by him shall not infringe upon or violate the personal, civil or property rights, or the rights of privacy of, or constitute a libel, slander or unfair competition against or violate or infringe upon any common law right, copyright, trademark, trade name or patent or any other right of any person or entity;

17.2 He will not execute any instrument or grant or transfer any rights, titles and interests inconsistent with the terms and conditions of this Agreement;

17.3 He is legally permitted to reside and be employed in India;

17.4 He has disclosed all material and relevant information which may either affect his employment with the Company currently or in the future or may be in conflict with the terms of the employment with the Company, either directly or indirectly. It is expressly agreed by the Employee that if, at any time during the Employment, the Company becomes aware that the Employee has suppressed any material or relevant information required to be disclosed by the Employee, the Company reserves the right to forthwith terminate the Employment without any notice and without any obligation or liability to pay any remuneration or other dues to the Employee irrespective of the period that the Employee may have been employed by the Company.

18 OFFER ON LIQUIDATION / CORPORATE ACTION

If the Employment of the Employee is terminated by reason of the liquidation of the Company for the purpose of reconstruction, merger, spin-off, acquisition, amalgamation or by reason of any

reorganisation of the Company or any other corporate action (including a transfer of establishment / unit / undertaking) and the Employee shall have been offered employment with the company succeeding to the Company upon such event on terms no less favourable to the Employee than the terms in effect under this Agreement then the Employee shall have no legal or contractual Claim against the Company by reason of the termination of the Employment.

19 DISCIPLINARY PROCEDURES AND THE COMPANY POLICIES

19.1 In addition to the terms specified herein, the Employee shall be liable for disciplinary action including warning, deduction from remuneration, suspension, demotion, denial of promotion and/or increment, discharge, dismissal etc. for acts and omissions constituting misconduct and violations of the code of behavior in accordance with the Company policies.

19.2 The Employee agrees to comply fully with all of the Company's policies and procedures, including but not limited to, all terms and conditions set forth in the Company's staff handbook, code of ethics and any other memoranda and communications pertaining to the Company's policies, procedures, rules and regulations, and those specifically applicable to sales representatives. The Employee will additionally sign as acknowledgment such Company policies as are applicable specifically to him for providing his services under this Contract. Failure to comply with all such policies and procedures shall be grounds for disciplinary action by the Company, up to and including termination.

20 DISPUTE RESOLUTION

20.1 The Company and the Employee hereby agree that they will, at all times, act in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this Agreement by discussion. If within 15 (Fifteen) days of the commencement of the discussions the dispute is not resolved the dispute shall be referred to binding arbitration, provided that:

20.1.1 Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended from time to time;

20.1.2 There shall be one arbitrator appointed jointly by the Parties, failing which the arbitrator shall be appointed in accordance with the Indian Arbitration and Conciliation Act, 1996;

20.2 The Parties agree that until the arbitration proceedings are complete, they shall not take their disputes to a Court of Law. All hearings shall be held in office premises and the language of the arbitration shall be in English.

20.3 Notwithstanding the aforesaid provisions of this Agreement, in the event of any breach or apprehended breach by the Employee of the provisions of this Agreement, the Company shall be

entitled, in addition to all other remedies, to an injunction, whether interlocutory or preliminary, restraining any such breach, without recourse to arbitration.

21 DATA

21.1 The Company may, in connection with the Employee's employment, receive personal data relating to him or third parties associated with him (such as spouse or children). Such data may be received from the Employee, or from other sources, and some limited personal data may be recorded directly or indirectly by internal security systems or by other means. Subject to the Applicable Laws in India and worldwide, the Company may process such data for relevant and limited purposes only as provided below. By signing this Agreement, the Employee expressly consents to the following:

21.1.1 the processing of his personal data by the Company;

21.1.2 the collection and processing of sensitive personal data about him for limited purposes;

21.1.3 the transfer worldwide of personal data held about him by the Company to other employees and offices of the Company's worldwide organization and to third parties including clients or third party vendors or where disclosure to such third parties is required in the normal course of Business or by Applicable Law; and use of his personal images and voices in marketing material, videos, etc.; and

21.1.4 treating any personal data to which the Employee has access in the course of his employment strictly in accordance with Company Policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to him.

21.2 The Employee understand that such personal information may be subject to disclosure in accordance with the law applicable in the jurisdiction in which the information is processed or stored, which laws may not provide the same level of protection for such information as is provided in the laws applicable to the Employee.

22 NOTICES

All notices required or permitted under this Agreement must be in writing, must reference this Agreement and will be deemed given: (a) when sent by facsimile with confirmation page generated by the sending device, (b) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (c) one working day after delivery to a commercial overnight carrier, with written verification of receipt. All communications to either Party shall be sent to address mentioned on the first page of the Agreement. All communications shall be sent to the contact information set forth in this Agreement or to such other contact information as may be designated by a Party by giving written notice to the other Party pursuant to this Clause.

23 FAILURE TO ENFORCE

The failure of either Party hereto to enforce at any time or for any period of time the provisions hereof in accordance with its terms shall not be construed to be a waiver of such provisions or of the right of such Party thereafter to enforce each and every provision herein.

24 GOVERNING LAW AND JURISDICTION

24.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation including non-contractual disputes or claims shall be governed by and construed in accordance with Indian law.

24.2 The Employee hereby irrevocably agrees that the courts of Law shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation including non-contractual disputes or Claims.

25 ENTIRE AGREEMENT - EXECUTION AND MODIFICATIONS

25.1 This Agreement contains and constitutes the entire and only agreement between the parties hereto representing the subject matter hereof, and any representation, terms or conditions relating thereto in connection therewith not incorporated herein, shall not be binding upon both the Party. This Agreement wholly cancels, terminates and supersedes any and all previous negotiations, commitments and writings between the parties in connection therewith.

25.2 This Agreement shall not become effective or binding upon the Parties until signed by the Employee and an authorised representative of the Company.

25.3 No change, modification, extension, renewal, ratification, rescission, discharge, abandonment or waiver of this Agreement or any of the provisions hereof, nor any representation, promise or condition relating to this Agreement shall be binding upon the Parties unless made in writing and signed by the Employee and, on behalf of the Company, by the aforementioned representative/or authorized representative of the Company.

25.4 If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

25.5 This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF the undersigned have executed this document at India - Bangalore , on

SIGNED by HR Representative:

Signature:

[the duly authorised representative of US Technology International Private Limited]

SIGNED by Employee Name: Mallika Wadhwa

Signature:

EMPLOYEE NON-DISCLOSURE, NON-SOLICITATION AND NON-COMPETITION AGREEMENT

THIS AGREEMENT is entered on _____ between US TECHNOLOGY INTERNATIONAL PVT LTD. a company registered under the Companies Act, 1956 having its Registered Offices at 721 NILA, TECHNOPARK, THIRUVANANTHAPURAM-695 581 (herein after referred to as "**UST**", which expression shall unless it be repugnant to the context or meaning thereof include its successors and assigns) of the one part and Mr./Ms. **Mallika Wadhwa**, son/daughter of **GIAN CHAND WADHWA** ♀ with permanent residence at _____ currently residing at India - Bangalore (hereinafter referred to as "**Employee**") of the other part.

WHEREAS UST has been incorporated for the purpose of carrying on the business of Information Technology services and Export;

AND WHEREAS the Employee has been engaged as an employee of UST and the parties have entered into an Employment Agreement on the Date of Joining to lay down the terms of employment of the Employee;

AND WHEREAS the Employee acknowledges that he/she may be exposed to and / or become aware of Confidential Information (as hereinafter defined) and that it is essential to the conduct of UST's business that the Confidential Information is kept confidential;

AND WHEREAS the Employee also acknowledges that due to the extensive on-job training the Employee receives with UST and the various contacts and relationships the Employee builds with the clients of UST during the course of the Employee's employment, it is essential to the conduct of UST's business that the Employee must not, during the term of his employment with UST and for a period of 12 months thereafter, solicit any of the clients or employees of the UST or compete with UST by providing any Consulting Services (as hereinafter defined) to any of the clients of UST..

AND WHEREAS the Employee and UST have reached an agreement with respect to the protection and treatment of the Confidential Information and with respect to non-solicitation and non-competition by the Employee, and as required by the Employment Agreement specified above, the Employee and UST wish to reduce to writing the terms of the agreement reached between them regarding the protection and treatment of the Confidential Information and the non-solicitation and non-competition by the Employee.

IT IS NOW HEREBY AGREED between UST and the Employee as follows:

1. General

As an employee of UST and in consideration of the compensation now and hereafter paid to the Employee by UST the Employee agrees and undertakes that the Employee will devote his/her best efforts to furthering the interests of UST.

2. Confidential Information

For the purpose of this Agreement, “Confidential Information” means all information that is considered by UST and/or its parent, subsidiary, affiliate companies or their clients/customers to be of a confidential nature and includes, but is not limited to:

- a) Information relating or applicable to the business of UST, its parent, subsidiary and affiliate companies and/or information relating or applicable to the business of the clients/customers of UST, its parent, subsidiary and/or affiliate companies;
- b) any and all technical and non-technical information including patent, copyright, trade secrets and other intellectual property, proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, equipment, algorithms, software programs, software source documents, formulae related to the past, current, future and proposed products and services and includes, without limitation, legal information, contracts and agreements, information concerning research, experimental work, work in-progress, development, design details and specifications, engineering, financial information, proposals, procurement requirements, purchasing manufacturing, customer lists, business forecasts, details of/relating to service providers, sales and merchandising, marketing plans, cost data, profit margins, sales strategies, customer preferences and needs, and employee capabilities;
- c) proprietary or confidential information of any third party who may disclose such information to UST or to the Employee in the course of UST's business, which UST is obligated to treat as confidential or proprietary;
- d) any confidential or proprietary information which is circulated within UST via its internal electronic mail system, intranet or otherwise.

3. Recognition of Absolute Ownership

The Employee hereby recognizes and agrees that UST, its parent, subsidiary, affiliate companies or their clients/customers or any third party who discloses proprietary or confidential information to UST or to the Employee (as the case may be) is the absolute, unrestricted and exclusive owner of the Confidential Information and the Employee agrees that no license of any kind to any part of the Confidential Information is granted, agreed to be granted to the Employee or implied by the terms of this Confidentiality Agreement, or by the disclosure to the Employee of the Confidential Information.

Employee agrees that Employee shall not in any manner whatsoever, represent and/or claim that he/she has any interest by way of ownership, assignment or otherwise in the Confidential Information.

4. Treatment of Confidential Information

At all times, during the employment of the Employee and thereafter, the Employee agrees that:

- a) The Employee shall not, disclose to any third party or use for his own benefit or for the benefit of any third party, any Confidential Information unless such disclosure or use is specifically permitted in writing by UST.
- b) The Employee shall at all times keep confidential all Confidential Information.
- c) The Employee shall use the Confidential Information only for the purpose of, and to the extent as is strictly necessary for, fulfilling his duties under the terms of employment with UST.
- d) The Employee shall not make or permit or authorize the making of any press release or other public statement or disclosure concerning Confidential Information without the prior written consent of UST.

- e) The Employee shall not make copies or reproduce in any manner any of the Confidential Information unless specifically authorized by UST.
- f) The Employee shall not remove or take out or send by e-mail or in any other manner any of the Confidential Information from the UST premises unless specifically authorized by UST.
- g) With respect to third party Confidential Information that UST is bound by agreement to maintain the confidentiality of, Employee will not use such Confidential Information for the benefit of anyone other than UST or such third party, or in any manner inconsistent with any agreement between UST and such third party of which Employee is made aware.

If the Employee has any questions as to what comprises Confidential Information and as to whom if anyone inside UST, it may be disclosed, the Employee shall consult with his manager at UST prior to using or disclosing the information.

This Agreement shall not restrict disclosure or use of information that is:

- a) In the public domain when received by Employee or thereafter enters the public domain through no fault of the Employee, or
- b) Disclosed by the originating party to a 3rd party without restriction.

5. “Date of Joining” as used herein or any of the annexures herein shall mean the Date of Joining specified in the Confirmation and Date of Joining (Employment) Agreement between the Parties.

6. Presumption of Breach

In the event of the possession, access and or use of the Confidential Information by any other third party with whom the Employee may have a nexus, it shall be presumed, unless proved to the contrary, that such information has so come to the possession of the third party on account of breach of this Agreement by the Employee.

7. Non-Solicitation

Employee agrees and covenants that during his/her employment with UST and for a period of twelve (12) months thereafter following the cessation of employment, Employee will not, directly or indirectly, either on his/her own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, shareholder or in any other capacity whatsoever:

- a) interfere with or attempt to disrupt the relationship, contractual or otherwise, between UST and any of its employees or consultants, or hire, engage, solicit, encourage, induce or persuade such person to terminate his/her employment or engagement with UST; or
- b) contact, solicit, encourage, induce or persuade any customer or client of UST and/or its parent, subsidiary or affiliate companies to cease or restrict doing business with UST, its parent, subsidiary or affiliate companies, or in any way damage their business relationship with UST, its parent, subsidiary or affiliate companies.

8. Non-Competition

Employee hereby agrees and covenants that during his/her employment with UST, and for a period of twelve (12) months following the cessation of employment, Employee will not perform or provide directly or indirectly either on his/her own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, shareholder or in any other capacity whatsoever any Consulting Services (as defined below) to/for any client/customer of UST who is/was a client/customer of UST as of the date on which the Employee ceased to be employed by UST or who was a client/customer of UST within six (6) months prior to the date on which the Employee ceased to be employed by UST.

For the purposes of this Agreement, "Consulting Services" shall mean any service or work, including without limitation any strategy, coding, design, analysis, marketing or recruiting that is the same as, or similar to, any service or work that Employee performs or performed during his employment with UST.

9. Return of materials

Employee hereby agrees that at the time he/she leaves the employment of UST, Employee will return to UST all papers, drawings, notes, memoranda, manuals, specifications, designs, devices, documents, diskettes, CD's, DVD's, Tapes, DAT Drives and any other material on any media containing any Confidential Information or other material/information. Employee agrees to also forthwith return all keys, pass cards, ID cards or other property belonging to UST.

10. Personal property

Employee agrees to take care of all his personal property and that UST will not be responsible for loss, disappearance, or damage to personal property on UST premises, or if applicable, on residential premises provided by UST (including apartments).

Employee hereby releases, discharges and holds UST harmless from any and all claims relating to loss of, disappearance, or damage to such personal property.

11. Consequences of Breach

The Employee is aware and acknowledges the fact that any breach by the Employee of any of the terms contained in this Agreement would cause UST to suffer a grave loss and would prejudicially affect the business and interests of UST. The Employee recognizes and agrees that in the event of such a breach and/or apprehended breach, UST shall be entitled to recover from him and he shall be bound and liable to make good to UST, all the losses, damages, costs, charges and expenses, including attorney fees and court costs as may be certified by UST's auditors as having been incurred due to the breach and for the purpose of and/or in connection with, or resulting from any civil and/or criminal proceedings initiated and/or proposed to be initiated by UST on account of such breach or apprehended breach. The Employee agrees that UST shall be entitled to set off, at its sole discretion, the whole or any part of such amount against any amounts due to him and/or entitlements of the Employee on account of Employee's employment with UST. This remedy shall be in addition to other remedies available to UST under law.

12. Miscellaneous

- a) Employee acknowledges that the restrictions in this Agreement are separate and independent and the scope of each such restriction is reasonable and no greater than necessary for the protection of UST's interests. Employee is also aware that the restrictions may be open to scrutiny by courts of law. If any of these restrictions shall be adjudged void or ineffective by a court or courts for any reason but would be adjudged valid and effective if the wording were revised, the said restrictions shall apply amended and modified as necessary to ensure their validity.
- b) Any waiver by UST of a breach or threatened breach of any condition/s in this Agreement by the Employee shall not be construed as a waiver of any subsequent breach of any condition/s in this Agreement by the Employee.
- c) This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and the other terms mentioned herein and shall not be amended or assigned by the Employee except with the prior written consent of UST.
- d) If any term, condition, clause or provision of this Agreement becomes invalid or be so judged, the remaining terms, conditions, clauses and provisions shall be deemed severable and shall remain in full force.
- e) Each party shall bear all costs and expenses incurred by it under or in connection with this Agreement.
- f) This Agreement shall, in all respects, be governed by and construed in all respects in accordance with the laws of the Republic of India.
- g) In relation to any legal action or proceedings to enforce this Agreement, the Parties irrevocably submit to the exclusive jurisdiction of the courts in Trivandrum, India to the exclusion of any other court or courts that may otherwise have had such jurisdiction and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

IN WITNESS WHEREOF the parties here have hereunto set their respective hands the day and year herein above written.

Employee Name: Mallika Wadhwa

Signature:

**Attested on behalf of
US Technology International Pvt Ltd**

HR Representative Name:

Signature:

ELECTRONIC COMMUNICATION & NETWORK USAGE AGREEMENT

THIS AGREEMENT is entered on the between US TECHNOLOGY INTERNATIONAL PVT LTD. a company registered under the Companies Act, 1956 having its Registered Offices at 721 NILA, TECHNOPARK, THIRUVANANTHAPURAM-695 581 (hereinafter referred to as "UST") of the one part and Mr./Ms. GIAN CHAND WADHWA ♦ hereinafter referred to as employee of the other part.

WHEREAS UST has been incorporated for the purpose of carrying on the business of Software Development and Export;

AND WHEREAS the company is pleased to offer to the employee employment as a Tester II - Software Testing and the employee has accepted the said employment, subject to the terms and conditions set out in this agreement;

AND WHEREAS the said employment offered to the employee will enable the employee to have access to confidential and proprietary information belonging to the company as also access to various modes of electronic communication through use of the company's electronic communication tools;

AND WHEREAS the company desires that the employee maintain complete secrecy in respect of the confidential and proprietary information that comes to their knowledge during the employee's tenure with the company and further that the employee uses the company's electronic communication tools in a manner consistent with the company's policy to optimize the benefits and advantages, and limit the potential liabilities, of communication with other employees, customers, suppliers, media, investors and other business related relationships through e-mail, the intranet, the internet and web-site usage.

NOW THIS DEED WITNESSETH AS FOLLOWS:

Mallika Wadhwa understands and agrees that:

1. The terms and conditions specified in this agreement shall be in addition to, and read together with, the terms of appointment incorporated in the offer letter/employment agreement issued to the employee to constitute the totality of the terms and conditions subject to which he /she accepts the employment.
 2. The facility granted to him/her, of access to the company's electronic communication system, is a privilege granted to him/her by the company for use in connection with the company's business and the company can unilaterally withdraw the said facility at any time. While incidental and infrequent personal use of the internet and the e-mail facility is permissible, the said use by the employee must not result in reduced productivity and will always be subject to the then existing policy of the company regarding the use of its electronic communication systems.
 3. Electronic Communications sent or received using the company's electronic communication systems are not private or personal. They are to be treated as business

documents that are stored, transmitted and transferred on the company's communication system. These electronic communications are the property of the company and maybe retrieved by the company or obtained in the course of legal proceedings.

4. The use, by the employee, of the company's electronic communication systems automatically constitutes the employee's consent for such use to be monitored, audited and reviewed by the company. Such use also constitutes the employees agreement to comply with the then existing policy of the company regarding the use of its electronic communication systems.
5. Proper discretion and business judgment must be exercised when using any electronic communication as also when sending sensitive, confidential or proprietary information including, but not limited to, business plans and trade secrets, using the company's electronic communication systems. The employee also undertakes that he/she will not transmit or cause to be transmitted or receive or cause to be received, using the company's electronic communication systems, any communication which is threatening, harassing, abusive, embarrassing, pornographic, vulgar or illegal. He/she shall also not access any web site that is pornographic or vulgar in content or implication.
6. While all file attachments that are received via the internet, e-mail must be immediately scanned for viruses before being copied to a computer owned by the company or being forwarded to other users, the employee shall not transmit games, chain letters, illegal or unregistered software or other non-business material that may spread false information or clog the network. He/she shall also refrain from accessing chat rooms or other real time interactive sites save those that are specifically authorized by the head of the department where the employee works.
7. He/she shall not violate any Law or Government regulation while using the company's electronic communication systems. All queries regarding legal or regulatory matters shall be promptly referred to the HR department of the company.
8. The employee shall not, during the tenure of his/her employment with the company, and for a period of twelve months thereafter, either join the business of any of the company's competitor or run any business of his/her own using any confidential, secret or proprietary information belonging to the company and which has come to his/her knowledge in the course of his/her employment with the company.

For the purposes of interpretation of this agreement, the phrase "proprietary information", wherever it is used in this agreement shall mean such information, belonging to the company, which relates to and which is exchanged in connection with the projects and which is stated to be proprietary information by the disclosing party at the time of disclosure. Such information may be either oral, written or expressed in any other medium but shall not include information that is:

- Known to the receiving party without restriction when received, or is thereafter developed independently by the receiving party; or
- Obtained from a source other than the original party through no breach of confidence by the receiving party; or

- In the public domain when received, or thereafter enters the public domain through no fault of the receiving party; or
 - Disclosed by the originating party to a third party without restriction.
9. Upon the termination of the services of the employee, the employee shall cease to use proprietary information received from the company and shall destroy such proprietary information, including copies thereof, that are then in his/her possession or control or return them to the company, depending on the instructions received from the company.
10. The resolution of any dispute or difference between the parties arising out of and in connection with this agreement shall be by application the Laws of India.

In witness whereof, the parties have signed this agreement on the day and date aforementioned, without any duress or coercion

**Attested on behalf of
US Technology International Pvt Ltd**

HR Representative

Signature of the Employee

UST GLOBAL INC

CODE OF BUSINESS ETHICS

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I. Policy Statement

UST Global Inc (the “Company”) is committed to conducting business honestly, fairly and ethically at all times and in compliance with all applicable laws. The manner in which our employees or contractors conduct themselves is a reflection of our core values, which are more valuable than any service or product we sell –they are the key to our long-term success. This cannot be achieved unless each person accepts the responsibility to act with integrity and demonstrate the highest level of ethical conduct in all work activities. This Code of Business Ethics sets forth the standards that all UST Global Inc employees, contractors, vendors, suppliers, and/or any companies which it owns, controls, or is affiliated with are expected to follow.

Managers, in particular, should recognize that they set an example for others to follow, and are often responsible for directing the actions of others. Every manager and supervisor is therefore expected to take actions that promote compliance with this Code, to provide guidance in resolving questions concerning the Code, and to permit people to express any concerns regarding compliance with this Code. This is especially true for senior management, as “tone at the top” is critical to fostering ethical behaviour throughout the Company.

The Company takes a zero-tolerance approach to any unethical or otherwise inappropriate conduct and will not hesitate to impose appropriate discipline up to and including termination of employment or contract for violations of this Code. We encourage reporting of any actual or suspected instances of non-compliance, and we have no tolerance whatsoever for any retaliation against individuals who report, which is itself a grave violation of this Code.

II. Compliance with Laws and Regulations

The Company is committed to complying with the laws and regulations of the cities, states and countries in which it operates. Every employee, contractor, vendor and supplier without exception must comply with applicable laws, rules and regulations in performing duties for the Company. If you violate laws or regulations in performing your duties for the Company, you not only risk individual prosecution and penalties and civil actions and penalties, you also subject the Company to risks and penalties, and you may be subject to immediate disciplinary action, including possible termination of your employment/contract or affiliation with the Company.

As explained further below, you should consult your manager or Company contact or the Legal Department if you have any questions about the legality of you or your colleagues’ conduct.

A. Anti-Bribery and Anti-Corruption Laws

It is the Company’s policy to comply with all applicable anti-bribery and anti-corruption laws and regulations. More specifically, this means no one should provide, offer or receive anything of value to any third party for the purpose of obtaining or retaining a business advantage, financial or otherwise. “Anything of value” extends beyond cash to include gifts, meals, entertainment, charitable and political contributions, and employment or internships for clients, government officials, or their related persons.

The prohibition against the provision of anything of value applies not only to government officials and employees or officials of organizations with government ownership or control, but also

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includes clients, suppliers, vendors and any person with whom the Company does or anticipates doing business.

Applicable anti-corruption and anti-bribery laws also require that the Company and its employees maintain accurate records of all payments to third parties and ensure that all accounting records reflect actual transactions in reasonable detail and are in compliance with all applicable accounting standards.

Individuals who engage in or facilitate bribery, or who fail to comply with all applicable anti-bribery and anti-corruption laws, will be subject to discipline up to and including termination of employment or contract. Violation of applicable laws may also result in criminal and civil penalties.

If you have any questions regarding how to comply with Company policy and laws relating to bribery or corruption, you should contact the Legal Department.

B. Antitrust and Competition Laws

Antitrust and competition laws aim to promote free and fair competition among companies in the marketplace. While the Company expects its employees and contractors to compete aggressively and creatively on behalf of the Company, the conduct must be fair and in compliance with the letter and spirit of applicable antitrust and competition laws and regulations. The laws in this area that are relevant to our business generally regulate the following areas of conduct:

- Agreements among competitors: Whether formal or informal, whether price-related or related to another element of business, agreements among competitors that unreasonably reduce competition are strictly prohibited. There are circumstances where agreements with competitors may be appropriate, but any such proposal must first be approved in writing by an attorney in the Legal Department. In addition, sharing confidential commercial information with competitors, including (but not limited to) profits, margins, prices, customer lists, costs or marketing strategies, billing practices, future plans and other sensitive information is strictly prohibited.
- Contacts with competitors: Participation in trade associations and professional organizations, as well as informal contact with competitors, may serve useful and legitimate purposes such as the exchange of information about governmental regulations. If you have occasion to speak with representatives of competitors in any areas of the Company's business, you must do so with the knowledge of an attorney in the Legal Department. Additionally, you must be certain never to discuss matters such as the Company's or its competitor's prices, other terms of sale, costs or marketing strategies. If a competitor begins to talk about any of these matters, you must object and not participate. If the discussion continues, you must remove yourself from the conversation and report such fact to the Legal Department.

Antitrust and competition laws can also regulate terminations of certain relationships with third parties and unfair or deceptive methods of competition or trade practices.

Individuals, who fail to comply with applicable antitrust and competition laws, will be subject to disciplinary action up to and including termination. Violation of applicable antitrust and competition laws may also result in criminal and civil penalties.

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If you have any questions regarding how to comply with Company policy and the laws relating to antitrust and competition, you should contact the Legal Department.

C. Insider Trading Laws

In the course of your responsibilities you may obtain confidential information regarding other companies whose stock is publicly traded. You should never buy or sell securities on the basis of such confidential information, nor should you buy or sell the information itself from or to another person.

Employees should be sensitive to the potential conflict of interest if employees hold stock in companies with whom the Company does business, including the Company's customers and suppliers. If you have a question concerning appropriateness or legality of a securities transaction, you should consult with the Legal Department.

D. Labor & Employment Laws

Everyone deserves to be treated fairly and with respect. It is the Company's policy that all employees and contractors comply with applicable labor and employment laws including, but not limited to, laws dealing with wage and hours, employee privacy and employment discrimination. Job qualifications, performance and other non-discriminatory, business-related considerations must be the sole basis for employment, development and advancement opportunities.

Discrimination, retaliation or attempted retaliation on the basis of sex, gender, creed, ethnicity, race, color, national origin, age, religion, citizenship, familial status, marital status, veteran status, alienage, sexual orientation or disability (or any other classification specified by applicable law as an impermissible criteria for employment decisions) in our hiring or other personnel practices or policies is an unacceptable violation of Company policy and will not be tolerated. If you have any questions or want to report conduct you believe is inconsistent with the Company's employment-related policies, contact the Human Resources Department or the Legal Department.

It is also the Company's policy that it will strictly comply with the laws regarding the employment of foreign nationals in all circumstances and will not permit any person to work at the Company without the appropriate work authorization.

As a Company we want everyone to respect each other. G.A. Menon said that "we are all equal, we just do different jobs". He also said that "No one has the right to make another person unhappy." Respect for each person is key to our Company's success. Harassment of any kind is not tolerated in the organization. If a supervisor is found to have committed acts of harassment, they will be held liable for their own attorneys' fees and any settlement or judgement that is entered.

III. Conflicts of Interest and Corporate Opportunities

Individuals must not permit any situation in which their personal, family or financial interests conflicts or even appears to conflict with the Company's interests whether directly or indirectly. All employees have a duty not to compromise the Company's legitimate interests and to advance such interests when the opportunity to do so arises in the course of employment.

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Employees and contractors are prohibited from engaging in any conduct that competes with the Company's interests and are prohibited from taking for one's own benefit an opportunity that would benefit the Company. The following are examples of actual or potential conflicts:

- you, or a member of your family, receive improper personal benefits as a result of your position in the Company;
- you use Company's property for your personal benefit or use;
- you engage in activities that interfere with your loyalty to the Company or your ability to perform your job responsibilities effectively;
- you work simultaneously (whether as an employee or a consultant) for a competitor, customer or supplier;
- you, or a member of your family, have a financial interest in a customer, supplier, competitor or another third party that causes divided loyalty with the Company or the appearance of divided loyalty;
- you, or a member of your family, acquire an interest in property (such as real estate, patent or other intellectual property rights or securities) in which you have reason to know the Company has, or might have, a legitimate interest;
- you, or a member of your family, receive a loan or a guarantee of a loan from a customer, supplier or competitor (other than a loan from a financial institution made in the ordinary course of business and on an arm's-length basis);
- you divulge or use the Company's confidential information – such as financial data, customer information, or computer programs – for your own personal or business purposes;
- you make gifts or payments, or provide special favours, to customers, suppliers or competitors (or their immediate family members) with a value significant enough to cause the customer, supplier or competitor to make a purchase, or take or forego other action, which is beneficial to the Company and which the customer, supplier or competitor would not otherwise have taken; or
- you are given the right to buy stock in other companies or you receive cash or other payments in return for promoting the services of an advisor, such as an investment banker, to the Company.
- you must disclose if you or a member of your family have or may have interest in any business that directly or indirectly competes or provides services or products to the Company. Nothing in this section shall preclude minority, passive investment in any publically traded company.

Neither you, nor members of your immediate family, are permitted to solicit or accept valuable gifts, payments, special favours or other consideration from customers, suppliers or competitors. Nominal gifts may be accepted only on behalf of the Company with the approval of your manager and the Compliance Officer. Any gifts should be turned over to Human Resources for

appropriate distribution. Any exchange of gifts must be conducted so that there is no appearance of impropriety. Gifts may be given only in compliance with the Foreign Corrupt Practices Act.

If you become aware of a conflict described above or any other conflict, potential conflict, or have a question as to a potential conflict, you should consult with your manager or the Legal Department. If you become involved in a situation that gives rise to an actual conflict, you must inform your supervisor or the Legal Department.

Conflicts of interest will not be tolerated and will result in disciplinary action up to and including termination of employment/contract.

The Company will annually require certification from each employee that there are no conflicts of interest or to seek clearance by Legal that a potential conflict has been approved by the Board. Examples of a possible conflict would be: serving on a board of directors in return for an equity interest in a company that does business with UST. Another example would be investing in a company that UST is also invested in for which you are the UST business representative. If there is any doubt, report it to Legal and have the situation analysed for conflict. Err on the side of reporting. Again, nothing prevents anyone from passive minority investment in any publicly traded company.

IV. Confidentiality

All confidential information concerning the Company is the property of the Company and must be protected. Confidential information includes all non-public information that might be of use to competitors or harmful to the Company or its customers, if disclosed. You must maintain the confidentiality of such information entrusted to you by the Company, its customers and its suppliers (unless disclosure is authorized by the Company or required by law).

Examples of confidential information include (but are not limited to) the Company's trade secrets; business trends and projections; information about financial performance; new product or marketing plans; research and development ideas or information; manufacturing processes; information about potential acquisitions, divestitures and investments; significant personnel changes; and existing or potential major contracts, orders, suppliers, customers or finance sources or the loss thereof.

Your obligation with respect to confidential information extends beyond the workplace. It also applies to communications with your family members, and it continues to apply even after your employment/relationship or directorship with the Company has terminated.

V. Proper Use of Company Assets

Company assets, both tangible and intangible, are to be used only for legitimate business purposes of the Company and only by authorized employees or consultants. Intangible assets include intellectual property such as trade secrets, patents, trademarks and copyrights, business, marketing and service plans, engineering and manufacturing ideas, designs, databases, Company records, salary information, and any unpublished financial data and reports. Unauthorized alteration, destruction, use, disclosure or distribution of Company assets violates Company policy and this Code. Theft or waste of, or carelessness in using, these assets have a direct adverse impact on the Company's operations and profitability and will not be tolerated.

The Company provides computers, cellular phones, voice mail, electronic mail (e-mail), and Internet access to certain employees for the purpose of achieving the Company's business objectives. As a result, the Company has the right to access, reprint, publish, or retain any information created, sent or contained in any of the Company's computers or e-mail systems of

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any Company machine. You may not use e-mail, the Internet or voicemail for any illegal purpose or in any manner that is contrary to the Company's policies or the standards embodied in this Code.

VI. Special Obligations for Senior Officers

Senior officers of the Company – including the President, Chief Executive Officer and Chief Financial Officer – each carry a special responsibility for promoting integrity throughout the Company. Senior officers are bound by the following ethical obligations:

- To perform his or her duties in an honest and ethical manner.
- To handle all actual or apparent conflicts of interest between his or her personal and professional relationships in an ethical and transparent manner.
- To comply with all applicable laws, rules and regulations of federal, state and local governments.
- To proactively promote and be an example of ethical behavior in the work environment.

VII. Reporting Violations of Company Policies and Receipt of Complaints Regarding Financial Reporting or Accounting Issues

All employees and contractors are encouraged to report any violation or suspected violation of this Code to one of the following: the Office of the Chairman of the Board for UST Global, HR, the Legal Department or via the Company's anonymous Values Hotline.

The Company's efforts to ensure observance of, and adherence to, the goals and policies outlined in this Code mandate that you promptly report any material transaction, relationship, act, failure to act, occurrence or practice that you believe, in good faith, is inconsistent with, in violation, or reasonably could be expected to give rise to a violation, of this Code.

If you wish to report any such matters anonymously or confidentially, then you may contact the Values Hotline:

Website: <https://secure.ethicspoint.com/domain/media/en/gui/25206/index.html>

Telephone: U.S. and Canada 877-262-2557. For locations outside of the U.S. and Canada, please visit the Values Hotline website for the list of appropriate phone numbers.

When an alleged violation of the Code, applicable laws and/or governmental regulations is reported, the Company will take appropriate action in accordance with the compliance procedures. You are expected to cooperate in internal investigations of alleged misconduct or violations of the Code or of applicable laws or regulations.

The Company strictly prohibits any retaliation against any person who provides truthful information to a Company or law enforcement official concerning a possible violation of any law,

regulation or Company policy, including this Code. Persons who retaliate may be subject to civil, criminal and administrative penalties, as well as disciplinary action up to and including termination of employment. In cases in which you report a suspected violation in good faith and are not engaged in the questionable conduct, the Company will attempt to keep its discussions with you confidential to the extent reasonably possible. In the course of its investigation, the Company may find it necessary to share information with others on a “need to know” basis. No retaliation shall be taken against you for reporting alleged violations while acting in good faith.

VIII. Compliance Procedures

The Code is based on the Company’s core values, good business practices and applicable law. To achieve optimal legal and ethical behaviour, the individuals subject to the Code must know and understand the Code as it applies to them and as it applies to others. You must champion the Code and assist others in knowing and understanding it.

- **Compliance.** Everyone is expected to become familiar with and comply with the requirements of the Code.
- **CEO Responsibility.** The Company’s CEO shall be responsible for ensuring that the Code is established and effectively communicated to all employees, officers and directors. Although the day-to- day compliance issues will be the responsibility of the Company’s managers, the CEO has ultimate accountability with respect to the overall implementation of and successful compliance with the Code.
- **Screening of Employees.** The Company shall exercise due diligence when hiring and promoting employees, contractor, vendors and suppliers and, in particular, when conducting an employment search for a position involving the exercise of substantial discretionary authority, such as a member of the executive team, a senior management position or an employee with financial management responsibilities. The Company shall make reasonable inquiries into the background of each individual who is a candidate for such a position. All such inquiries shall be made in accordance with applicable law and good business practice.
- **Access to the Code.** The Company shall ensure that employees, officers, directors, contractors, vendors and suppliers may access the Code on the Company’s website. In addition, each current employee will be provided with a copy of the Code. New employees will receive a copy of this Code as part of their new hire information.
- **Investigation.** When an alleged violation of the Code is reported, the Company will take prompt and appropriate action in accordance with the law and regulations and otherwise consistent with good business practice, including, as appropriate, conducting an internal investigation into the conduct (which may include the involvement of outside counsel or external auditors). If a suspected violation involves any director or executive officer or if the suspected violation concerns any fraud, whether or not material, involving management or other employees who have a significant role in the Company’s internal controls, any person who received such report should immediately report the alleged violation to the Legal Department and to the Chairman of the Board of Directors. At a point in the process consistent with the need not to compromise the investigation, a person who is suspected of a violation shall be apprised of the alleged violation and shall have an opportunity to provide a response to the investigator.
- **Disciplinary Actions.** The Human Resources Department shall be responsible for implementing the appropriate disciplinary action in accordance with the Company’s

policies and procedures for any employee who is found to have violated the Code. If a violation has been reported to the Chairman of the Board in accordance with this Code, that Board of Directors shall be responsible for determining appropriate disciplinary action.

Any violation of applicable law or any deviation from the standards embodied in this Code will result in disciplinary action up to and including termination of employment or contract. Anyone engaged in the exercise of substantial discretionary authority, including any Senior officer, who is found to have engaged in a violation of law or unethical conduct in connection with the performance of his or her duties for the Company, shall be removed from his or her position and not assigned to any other position involving the exercise of substantial discretionary authority. In addition to imposing discipline upon employees involved in non-compliant conduct, the Company also will impose discipline or termination of contract, as appropriate, upon a supervisor, if any, who directs or approves such improper actions, or is aware of those actions but does not act appropriately to correct them, and upon other individuals who fail to report known non-compliant conduct. In addition to imposing its own discipline, the Company will bring any violations of law to the attention of appropriate law enforcement personnel.

Retention of Reports and Complaints. All reports and complaints made to or received by the Legal Department or Chairman of the Board in accordance with this Code shall be retained for five (5) years.

I have received and read the UST Global Code of Business Ethics. I understand that this Code of Business Ethics represents the current policies of UST Global Inc and its subsidiaries and affiliates and that they may be modified at any time without prior notice. I am currently in compliance with the terms of this Code of Business Ethics, except as disclosed with this acknowledgment. I am not aware of any conduct on the part of any UST Personnel that may constitute a violation of this Code of Business Ethics, except with respect to any matters that I may have disclosed to the Human Resources team and/or disclosed with this acknowledgment. I agree to carry out my responsibilities in compliance with this Code of Business Ethics.

Signature:

Printed name: Mallika Wadhwa

Date:

Potential Conflicts:

Frequently Asked Questions (FAQs)

Acceptable Usage

Q: I am working around the clock to deliver an application to our client. In order to save time, can I share my ID with my co-workers who are working on the same project with me?

A: Under no circumstances are you allowed to share your ID with anyone. This is a violation of the Company policies and everyone in the Company must adhere to such policies.

Competing Honestly and Fairly in the Marketplace (Fair Dealing)

Q: There is a rumor that one of our competitors may be laying off a large number of associates. Is it acceptable to use this information in a formal presentation with a prospective client in order to give us a competitive edge in one of our service offerings?

A: No. You are absolutely never permitted to use competitor information that may be untrue, misleading, deceptive or fraudulent. Since the information is only a rumor, it should not be incorporated into any written materials presented to the client.

Q: A close friend of mine works for a competitor of the Company. He is trying to develop capabilities in the same area that I work in at UST. He has asked me to share materials including pricing, tools, presentations, etc. May I do so?

A: No. That information is proprietary to the Company and may never be disclosed. Personnel are prohibited from, sharing any Company or client materials, tools, methodologies, or other confidential or proprietary information with others outside the organization, and sharing with resources within Company is limited to personnel who have a need to know for the purpose of performing services related to the project.

Compliance with Laws, Rules and Regulations

Q: A client has requested three additional long-term resources to immediately begin work on a new project. I know that it will take at least two months to process the necessary paperwork to relocate these resources into this country. Is it OK to bring these associates in on business visas for billable work until we can obtain work visas for them?

A: No. Despite the Company's initiative to respond promptly to our clients' needs, Company's Personnel are legally bound to comply with local laws in the countries in which we do business. In general, Immigration laws prohibit people on business visas from performing billable services for our clients. Company Personnel must work with the Resource Management and Immigration Teams to satisfy the client request in the proper manner.

Q: What can I do if I'm not sure of what laws apply to me or a client contract/project or I want to learn more about the laws that do?

A: You should talk with your manager or contact the Legal Services team at LegalServices@ust-global.com.

Confidential Information and IP Protection

Q: Is it acceptable to include client names, project names and project details in the updated resumes that I like to keep on file with professional networking websites and with recruiters that I have used previously?

A: No. Company strictly prohibits sharing of client names, project names and project details outside of the Company. Confidentiality laws and the legal agreements we have with our clients, partners, and other business relationships prohibit us from disclosing their names, project details and other identifying information. Not only do our clients, partners, and other business associates expect that we will keep such details strictly confidential, the Company and its Personnel could face legal penalties for the disclosure of such information.

Q: A friend of mine asked me to give her the names and phone numbers of people I know so that she can send them a solicitation for a charity she is helping. Can I include co-workers on this list?
A: Not without permission from your co-workers. Information such as address, telephone number, Social Security number, etc. is Personal Identifiable Information (PII). Global regulations and Company's policies prohibit disclosure of PHI without the individual's permission. PII may only be used in the performance of your job related duties?
Q: I work in the Benefits area. What should I do if asked by an employee if another employee has HIV, cancer, diabetes or other health issues?
A: Do not provide information. Health information is considered Private Health Information (PHI), and is protected from disclosure by law. You must respect employee privacy by not sharing PHI information with anyone else.
Q: I know where to access trial versions of software that will help me deliver services to clients. The software is not supposed to be used for commercial purposes but this will save my project and the Company time and/or money. Is it okay to do so?
A: No. The use of unauthorized software is strictly prohibited. Some instances of unauthorized use may violate licenses and policies and may be considered theft. Unauthorized software downloads/use exposes the Company to litigation, financial penalties and significant damage to our reputation.

Conflict of Interest

Q: Why are potential conflicts covered in the Code of Conduct if having a potential conflict isn't always a violation of this policy?
A: It's important for us to identify and disclose potential conflicts because it allows us to take action to prevent actual conflicts from occurring. For example, one of the Company's Personnel is asked to be on a recruitment committee where one of the interviewees is a close friend. If the individual recognizes that he/she has a potential conflict of interest the individual can remove himself/herself from the recruitment committee to prevent an actual conflict of interest from occurring.
Q: What happens once I disclose an actual, apparent or potential conflict of interest to my manager?
A: Your manager will contact the Head of Legal Services who will request all pertinent information to help determine whether the transaction or relationship constitutes a conflict of interest and how to proceed.
Q: My spouse works for a competitor. Is this a conflict?
A: No. We understand that many USassociates have friends or relatives that may work for competitors of the Company. In general, USassociates should be aware of the potential of a conflict of interest in such situations and should take extreme care not to disclose or share Company's, its partner's, client's or other business associates' business plans, forecasts, tools, methodologies, etc. with such individuals. Company Personnel with the title of Director or above must disclose to the Head of Legal Services if a close relative serves as a consultant, associate, Officer, Member of the Board of Directors, advisor or in any other capacity for a significant competitor or partner of the Company.
Q: I am an executive of the Company; I have been invited to join a board of directors for a vendor of the Company for which I will receive shares of stock. May I do this?
A: This is a potential conflict because you will have personal interest in a vendor which does business with the Company.
Q: What if I or a member of my family operates or has an interest in a vendor that does business with the Company. Should that be disclosed under the rules?
A: Yes, that is exactly the type of relationship that needs to be disclosed to the Legal Department because of the potential conflict of interest.
Q: What if I or a company in which I own an interest becomes an investor in an entity that UST is also investing? Is that a conflict?

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A: It very well could be if you are directly or indirectly involved in UST decision-making with regard to that investment.

Gathering Information About Competitors

Q: I have been asked to help prepare a new proposal for a current client. I know that I can bypass their security to obtain information off the client's system that will help win the contract. Is it OK to do so?
A: No. It is strictly prohibited by law and Company policy to seek an unfair advantage by searching for confidential information that is not available to other bidders using unauthorized access to client systems. If you have a question on a specific type of information you are seeking, contact your manager or the Head of Legal Services.

Inside Trading

Q: I work at a client site and overheard that a merger is being announced soon. I'm thinking about buying some stock. Can I do this?
A: No. If you buy stock based on such information, you would be acting on non-public, material information and violating insider trading laws.
Q: I heard that UST is about to do business with a new vendor/joint venture, can I invest in that new vendor's company/joint venture?
A: This has potential to be a conflict of interest and should be reviewed before you invest in the vendor's company/joint venture by the Legal Department.

Dealing with Independent Auditors

Q: Can I lie or mislead an independent auditor during an audit?
A: No, USassociates should never engage in knowingly misleading an auditor in any manner whether it is a client audit or internal audit, etc.
Q: Can I bill more to a client than was worked in order to meet revenue goals?
A: No, you must not do this. USassociates must pay attention to the accuracy of books, records and financial statements.
Q: Who should I contact if I notice inappropriate behavior?
A: All USassociates and contractors are encouraged to report any inappropriate activities or violation or suspected violation of this Code to the Office of the Chairman of the Board for Company, the Legal Department or via the Company's anonymous Values Hotline.

Accuracy of Books, Records and Public Reports

Q: Recently I was transferred to US from India for 6 months and my transfer was not captured properly in Orion. This mistake resulted in my receiving two paychecks in both countries, India and US. Should I report this double payment?
A: Yes, you have an obligation to report this administrative mistake to HR and Finance.

Gifts and Gratuities

Q: What is the policy when a client, supplier, vendor or competitor gives a gift to the whole team?
A: Discuss the issue with your manager and/or HR who will help you address the situation with the appropriate personnel of the client, supply or vendor.
Q: I received a pen valued over \$80. I know this exceed the limit of "nominal" value, but the giver would be offended if I gave the gift back. What should I do in that case?
A: Contact HR/Legal Services Department who will help you arrange the disposition of the gift.
Q: A manager who works for our client has promised me that we would win a new contract if we give him 5% of the contract value. What should I do in this case?

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A: This is clearly defined as a bribe and you should immediately address the issue with your manager or Head of Legal Services Department.
Q: I received a one-time “nominal” gift from a vendor last year which I accepted. Now I am getting monthly “nominal” gifts from this same vendor. What should I do?
A: You should inform HR about this situation and contact the vendor immediately and explain that you cannot accept gifts under the policy and send the gift back.

Media, Analyst and Investors Communications

Q: Who is authorized to speak to the media or analyst community?
A: The Company has designated employees who are authorized to speak to media, analysts and investor's communities.
Q: By mistake, I spoke to a member of the press and might have given out inaccurate information. What should I do?
A: You should contact The Marketing Department immediately after realizing the mistake and discuss the situation in detail.

Respectful Treatment of USassociates, Clients, Vendors and Suppliers

Q: What should I do if a client asked me out on a date even though I told the client I want the relationship be to strictly professional?
A: Such behavior is not appropriate and could be considered harassment if the client doesn't stop after you have communicated that you want to keep the relationship strictly professional. You should discuss the issue with your manager or HR for next steps.
Q: My manager says demeaning words to me. I want to speak to someone about this behavior but I am afraid that the person will find out and might retaliate against me. What should I do?
A: You are encouraged to report this incident to HR, Legal Services Department or via the Company's anonymous Values Hotline. Retaliation is not permissible behavior.
Q: A male colleague always makes comments about the appearance of female employees. I find it harmless, but is it appropriate?
A: While you may find it harmless others may not. Gender comments are not appropriate in the workplace.

Defined Terms

Board of Directors

Group of individuals elected by the Company's shareholders to provide guidance and management oversight

Confidential information

Is all information not publicly announced that could reasonably affect UST if it were disclosed to the public. Confidential information is any information or technical data which would give UST a competitive edge in the marketplace, and which, if released without authorization, could result in harmful consequences. Confidential information includes, but is not limited to the following:

- All UST and client related information including but not limited to: clients' names, pricing, other than the company authorized information in the public domain that includes information given in the company website and the information given to the press by the authorized executives of the organization.
- All documents and other materials including, but not limited to, reports, letters, emails, policies, project plans, software, programs, audio or visual recordings, podcasts, or other agreements or documents which contain information relating to UST and/or its clients.
- Proprietary and/or other trade secrets.
- Expected Financial Results/Forecasts and projections.
- New Service Announcements of a Significant Nature.
- Marketing Strategies / Campaigns.
- Mergers & Acquisitions.
- Significant Litigation Exposure.
- Personnel Information / Salaries

Discrimination

It is the policy of UST to treat all USsociates, contractors, applicants, vendors, clients and visitors equally without regard to race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, disability, marital status, or any other status protected by law.

Family Member

A close relative or a parent, sibling, step-sibling, step-child, husband, wife, mother- or father-in-law, son- or daughter-in-law or brother- or sister-in- law.

Independent Auditor

An external auditor who is not affiliated with the Company who provides an opinion on Company books, records and/or financial statements.

Company Assets

Internal IT applications, hardware and devices including personal computers, e-mail, network and Internet access, file and print servers, project development servers, printers, fax machines, telephones, voicemail, and any Company- provided hand-held device such as a BlackBerry, smart phone or cell phone.

Intellectual Property

Any proprietary works of authorship, including, without limitation, tools, software, methodologies, templates, flowcharts, architecture designs, specifications, drawings, sketches, models, samples, records and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, and any derivatives thereof, which have been originated, developed, purchased or licensed by a company.

Nominal Value

Anything that has a value greater than \$50 or the equivalent in other currencies.

Non-public Information

Information that has not been disclosed to the public. See the definition of confidential information.

Retaliation

Terminating, demoting, suspending, threatening, harassing or in any other manner discriminating behavior against a USassociate who complies with or reports any violation of policies.