

SPT/HR/AL/04/2021/1116

29 April 2021

Ms. Aswathi Remanan
Aswathi Bhavan
Pallippuram P.O,
Cherthala - 688541

APPOINTMENT LETTER

We have pleasure in appointing you in our Company, as “**UI Developer**” effective from **29 April 2021** or in such other capacity the management shall decide from time to time. Please note that the employment terms contained in this letter are subject to the company policy that may be framed at any time in due course.

APPOINTMENT

1. Your place of posting shall be at **Spawoz Technologies Pvt Ltd., Ground floor, Vismaya Building, Kakkanad, Infopark, Cochin, Kerala, India.** The company reserves the right to transfer you, temporarily or permanently, to any other office of the company within or outside India should such a need arise. In such case, your employment will be guided by the policies applicable at the new work location.
2. At present, you are required to work Monday to Saturday or any other working day from **9.00 AM to 6.00 PM**, which is inclusive of a Half-hour Lunch/Tea break. This is subject to change according to the needs of the company. Your working hours are the working hours of the company and you have to ensure minimum 8hrs 30mts of productive hours on every working day and are required to fill and update your TIMESHEET / report the manager (**work status should cover 8 hours 30 mts per day**) on a daily basis before you leave the office. You are only allowed work on weekends and any other holidays with prior written approval from your reporting person or from the authorized person.

COMPENSATION & INCREMENT

1. Your salary package is based on, besides your overall experience level in the IT Industry, your education qualifications and the experience and knowledge level assessed at the time of selection, particularly in the skill sets relevant.
2. Changes in your compensation are discretionary and will be subject to and on the basis of effective performance, results and other relevant factors as adjusted by the management from time to time. Usually, the performance will be reviewed once or twice in a year. Any actions arising out of the review is solely at the discretion of the management.
3. Payment of remuneration will be made subject to the applicable tax laws of the country and deduction of tax at sources made wherever applicable, in accordance with law.

DUTIES AND RESPONSIBILITIES

1. You will report to Project Manager initially and will be responsible for achieving the targets set by the company. In view of your position, you must perform your job effectively and ensure results. You will be expected to work extra hours to achieve the above whenever the job so requires.
2. During your employment with Spawoz Technologies Pvt. Ltd., you shall not in any way directly or indirectly engage in any activities that can inflect and adverse impact on the reputation/image or business of the company or engage in any other undertaking, business, profession or any type of employment whatsoever. You will also ensure judicious use of your time and resources.
3. Your address as shown in your application for appointment shall be deemed to be correct for sending any communication to you at the given address and shall be deemed to have been served on you. If there is any change in your residential address, you will intimate the same in writing to the Human Resource department within three days from the date of such change and get such of address recorded.
4. You shall never divulge nor disclose to any unauthorized person during the period of your service or even afterwards by word of mouth, or otherwise the particulars or details of the company's business, clients, projects, expertise, discovery, technical knowhow, security

arrangement, administrative and/or organizational matters of a confidential or secret nature etc, which may be your privilege to know by virtue of your being the Company's employee.

5. While in the service of the Company, you shall be governed by the service conditions, code of the ethics/conduct, employee manual and administrative orders of the Company which are in force, and /or to be introduced and enforced from time to time.

LEAVE

1. You are eligible for leave in accordance with the company's leave policy. Any leave you are entitled to, can be availed only with prior notice and proper permission. Prompt and regular attendances are an essential condition of this engagement. Habitual late attendance without prior permission in writing or an unauthorized absence from the place of work will be considered "misconduct" and will attract disciplinary action.
2. Unauthorized absence from duty for a continuous period of Seven days would make you loose your lien on employment. In such case, your employment shall automatically come to an end without any notice of termination.

COMPANY PROPERTY

1. You will do everything necessary for the proper upkeep of company's assets/equipment entrusted to you for operation/use. Any negligence on your part in such upkeep or any loss or theft taking place as a result, will not only entail recovery of the value of the loss from payments due to you, but will also be deemed sufficient ground for appropriate action. Any intellectual property rights that belong to the company and any partly completed assignments or works in progress will also be considered as company's assets for this clause.
2. Any company property entrusted to you for your personal use during association with the company must be returned to the company, after use, in good pair, normal wear and tear exempted. If the property had deteriorated, while in your custody, due to negligence on your part, the Company reserves the right to recover from you the cost of repairing and restoring it.
3. Non-return of company property, intentionally or otherwise, after use, while in service or on your relinquishing association with the company, or failure to return or account for the cash as aforesaid, shall be deemed "misconduct" and will attract appropriate action. The company also reserves the right to recover such dues from the amounts due to you.

INVENTION/DISCOVERY

1. During your employment with us, if you achieve any invention, process improvement, operational improvement, or other process/method likely to result in more efficient operation of any of the activities of the company, the company shall be entitled to use, utilize and exploit such improvement and you shall assign all rights thereof to the company for seeking any patent rights or for any other purpose. The company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of association with the company including but not limited to the creative concept that you may develop during your association with the company.

ASSIGNMENT ABROAD

1. During your employment you may require to travel abroad to our client locations for projects, training or any other assignments/purposes. The duration of these assignments may vary based on the requirements. During your projects related assignment abroad will continue to get your Indian salary as applicable and you will be paid an additional living allowance abroad as per the overseas travel policy applicable to your category. The company will provide you accommodation and other usual benefits on your assignments abroad. Further, during the overseas assignment, you will not engage yourself in any trade, employment or vocation directly or indirectly, part-time or full-time whether for gainful purpose or otherwise and devote your full energies and attention to complete the project assigned to you.
2. During your assignment abroad, you shall not resign from the services of the company or take leave without prior written consent of the company. You are also required to return to India, immediately after completion of the overseas assignment and immediately resume the duties at your place of posting at Spawoz Technologies Pvt Ltd., with the terms and conditions of employment existing as on date of leaving for the assignment abroad. Further, after your return from the assignment abroad, you will be required to serve the company for a minimum period of six consecutive months from the date of return from the assignment.
3. Breach of the above conditions will hold you liable for payment of all the costs incurred by the company on you, including your travel, visa fees, your stay abroad etc for deputing you to that assignment and any other amount decided by the company as damages.

NON COMPETE CLAUSE

1. You are expected to maintain utmost secrecy in regard to the affairs of the company and shall keep confidential any information, instruments, documents etc., relating to the company that you may have used/created as an employee of the company. After your termination/relieving of employment with us you are not allowed to work with any of our existing clients directly or indirectly at least for another two years. Also, you are restrained from joining any employment within one year from termination/relieving of employment with us. Doing so will be treated as a violation of the non-disclosure clause under the offer letter. You shall maintain utmost confidentiality with regard to your compensation and benefits. You shall not discuss your compensation and benefits with anyone except with your manager or senior/executive management.
2. We at Spawoz Technologies Pvt. Ltd. are committed to ensure “Integrity and Confidentiality” in all aspects of its functioning. You are expected to comply with these in letter and spirit. You shall be signing the Confidentiality and Non-Disclosure agreement with us.

TERMINATION FOR CONVENIENCE

1. Your engagement shall be liable to be terminated by giving sixty days notice. When need arises company has the final decision making. Further, the Company may at its discretion can insist on for full notice period.
2. In any case, while leaving, you should hand over all other details of the work entrusted to you, the stage at which the works are, and all the data, documents, materials and all other things entrusted to you, to the satisfaction of our officer authorized on that behalf. In the event of your failure to hand over the details as above, the management reserves the right to take appropriate action against you as deemed necessary and warranted by the circumstances. If any charge of misconduct is proved against you, the management reserves right to terminate your services without any prior notice or payment in lieu of notice period.

GENERAL

1. The above terms and conditions are based on company policies, procedures and other rules currently applicable in India as well as overseas and are subject to amendments and adjustments from time to time. In all employment matters, including those not specifically covered here such as traveling, leave, code of conduct etc, you will be governed by the rules

of the company as shall be in force from time to time.

2. It shall be endeavor of the management of Spawoz Technologies Pvt. Ltd. to maintain a stimulating working environment for you and *we wish you a rewarding and long-term successful career with us.*

Kindly sign and return the duplicate copy of this letter as token of your acceptance of the above terms and conditions.

Yours Sincerely,

For **Spawoz Technologies Pvt Ltd.**

HR

Accepted by,

Name: Aswathi Remanan

Signature & Date: 06-08-2021

Aswathi