



UST/37028789/17184992
23/08/2023

Sangeeth Sudhakaran
Trivandrum

Sub: Letter of Offer

Dear Sangeeth,

Thank you for the keen interest you have shown in our organization. Consequent to your application, interviews and the personal discussions with us, we are pleased to offer you a career with US Technology International Private Limited ('US Technology'). Please accept our heartiest congratulations.

If you accept this offer and join our services, you will be designated as "Lead I - Software Engineering", B1.

Your employment will be subject to the Standard Terms and Conditions of Employment of US Technology and will be governed by various policies, rules and guidelines of US Technology. It will also be guided by the core values and beliefs of US Technology. Please note that you will also be required to sign and agree to be bound by The Employee Non-disclosure, Non-solicitation and Non-Competition Agreement when you join the employment of the Company.

The Overall compensation offered to you is Rs.1,500,000.00/- (Rupees Fifteen Lakh) per annum, which will include an Annual Variable Pay of upto a maximum of Rs.75,000.00/- (Rupees Seventy Five Thousand) per annum subject to the policy of US technology in this regard. You will also be eligible for a joining Bonus of Rs.25,000.00/-. However, please note that US Technology reserves the right to recover the joining bonus, should you choose to terminate your employment with US Technology before the completion of twelve months of service. Please find details of the compensation and benefits you are being offered in Annexure 1.

This offer of employment with US Technology is subject to the successful completion of your Background Verification conducted by US Technology or any other agency appointed by US Technology and confirmation of your medical and physical fitness by a qualified Registered Medical Practitioner (RMP) nominated by US Technology.

By accepting this offer of employment, you will be deemed to confirm that: -

- i. Prior to joining our employment, you have terminated your employment with your current/previous employer in accordance with the terms and conditions of the said employment.
- ii. On joining our employment, there are no continuing obligations or restrictions which apply to you vis-à-vis any of your previous employments.
- iii. You are not restricted, prohibited or constrained from accepting this offer of employment from US Technology and that you have not, during the course of your previous employment/s entered into any agreement/arrangement which in any way restricts prohibits or debars you from accepting the offer made by US Technology.
- iv. That no amounts will be due and payable by you to your previous employer/s.
- v. On joining our employment that you do not have in your possession, nor have you failed to return, any property including but not limited to any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproduction of any aforementioned items belonging to your previous employer/s.

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This offer will be valid till 04/09/2023. If this offer of employment is acceptable to you, please intimate your acceptance of the same by signing the duplicate copy of this letter and returning it to us on or before 04/09/2023. If you are accepting our offer letter, please send us your confirmation within 72 hours. If no such intimation of acceptance is received on or before the said date, this offer shall stand automatically withdrawn.

If you accept this offer of employment, you are required to join your employment on or before 04/09/2023. If you are unable to report on the above date you are required to inform us in writing.

Please see Annexure 2 for details of the documents you are required to produce at the time of joining. This offer of employment is subject to production of the said documents. The determination of the adequacy or authenticity of all or any of the said documents will be at US Technology's sole discretion.

We hope you will find this offer acceptable. We are confident that you will contribute to the values of the organization and wait to welcome you to the US Technology family.

Sincerely,
for US Technology International Private Limited

Accepted



Vinesh George
Group Manager HR

Sangeeth, Sudhakaran

Execution by the Employee:

I, Sangeeth Sudhakaran, agree and accept this conditional offer on the terms and conditions outlined and/or referred to in this Agreement.

Signed By Candidate

IP Address

Date

Encl : Annexure 1
Annexure 2

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Annexure 1 (A)

Name:Sangeeth Sudhakaran,
Designated as: "Lead I - Software Engineering"

Components	Monthly Salary	Annual
Basic Salary	35,625.00	427,500.00
House Rent Allowance	14,250.00	171,000.00
Education Allowance	200.00	2400.00
Bonus Ex-Gratia	4,200.00	50,400.00
Other Allowance	60,893.75	730,725.00
Employer Contribution to PF***	1,800.00	21,600.00
Gratuity	1,781.25	21,375.00
Variable Pay		75,000.00
Cost to the Company (CTC)		1,500,000.00

***** Eligibility for earning the Employer's contribution to Provident Fund is governed strictly as per the rules under The Employees' Provident Fund & Miscellaneous Provisions Act, 1952.**



Annexure 1 (B)

Allowances Optional

Please note that you have an option to choose between

- (1) Food Allowance
- (2) Leave Travel Assistance.

Subject to the detailed rules in relation to each of these allowances, you can avail of any or all of these four tax-saving allowances. If you do not opt for any of these, the respective amounts will be taxable and be paid as part of "Other Allowances".

Food Allowance

Sodexo Coupons will be issued for Rs. 1,000/- , Rs.2500/- or Rs.3000/- against Food Allowance for those who opt for the same. This will attract 3% service charges. The amount deducted from your salary against food allowance is entirely non-taxable.

Leave travel assistance

LTA (12.5% of basic pay) amount will be non-taxable only on submission of bills and will be paid at the end of each calendar year against the appropriate enclosures/bills produced with the appropriate form duly filled as per US Technology's policy and Income tax laws in force at the time of claim.

Please note that the above non-taxable components may change from time to time according to the company policy.

National Pension Scheme (Optional)

National Pension scheme (NPS) is a pension system regulated by the Pension Fund Regulatory and Development Authority (PFRDA), with objective to provide social security in India. Enrolment to NPS is purely voluntary. NPS provide old age retirement income along with tax exemption

Gratuity

You will be entitled to payment of gratuity strictly as per rules under the Payment of Gratuity Act, 1972.

Annual Variable Pay

The Variable Pay will be performance-based, and determined based on objective and quantitative indicators that determine how well you have met the performance objectives. The details of your objectives, and parameters used for determining the variable pay component will be communicated to you on joining employment.

Tax

Tax implications arising out of this structure would be borne by you.

Location

The initial place of work would be Thiruvananthapuram, Kerala. US Technology reserves the right to change your place of work in its sole discretion.

Termination of Service

1. During your employment with US Technology, a notice of two months is required to

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terminate employment from either side. The Company may terminate your employment by payment in lieu of the two months' notice, without assigning any reason whatsoever, at the sole discretion of the Company.

2. You may deliver the notice of termination by hand to your Department Manager or by Registered post to your Department Manager and the notice period shall commence from the date of delivery in the former case and the date of dispatch in the latter case. Service of notice of termination from the Company will be deemed to be complete on the date of dispatch of such notice by registered post to the address furnished by you and available as per our records or on hand delivery of the notice to you, whichever is earlier. However, where the circumstances so warrant, the Company reserves the right to terminate your employment with immediate effect.

Increments and Promotions

Your growth in the organization through promotions and salary increments will depend solely on your performance and contributions to the Company, as determined by the management through periodic performance appraisals.

Compliance to Quality Standards

You will be required to understand and implement standard procedures evolved at US Technology International Private Limited for SEI CMMI / PCMM. Your attitude toward adherence to standards and procedure will be an important parameter for consideration while evaluating your performance.

Background Verification

You have been employed on the basis of the particulars furnished by you. In case the said particulars are found to be incorrect or it is found that you have concealed or withheld any relevant facts, your employment with the Company shall stand terminated / canceled forthwith without any notice.

Medical

Your employment may be terminated forthwith by written notice by the Company, on the basis of medical advice it deems acceptable, that you have become physically or mentally disabled or incapacitated during your employment with the Company to such an extent that you are unable to effectively perform the duties entrusted to you during the course of your employment.

Working Hours

The normal working hours are from 8.30 am to 6 pm. Monday through Friday. Saturday and Sunday are holidays. The company reserves the right to alter or modify its working hours or holidays temporarily or permanently.

Dress Code

All employees of the company can wear business casuals on all working days. Dress code classification are as follows:

Men	:	Casual half sleeved shirts, plain polo shirts, Tees with round necks (turtle necks included), collars dress shirts, sweaters and turtlenecks are acceptable attire for work, Suit jackets or sports jackets, Slacks that are similar to Dockers cotton or synthetic material pants, wool pants, flannel pants and synthetic pants, Chinos, Corduroys, Cargos, presentable jeans are acceptable.
Women	:	Jeans, slacks that are similar to Dockers cotton or synthetic material pants,

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Plain polo shirts, dress shirts, blouses, sweaters and suit jackets. Casual dresses, kurta churidars/salwars, skirts and skirts that are split at or below the knee are acceptable. Casual tops, Tees with round necks, collars (turtle necks included), Culottes/Parallels (below knee), preferable jeans Leggings can be worn only with long kurtas or tops.

Duties and Responsibilities

1. You will be required to serve in the assigned position or in such other capacities, consistent with your status and position in the Company, as may be requested from time to time by the Company.
2. In the course of your employment, the Company will expect you to display a high standard of initiative, efficiency and economy. You shall diligently, faithfully and to the best of your abilities perform the duties and services related to your assigned post as well as such additional or different duties and services consistent with your position, as you may be reasonably be directed to perform by the Company from time to time. For the performance of all such duties and services, you shall use all the knowledge, skill and experience that you possess, to the entire satisfaction of the Company.
3. You will carry out assignments/projects given to you from time to time with diligence and devotion and maintain the Company's image as suppliers of quality software and services.
4. You shall devote your full time and attention during your employment with the Company exclusively to the business and affairs of the Company and shall not, during your employment with the Company, without the prior written consent of the Company, directly or indirectly, carry on or be engaged, concerned or interested in any manner whatsoever in any other employment, business, trade or occupation, either on a part-time or full-time basis, in an honorary capacity or otherwise, either during or after normal business hours.

Confidentiality

1. You agree to sign and be bound by the terms of the Non-Disclosure, Non-Solicitation and Non-Competition Agreement required to be signed by you during the term of your employment with the Company and at all times thereafter.
2. Further, the Executive also agrees to comply with the terms of any policies of the Company relating to the protection of confidential information from time to time.
3. You are also required to strictly maintain as confidential and not divulge or communicate in any manner, any information regarding your remuneration / terms of employment to any other employee of the Company except your immediate superior. Any such disclosure will be considered a serious misconduct and breach of the terms of your employment.

Posting / Transfer of Service

While your initial place of work is as intimated in your Letter of Offer, you are liable to be transferred to any department / division of the Company / its business associates' / clients, in India or abroad, as required by the exigencies of the business at the discretion of the Company. You may be required, from time to time, to travel to locations outside your place of posting, within India and abroad, on short notice.

Travel

You may be required, from time to time, to travel to locations outside your place of posting, within India and abroad, on short notice.

Expenses

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Upon presentation of appropriate documentation, the Company shall reimburse to you all reasonable and necessary out-of-pocket expenses, including travel expenses, actually incurred by you in the course of your employment. 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 you from the Company.

Intellectual Property Rights

1. Your duties in the course of your employment are expected to generate programs, softwares, tools, workflows, in which copyright or other intellectual property may subsist. All intellectual property rights, in India and abroad, for the full term of such rights, in any "work" (as defined under the Copyright Act, 1957 and as amended from time to time), invention, discovery, ideas, techniques, machines, methods, processes, uses, products, devices, codes, configurations of any kind and improvements made to any of the above, or in any other matter including but not limited to computer software, conceived / created / made fully or in part (whether or not during regular office / business hours and whether alone or in conjunction with others,) by you, during the period of your employment with the Company, shall be disclosed in writing to the Company immediately on such conception, creation or making and shall stand automatically vested in and be the sole and exclusive property of the Company. By accepting this employment, you have undertaken to execute and register any and all necessary documents, and do whatever else may be necessary as may be determined by the Company in its discretion, at the cost of the Company, even after your employment has ended, to further confirm the above ownership rights in favour of the Company. You also explicitly waive all moral rights in your contribution to the business of the Company.
2. You shall keep all such intellectual property of the Company confidential and shall use all Such property strictly in accordance with the terms of your employment for the sole benefit of the Company.

Non-Solicitation

1. During your employment with the Company and for the one (1) year period thereafter, you shall not, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity, knowingly solicit, aid or induce any employee of the Company to leave such employment in order to accept employment with or render services to or with any other person, firm, corporation or other entity unaffiliated with the Company or knowingly take any action to materially assist or aid any other person, firm, corporation or other entity in identifying or hiring any such employee.
2. During your employment with the Company and for the one (1) year period thereafter, you shall not, directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity knowingly solicit, aid, entice or induce any customer or potential customer of the Company away from the Company or assist or aid any other persons or entity in identifying or soliciting, enticing etc. any such customer.
3. The obligations contained in this clause shall survive the termination of your employment with the Company and shall be fully enforceable thereafter.

Disciplinary Procedures and the Company Policies

In addition to the terms specified herein, you 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

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accordance with the policy of the Company. The said policy shall be treated as part and parcel of this Agreement. The Company may amend / alter the said Policy at its sole discretion. Pending disciplinary action, you may be suspended from service.

Training

You may also be selected or sponsored by the Company for receiving training with the Company's associates or other institutions within India or abroad. You will diligently and beneficially, take part in such trainings and assignments.

Passport & Driving License

It is very important for you to have a valid passport and a 4 wheeler-driving license. If you do not have it, you are required to apply for them immediately.

Other Rules and Regulations

During your employment with the Company, you shall be subject to such rules and regulations and policies of the Company as may be made applicable and revised at the Company's discretion from time to time, irrespective of whether the rules and regulations or policies or any changes therein are individually notified to you. The rules and regulations are documented in the employee hand book and also published in the company intranet. We request you to go through the same. You are required to adhere to them strictly, failing which the Company reserves the right to take appropriate action, including dismissal from service, depending on the severity of the violation.

Address & Other Details

1. You shall advise the Company of the address to which communications to you should be sent by post. All notices and other communication sent to you at such address shall be deemed to have been properly sent by us and received by you.
2. You shall keep the Company informed of the changes, if any, in respect of your address and also of any change in your civil or marital status and other such matters. Your address / status shall be as last advised by you to the Company (in writing).

Consequences of Termination

On termination / cessation of your employment with the Company, for whatever reason, you will return to the Company:

- i. any item belonging to the Company such as laptop computer with all software and data therein, with details of any passwords which you may have installed;
- ii. every Company document (including electronic documents) of whatever description in your possession or control, together with any copies, notes or summaries of such documents and your own working papers, for all of which you undertake to make a diligent search;
- iii. any other Company property in your possession or control;
- iv. 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; and
- v. Strictly comply with all continuing obligations including obligations of confidentiality, non-disclosure and non-competition.

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Warranty

You represent and warrant to the Company that the terms and conditions of your employment are legal, valid and binding upon you and acceptance of the same by you and the performance of your obligations pursuant to your employment by the Company does not and will not constitute a breach of, or conflict with the terms or provisions of, any agreement or understanding to which you are a party (including, without limitation, any other employment agreement/s).

Jurisdiction

Your employment shall be governed by and construed in accordance with the laws of India and the courts of Trivandrum shall have the jurisdiction, to the exclusion of any other Courts that may have jurisdiction, to decide any dispute arising from or in connection with your employment with the Company or any of the terms and conditions of your employment with the Company.

Amendments

The Company, at its discretion, may alter, replace or annul any of the above, should circumstances so warrant either as a result of statute or otherwise.

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Annexure2

Documents to be furnished at the time of joining

The following documents are required to be produced at the time of joining:

1. Highest qualification certificate [convocation certificate / provisional certificate] and mark sheet [consolidated/semester-wise]
2. Relieving letter/resignation acceptance letter from most recent employer (if any)
3. Latest 3 salary slip or salary certificate from most recent employer
4. Experience certificate from all previous employers
5. UST offer letter signed
6. Passport (with ECNR stamp)
7. Proof of identity i.e. PAN card, Aadhar Card and Passport
8. Passport size photograph (1 copy)
9. Your income & investment declaration in the Form 12C. (Non-submission of this form will be treated as you do not have income from any other sources apart from your salary income from US Technology International Private Limited.)

***Please note that this offer letter covers all the commitments made on behalf of US Technology International Private Limited towards your employment with the company. It is your responsibility to ensure that any or all commitments made verbally during the selection process are documented prior to joining US Technology. Please note that the company will not be responsible for any verbal commitment made to the candidate except for those that are specifically documented in these pages.*

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