

Connecting Clients with Global IT Services

Date: 21 July 2020 Empoyee ID: CON11914

Dirisam Rajasekhar,

Dear Dirisam Rajasekhar,

Further to the Offer of Employment issued to you, we take pleasure to appoint you as **APIGEE ARCHITECT** – **Wipro Technologies** at **Pyramid IT Consulting Private Limited**, with effect from the date of joining, which shall not be later than **13 July 2020**.

Your initial assignment and place of posting is going to be in **Mumbai**. As an employee, you shall comply with the rules, regulations and procedures of the Company. Your duties and responsibilities may be modified from time depending on business requirements. The terms and conditions of your employment are as follows:

01 COMPENSATION

You will be paid salary as per the annexure enclosed and on the basis of approved days in monthly timesheet, duly approved by your reporting manager at the client site. Any statutory deductions including but not limited to Income Tax, PF, ESIC, LWF, PT, insurance premiums etc. and any other statutory deductions as made applicable by either State Government or Central Government or any other appropriate government on the remunerations paid to you by the company, is part of the cost to company (CTC) and will be deducted from your monthly drawings/ borne by you and as required by law, will be deducted at source. The compensation shall be restructured to adhere to the applicable legal statutes from time to time.

02 EMPLOYMENT PERIOD

You will be on payrolls of Pyramid IT Consulting Pvt Ltd from the date of your appointment and you will be working at Pyramid's Client Site. If in the opinion of the Company, you are found suitable in the appointed post, you will be confirmed accordingly. Pyramid shall have the right to terminate the employment at any time, with 15 days' notice period. You will give 30 days' notice to Pyramid in case you decide to prematurely terminate the employment because of any valid reasons. In case management receives any complaints related to misconduct, inefficiency, less output, integrity, moral turpitude and changed business requirements then the management reserves the right to terminate the employment with immediate effect. Either party is not bound to give any reason thereof. You will be relieved from your services depending upon an approval from your Reporting Manager at Client Site and completion of the Knowledge Transfer, the assignment and task at hand, at the discretion of the Management. The company reserves the right to pay or recover salary in lieu of notice period. Further, the company may, at its discretion, relieve you from such date as it may deem fit even before the expiry of the notice period without compensating for the unexpired period and is not bound to give any reason thereof.

03 LOCATION OF POSTING

Your initial posting will be at **Mumbai** and you will attend to work allotted to you and carry out any other assignments entrusted to you from time to time.

You may be transferred / sent on deputation to any of the offices / subsidiaries / associate offices of the company or its client, to any town or city in India or abroad, whether at present existing or which may be set up in future at any time and at any place in India or abroad, at the sole discretion of the management.



EMPLOYEE

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04 WHILE ON OVERSEAS ASSIGNMENT

The House Rent Allowance, Conveyance, Reimbursements of Expense Plan and Leave Travel Components will be payable to you while stationed in India. You will not be eligible for these components while you are on an overseas assignment. However, this component will be restored proportionately on your return from the overseas assignment. You are required to observe the following:

- I. During the period of overseas assignment, contract of employment is not terminable by you.
- II. You will be required to immediately return to India on completion of your overseas assignment and continue your service. Further you cannot join the client company during the tenure with us.
- III. If you wish to terminate your employment with the Company, you are required to return to India and provide a notice period of two months or two months' salary (last drawn) in lieu of notice period.

You understand that in order for you to fulfill your overseas assignment, it will be necessary for the Company to bear all expenses related to foreign travel. In addition, you further recognize that:

If you voluntarily terminate your employment with the Company, before completing your overseas assignment and do not immediately return to India, you promise to pay to the Company an amount equal to the Immigration and Relocation Costs incurred by the Company on your behalf. The estimated amounts of such costs vary between US\$3000 and US\$5000 (depending on Family airfare).

Should you voluntarily terminate your employment while on your overseas assignment without giving the requisite two months' notice to the Company, (regardless of whether or not you immediately return to India), you agree to pay the Company a sum of US\$10,000 as liquidated damages for your failure to give such notice. The above conditions are subject to Company policy. All other terms and conditions of your service remain unchanged.

05 NON-COMPANY WORK

Your position is a whole time employment with the Company and you shall devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part-time or otherwise) or work in an advisory capacity or be interested directly or indirectly (except as shareholder or debenture holder) in any other trade or business during the employment with the company without permission in writing from the Chief Executive Officer of the Company.

06 TRANSFER

You will be liable to transfer in such capacity as the Company may from time to time determine to any other location, department, establishment, office or branch of the company, parent company or subsidiary, associate or affiliate of the company. In such case, you will be governed by the terms and conditions of service applicable to the new assignment.

07 RESPONSIBILITIES

In view of your office, you must effectively perform to ensure results and you will be expected to work extra hours to achieve this whenever the job so requires.

08 CODE OF CONDUCT

You will at all times, maintain absolute integrity and devotion to duty and conduct yourself in a manner conducive to the best interests, credit and prestige of the company. You will not, at any time, work against the interests of the management and do anything which is unbecoming of an employee. Any violation of these norms of behavior shall constitute misconduct, and disciplinary action will be taken against you. Also in case you act against the basic and universally accepted organizational norms, appropriate action will be taken as per the disciplinary policy of the company.

Your services can be terminated instantly for indiscipline, criminal offence and any act of misconduct.

Your absence without any written intimation and approval of the management/ reporting manager at client site shall be considered as an act of misconduct. For any unauthorized/unapproved absence continuously for a period of 7 days it shall be deemed that you have terminated the contract of employment and have voluntarily relinquished your job with the company, the management shall not be liable to re-engage you in employment or to continue with the above contract for the remaining period of employment.

9 CONFIDENTIAL INFORMATION

You will not at any time without the written consent of the Chief Executive Officer disclose or divulge or make public, except on legal obligations, any information regarding the company's affairs or administration or research carried out, whether the same may be confided to you or become known to you in the course of your service or otherwise.

EMPLOYER

EMPLOYEE



10 PROTECTION OF INTEREST

If you conceive any new or advanced methods of improving process / formulae/ systems in relation to the operation of the company, such developments will be fully communicated to the company and will be and remain the sole right/property of the Company. You will agree that at all times during or subsequent to your employment, you will hold in trust, keep confidential and not disclose to any third party or make any use of the Company's Confidential Information except for the benefit of the Company and in the course of your employment in the Company.

Further you will not cause the transmission, removal or transport of Confidential Information from the Company's places or business or such other place of business specified by the Company, without prior written approval of the Chief Executive Officer of the Company or such other authorized agent of the Company as designated in writing by the Chief Executive Officer of the Company. You also will not:

(i) engage in any employment or activity other than for the Company in any business in which the Company is engaged; (ii) induce any other employee of or consultant to the Company to engage in any such employment or activity; or (iii) solicit any customers of the Company for services similar to those performed by the Company, for a period of one (1) year after termination of such employment.

Pyramid shall not be held liable for any kind of damages, direct or indirect, special or consequential under this Employment Agreement. Any unresolved dispute or difference between the employer and employee, which cannot be resolved by mutual discussion, and requires settlement by arbitration, may be so settled at Delhi under and in accordance with the Arbitration and Conciliation Act of 1996.

11 PAST RECORD

If any declaration given or furnished by you to the company proves to be false or if you are found to have willfully suppressed any material information or your Background Verification Report is RED, you will be liable to removal from service without any notice or benefits from Pyramid. Further in case the Background Verification Agency is unable to verify the credentials of Education and Employment provided by you, then additional details, references and support shall be obtained from you. However if the credentials of Employment and Education are not verified, you will be liable to removal from service without any notice or benefits from Pyramid. Pyramid and its Directors and Officers will not be held liable for any claims, demands, losses, damages, expenses and proceedings whatsoever made by any employee or his / her previous employer or any third party arising from or on account of any actions or omissions made by the employee.

12 ON SEPARATION

On acceptance of the separation notice, you will immediately submit to the company, before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects, etc., and shall not make or retain any copies of these items. In the event of termination (voluntary or otherwise) of employment with the Company, you will protect the value of the Company's Confidential Information and prevent the misappropriation or disclosure thereof. You will not disclose or use to your benefit (or the benefit of any third party) or to the detriment of the Company any Confidential Information.

The above terms and conditions are subject to Company Policy. This Appointment Letter embodies the entire agreement and understanding between the Employer and Employee with reference to the subject matter and supersedes all other Agreements, understanding, proposals or correspondence between the employer and employee.

Please confirm that the above terms are acceptable to you and that you can accept the appointment by signing a copy of this letter of appointment.

This offer of appointment is subject to satisfactory reference checks.

Yours sincerely.

For PYRAMID IT CONSULTING PRIVATE LIMITED



Anurag Juyal Associate General Manager - HR

I, Dirisam Rajasekhar, agree to accept employment on the terms and conditions mentioned in the above appointment letter.

Name: Dirisam Raja Sekhar Date: 21/07/2020 Signature:



SALARY ANNEXURE

Full Name	Dirisam Rajasekhar	
Designation	APIGEE ARCHITECT 13 July 2020	
Date of Joining		
SALARY COMPOSITION	MONTHLY (Rs.)	YEARLY (Rs.)
ENTITLEMENTS		
BASIC SALARY	79167	950004
HOUSE RENT ALLOWANCE	39583	474996
SPECIAL ALLOWANCE	32417	389004
BONUS	-	-
GROSS SALARY	151167	1814004
DEDUCTIONS		
ESI CONTRIBUTION - EMPLOYEE	-	-
PF CONTRIBUTION - EMPLOYEE	1800	21600
LWF CONTRIBUTION -EMPLOYEE	-	-
NET SALARY	149367	1792404
CTC DETAILS		
PF CONTRIBUTION - EMPLOYER	1800	21600
MEDICLAIM INSURANCE	-	-
LWF CONTRIBUTION -EMPLOYER	-	-
ESI CONTRIBUTION – EMPLOYER	-	-
GRATUITY	5367	64404
COST TO COMPANY	158334	1900008

The above salary components are subject to company policy and are effective while you are in India. The components of India salary applicable while on overseas assignment will stand revised effective the date of relocation. The above salary annexure is a proposed distribution of salary components and it may vary due to revision/amendments in statutory requirements as applicable at the date of joining. The other terms and conditions of your service remain unchanged. Please note that your compensation structure is personal to you and you are requested not to share details of the same with others.

Anurag Juyal

Associate General Manager – HR

Dirisam Rajasekhar

APIGEE ARCHITECT