



Ref: UNIMAA/0031/08/2021

20 August 2021.

Sub: Offer Letter: Software Development Engineer – Level-1 – Product Development, Unifo Solutions Pvt. Ltd.

To: Mr. Vishal Yadav.Y.

Dear Mr. Vishal Yadav.Y,

With reference to your application followed by further Test and discussions we had with you, we are pleased to offer you employment with Unifo Solutions Pvt. Ltd. as **Software Development Engineer – Level-1** under the **Product Development Department** and to be based at **Chennai**. as per terms and conditions discussed and agreed upon as under.

You will be placed under training, which the details will be informed subsequently.

- This offer **will be open till the 23rd of Aug 2021**, for your acceptance by written communication, through reply to e mail.
- Your salary and other allowances shall be as per enclosed statement marked as **Annexure-1** of this letter. The said amount indicated in **CTC** format is inclusive of direct and indirect benefits, both in monthly and annual terms payable by the company as and when due. Any change in statutory rules warranting change in CTC as above, the company shall have the right to restructure total remuneration in such a way that annual compensation shall be matched with the current compensation in overall terms.
- You will be placed on probation for a period of **Six months** from the date of joining.
- During probation, the notice period for termination / resignation will be **7 days** from either side. Post confirmation, the notice period required from either side is **two months**. In case of insufficient notice given by the employee, it shall be at the discretion of the management to recover short notice period pay from the dues payable statutorily to an employee by way of liquidated damages.
- Your future increments or promotion or any other salary increase shall be based on merit considering your periodic and consistent overall performance, business conditions and other parameters fixed from time to time at the discretion of the management and shall not be considered merely as a matter of right. Company management reserves the right to withhold, cancel, postpone, be selective or reduce increment as it may deem fit and appropriate in the interest of the company and business.
- Your employment as **Software Development Engineer – Level-1** requires performing the customary duties of the position set forth hereafter or as may be intimated to you from time to time by the management. During the Terms of this employment, you shall devote your full time, ability and attention to the business of the company on a regular, best effort and professional basis.
- During the tenure of this employment, you shall not directly or indirectly engage in any business, commercial or professional activity which the board of directors or senior management of the company deem likely interference with the business of the company or with the performance of the duties by you hereafter. You agree not to have or enter into any other written or oral contract or agreement of employment with any entity on a formal or informal basis which may compete, directly or indirectly, with any services this company currently provides or likely to provide during your terms with the company.

Unifo Solutions Pvt. Ltd.

No. 51, Ground Floor, Tower-A, Rattha Tek Meadows, Rajiv Gandhi Salai, Sholinganallur, Chennai-600119, Tamil Nadu,
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- You agree that you will not, at any time during or after the termination of your employment under this contract, use for your own benefits, either directly or indirectly, disclose or communicate in any manner to an individual, corporation or any other entity, other than the company, any confidential information acquired by you during your employment, regarding any actual or intended business activity, product, services, plan or strategy of the company. As used in this letter confidential information disclosed to or known by you as a consequence of or development through or during your employment by the company including all knowledge, information and materials regarding the company business and services, customers, suppliers, products and/or service development, business plans as confidential and about financial, marketing, pricing, cost, compensation or any other proprietary matters related to the company. You agree to sign the necessary document in relation hereto as and when required.
- Whilst employed with the company, you will acquire, gain, generate, gather and develop knowledge of and be given access to business information about products and market activities, know-how, methods or refinements and business plans and business secrets and other information concerning products/business of the company hereinafter called "COMPANY CONFIDENTIAL". You will be liable for prosecution for damages for divulgence, sharing or parting any of such information whilst employed and on cessation for a least 3-year period.
- The intellectual Property rights of whatever you produce as an employee of the Company shall be the sole property of the Company. You shall not have any rights over the proprietary rights over any such assets or inventions you make for and on behalf of the Company.
- Your services are liable to be transferred or loaned or assigned with/without transfer, wholly or partially, from one office and vice-versa or office to another office of an associate company, existing or to come into existence in the future anywhere in India or abroad or any other concern where Unifo has interest. In such case you will abide by responsibilities expressly vested or implied or communicated and shall follow rules and regulations of the department/office or establishment, jointly or separately. You, thereupon, may be governed by service conditions and other terms of the said concern, as may be applicable.
- Your services are liable to be terminated at any time:
 - During the employment in case you are found to be medically unfit by the company's authorized medical practitioner, on examination.
 - As and when the company comes to know of any conviction by the court of law during your service tenure with us or conviction and/or any bad record in the past under previous employer, or because of your giving false information at the time of your appointment
 - Poor performance, incompetence, inability to properly perform duties
 - If you are held guilty of any offence involving moral turpitude or
 - If you do not comply with the terms of this appointment in any manner as stated
 - Employment termination and/or this agreement and/or other agreement shall not affect fulfillment of obligations arising out of the agreement in force, till operation of termination takes place.

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- The management reserves the right to reduce your notice period after resignation/termination and may decide to relieve you early if it is found and/or observed that you lost interest in work or due care is not taken in completion of assigned tasks or your continuation is detrimental to the interest of the organization.
 - The company reserves the right not to relieve the employee if all the company's documents / property / company confidential information, in employee's custody, has not been properly handed over to an authorized representative of the company and in this case full and final settlement may be withheld till such time these are properly handed over as required.
 - In addition, the employment may be terminated by the company, without notice or compensation, if he/she commits an act of Serious Misconduct*.
- * "Serious Misconduct" shall mean any act by the employee which amount to:
- Misrepresentation of qualification or falsification of employment application
 - Wrong claim of expenses or bills shall be termed as dishonest act
 - Material breach of the terms of employment
 - Possession or use of drugs not permitted as per law in India
 - Complaints from customers about purposeful non-performance of assigned duties resulting in loss to them
 - Intention to do any criminal offence against the company
 - Fraud, theft or gross negligence, embezzlement, misappropriation of company assets, conduct of disruptive act against the company.
 - Misuse of Identity card or any other identification issued from the Company.
 - Repeated violation of any work rules during company hours, willful actions detrimental to the company or breach of standards adopted by the company governing behavior and conduct, professional independence or conflict of interest; deliberate tampering with or unauthorized use of computer hardware or software
 - Harassment caused to subordinates, peers or company contracted employees, physical or mental
 - Listed, hereinabove in the illustrative and shall include habitual acts, other misconduct of similar or serious nature related to work, discipline and performance.
 - Being absent from duty without information or permission of leave or you overstay your sanctioned leave beyond 10 days, the management will treat as having voluntarily abandoned the services of the company.
- You will keep the company informed of any change in your residential address, telephone or mobile number, during your employment with the company.
- You shall faithfully and to the best of your ability perform your duties that may be entrusted to you from time to time by the management. You will be bound by rules, regulations and orders promulgated by the management in relation to conduct, discipline and policy matters.

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- You will not seek membership of any association or forum or local / public bodies without first obtaining specific written permission from the management. In the event of your becoming a member without following due processes as mentioned, it shall amount to contravention of provision of employment condition and management reserve the right to take appropriate action including dispensing with your services, as may deem fit.
- You will not give out to anyone, by word of mouth or otherwise, particulars of our business or administrative or organizational matters of confidential nature which may be your privilege to know by virtue of your being our employee.

If you agree with the terms and conditions discussed, please return the duplicate of this letter duly signed in token of your acceptance.

Looking forward to a long professional relationship and successful career with Unifo Solutions Pvt. Ltd., by adding value to the company and being part of the business growth.

Yours Sincerely,

For Unifo Solutions Pvt. Ltd,

A handwritten signature in blue ink, appearing to read "Suresh Warriar".

Suresh Warriar,

GENERAL MANAGER-Enabling Processes

Unifo Solutions Pvt. Ltd.

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Annexure-1

Unifo Pay Structure: -

Name:	Mr. Vishal Yadav.Y.	
Designation:	Software Development Engineer – Level-1	
Date of Joining	TBD	
	Per Month	Per Year
Basic	16,000.00	1,92,000.00
HRA	8,000.00	96,000.00
LTA	900.00	10,800.00
Conv Allow	1,000.00	12,000.00
Special Allow	3,267.00	39,204.00
Net Take Home	29,167.00	3,50,004.00
Final CTC	29,167.00	3,50,004.00

Note: Your Payout is subjected to the norms of Income Tax Act, for deductions as applicable.

Please note that the amounts mentioned in the CTC format in the statement is inclusive of direct and indirect benefit, both in monthly and annual terms payable by the company, as and when due. Any changes in statutory rules warranting changes in CTC as above, the company shall have the right to restructure total remuneration in such a way that annual compensation as applicable shall match with current CTC in overall terms.

We are working towards introducing Provident Fund scheme for employees. On enrolment, 12 % of your Basic Salary will be deducted for your PF account and an equal amount of employer contribution will be remitted to the PF account every month by the company. These amounts will be considered as part of your current CTC.

Suresh Warriar,
GENERAL MANAGER-Enabling Processes

Accepted (Vishal Yadav.Y)

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