

HR/2023/248784/

2023/03/20

Sub: Letter of Appointment

Dear Vivek Kumar, Padinjare Veettil

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 Pvt.Ltd.** (US Technology). Please accept our heartiest congratulations.

You have been designated as **Developer I - Software Engineering (Band & Grade - A1)** and your employment start date is **2023/03/20**. Your employment will be subject to the Standard Terms and Conditions of Employment of US Technology and will be governed by various policies, processes and guidelines of US Technology. It will also be guided by the core values and beliefs of US Technology. You be required to sign and agree to be bound by The Employee Non-disclosure, Non-solicitation and Non-competition Agreement.

The overall compensation offered to you is **Rs. 350000.00/-** (Rupees **Three Lakh Fifty Thousand** only) per annum.

This letter 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 letter of employment, you will be deemed to have confirmed 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 reproductions of any aforementioned items belonging to your previous employer/s.

We are confident that you will contribute to the values and align with the culture of the organization. We wish you a warm welcome you to the US Technology family!

Sincerely,

for **US Technology International Pvt Ltd**



Vinesh George
Group Manager – HR

Accepted
Vivek Kumar, Padinjare Veettil

Encl : Annexure 1(A)



Annexure 1(B)
Annexure 2

Annexure 1 (A)

Name: Vivek Kumar,Padinjare Veettil

Designated as: Developer I - Software Engineering

Employee ID: 248784

Components	Monthly	Annual
Basic	8312.50	99750.00
HRA	3325.00	39900.00
ER-Provident Fund	1800.00	21600.00
Educational Allowance	200.00	2400.00
Bonus/Ex Gratia	1662.50	19950.00
Gratuity	416.00	4992.00
Other Allowances	11992.33	143908.00
Gross Monthly Salary	27708.33	0.00
Annual Variable Pay	0.00	17500.00
CTC	0.00	350000.00

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)

Allowance optional

As an employee, you have the option to choose between

- i. Food Allowance
- ii. Leave Travel Assistance

Subject to the detailed rules in relation to each of these allowances, you can avail any 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 Cards will be issued for INR 1,000/-, INR 2500/- or INR 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)

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 an objective to provide social security in India. Enrolment to NPS is purely voluntary. NPS provides 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 Performance Bonus

The incentive 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 incentive component will be communicated to you on joining the Company. You will be eligible for bonus only after successful completion of one year of employment with U S Technology.

Tax

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

Location

The initial place of work is **IND-TRV-UST_SEZ Floor 5** and the initial base location is **Trivandrum**. US Technology reserves the right to change your place of work at its sole discretion.

Termination of Service

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

You may deliver the notice of termination by email or through Fusion to your Reporting Manager and the notice



period shall commence on the date of receiving the email / Fusion notification. 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 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 6:00 pm from Monday through Friday. Saturdays and Sundays 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, 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), presentable 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 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, you agree 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, incurred by you in the course of your employment in connection with the performance of your job. 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, soft wares, 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 favor 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 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 imperative that you 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 handbook and also published in UST's 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

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.

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, mobile phone, and / or any other gadgets, devices, equipment, etc., 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.



**Please note that this appointment 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.

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