



UST/SO00028381-1-1-1/343143
September 14, 2018

Mariya Shaju Thomas
Thrissur

Sub: Letter of Offer

Dear Mariya Shaju,

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 engage you on contract basis as **"Assoc. Software Developer", A1** for a fixed period of 12 months on a salary of Rs. **250,000.00 (Rupees Two Lakh Fifty Thousand)** per annum. Your date of joining in US Technology International Pvt.Ltd (UST Global) will be September 17, 2018 and work location is Cochin – UST Office. Please find details of the compensation and benefits you are being offered in Annexure 1.

Your engagement will be subject the following terms and conditions 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.

This offer of engagement as above 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 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 you visàvis any of your previous employments.
- (iii) You are not restricted, prohibited or constrained from accepting this offer of employment US Technology and that you have not, during the course of your previous employment/s any agreement/arrangement which in any way restricts/prohibits or debars you from 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 reproductions of any aforementioned items belonging to your previous employer/s.

This offer will be valid till **September 17, 2018. 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 September 17, 2018. 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 **September 17, 2018**. 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 Pvt Ltd**

Accepted

Vinesh George
Sr. Manager HR

Mariya Shaju Thomas

Encl : Annexure 1
Annexure 2

Annexure 1 (A)

Name: Mariya Shaju Thomas,
Designated as: "Assoc. Software Developer"

Components	Monthly Salary	Annual
Basic Salary	6,250.00	75,000.00
House Rent Allowance	2,500.00	30,000.00
Education Allowance	200.00	2,400.00
Bonus Ex–Gratia	1,250.00	15,000.00
Other Allowance	9,570.83	114,850.00
Employer Contribution to PF***	750.00	9,000.00
Gratuity	312.50	3,750.00
Total Monthly Gross	20,833.33	250,000.00
Variable Pay		0.00
Cost to the Company (CTC)		250,000.00

***Please note that the HRA component in your salary structure is split into two parts: HRA which is 40% of Basic Salary (for all locations) and Additional HRA which is 10% of Basic Salary for Metro locations and 0% for Non–Metro locations. As per the current HRA Policy National Capital Region (NCR) and Delhi are classified as Metro, while all other locations in India are classified as Non–Metro.**

****Other allowances may include your non–taxable optional allowances mentioned in Annexure B.**

***** 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.

Tax

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

Location

The initial place of work would be Cochin – UST Office. US Technology reserves the right to change your place of work in its sole discretion.

Compliance to Quality Standards

You will be required to understand and implement standard procedures evolved at US Technology International Pvt. Ltd. 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 are required to be in business formals till Thursday, and can wear business casuals on Friday.

Men : Full sleeves light colored shirt, dark trousers, dark shoes and dark socks.

Women : Western business formals, cotton churidar kameez, salwar kameez, starched cotton saris and professional looking sandals.

Casuals for Men : Slacks that are similar to dockers cotton or synthetic material pants, wool pants, flannel pants and synthetic pants are acceptable. Casual half-sleeved shirts, plain polo shirts, dress shirts, sweaters and turtlenecks are acceptable attire for work. Suit jackets or sports jackets.

Women : Casual dresses and skirts, and skirts that are split at or below the knee are acceptable.

Duties and Responsibilities

1. Your duties will include for efficient, satisfactory and economical operation in the area of responsibility that may be assigned to you from time to time. As an employee of this company, you will maintain a high standard of loyalty, efficiency, integrity and will liaise with employee in the organization.
2. In the course of your employment, the Company will expect you to display a high standard of initiative, your abilities efficiency and economy. You shall diligently, faithfully and to the best of your abilities perform the duties and services related to your assigned post. 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.

Employment Conditions

By accepting this offer of engagement, you shall agree that your placement is purely based on the requirement arising out of the unusual pressure of seasonal work and such your employment is on a contract basis for a fixed period as stated above in accordance with the policies of this organization. You shall further confirm your understanding that your contract will automatically come to an end on expiry of the specified period. It is also understood and agreed that you will not have any future claims whatsoever for employment in the Company. In the event of company deciding to terminate your services before the expiry of your fixed term of engagement, you will be provided with one month notice or salary in lieu of one month notice. Apart from this, there shall not be any liability on the part of the company to pay the remaining wages for unexpired period of the fixed term of engagement or any other compensation. If the company agrees to relieve you before serving the full notice period, based on your request, you will be liable to pay the company in lieu of the balance notice period. It is further noted that any such request for an early relieving shall be considered at the sole discretion of the company.

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.

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

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 engagement 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 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 engagement 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 your 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.

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.

* * * * *

Annexure 2

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 2 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, driving license and Passport
8. Passport size photographs (6 copies)
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 Pvt. Ltd.)

You are required to submit the originals and self-attested copies of all the documents mentioned herein above on the date of joining US Technology. The originals will be returned after verification.

***Please note that this offer letter covers all the commitments made on behalf of US Technology International Pvt. Ltd 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.*

* * * * *

Offer electronically accepted by: Mariya Shaju Thomas

Offer electronically accepted on: Sep 14, 2018, 5:14 PM (UTC +05:30) India Time – Calcutta, Chennai, Mumbai, New Delhi

Offer electronically accepted from: 165.225.104.66