



OFFER LETTER

Date: 2nd May, 2016.

To Pasang Sherpa

Dear Pasang,

This has reference to your application & subsequent interview. The company is pleased to offer you a job as **Trainee Software Engineer** subject to the following terms & conditions:

1) Date of Appointment:

You will join Pragmatic Techsoft Pvt Ltd from 2nd of May, 2016.

2) Probation & Training period:

You shall be on Training for two months & probation for a period of Four months from date of joining the organization and you shall be provided training during such period. Depending upon your performance during probation/training period, management may reduce or extend the probation/training period if required. The decision of the management shall be final and binding on your successful completion of the probation. At the time of appointment or joining or thereafter, you will have to execute Undertakings and other documents with regards to maintaining of the organizational secrecy to protect the interest of the Company and a bond to serve the company for minimum period of one and half year.

During your employment with company you may be given training at the cost of company so as to enable you to achieve a required level of competence.

3) Designation:

You will be designated as Trainee Software engineer.

4) Salary Structure:

During Training period of 2 months –

Rs.5000 per month

Along with company sponsored lunch.

After training period of –

Salary Rs 12,000/- per month

Along with 50% company sponsored lunch.

After Completion of 1 year based on acceptable performance–

Salary– 20,000/- per month

Note: Your remuneration package is strictly confidential between you and the Company and should not be discussed with any one nor divulged to anyone in any manner whatsoever.

5) Reporting time & punctuality:

Pragmatic Techsoft Pvt.Ltd.

Office No 15, Sun shree Woods Commercial Premises, NIBM Road, Pune 411048, Maharashtra, India.

Ph:-(020) 41201035

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You shall strictly report your duties daily at 9:30 A.M. Sharp and are required to be in the office till regular office hours, or till the completion of the day's work, as and when there is some urgent work.

6) Termination

- (a) Employment with the Company will stand terminated at the end of the financial year in which you attain the age of superannuation (60 years). Termination of employment may also be initiated earlier by either party by serving prior written notice on the other, as per the notice period stipulated in this offer. The Company is also entitled to either waive the notice period in part or in full at its sole discretion or require payment of equivalent base salary in lieu of the unexpired notice period. The Company further reserves the right to terminate with sooner effect by tendering equivalent base salary in lieu of the notice period.
- (b) In the event of your serving on the company a notice of termination of employment by submitting a resignation letter, your release will be governed by the General Terms and Conditions of Employment in force at that point in time, subject to the satisfactory handing over of your duties, responsibilities, Company documents, Company assets, etc. to the relevant parties. The details of this Policy are available on our HR website.

7) Reference Check and Background Verification

The company reserves the right to carry out reference verifications or background checks prior to your joining the company or during the course of your employment with us. Such background checks and reference verifications, amongst others, would include past employment and salary (this will include your immediate employer prior to joining us), criminal records, countries resided in or worked in etc. The company reserves the right to carry out banned/illegal drugs/narcotics substance screening tests on you at any point of time during your tenure. You understand and acknowledge that this is a requirement and you have no objections whatsoever if such checks, banned/illegal drugs/narcotics substance screening tests and verifications are carried out by the company or a third party agency engaged by the company. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is misstated or is unstated or documents submitted by you are not correct or banned/illegal drugs/narcotics substance screening test results are positive, the company shall, at its sole discretion be entitled to forthwith terminate and/ or revoke your appointment with the company, without further reference in the matter. In addition to the Company's right to carry out the above verifications, you shall fill in and sign the Criminal Disclosure Declaration, in the attached form. In the event you have been accused, charged and/ or convicted for any criminal offence, at anytime whether prior or subsequent to your joining the company, you shall make full disclosure of the same and furnish all necessary documents in support thereof. In the event you have been accused, charged and/ or convicted for any criminal offence your joining will be subject to specific written confirmation from the Company. The company at its sole discretion reserves the right to terminate your employment or take appropriate disciplinary action against you or revoke this offer letter. In the event of suppression of any facts, the Company shall be entitled to take such other action at any time as it may deem fit

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8) Privacy

- (a) During your employment with the Company, you will, at all times, observe secrecy in respect of any technical, trade or business data, customers' names/business details or any other information that might come to your knowledge or possession, which according to the Company are necessarily confidential and form valuable property of the Company. You shall not disclose nor cause the disclosure of any such data in any manner whatsoever. You will also be responsible for protection and furtherance of the Company's best interests at all times, including after you cease to be on the Company's rolls. In addition, in the event of your leaving the Company's services, you are expected not to take up employment or enter into any type of business/commercial association with any of the Company's clients or their associates, for a period employment. You have to safeguard Pragmatic Techsoft and its customers Intellectual Property Rights and confidential information even after termination of your employment or business relationship with Pragmatic.
- (b) All software, systems, ideas, concept, designs, documentation or any other material produced by the employee during the period of his / her assignment to company either be Intellectual Property of Pragmatic or that of its Customers. The employee will not have any rights to such material described as above.

During your employment with the company you will comply with the provisions of the Information Security Policies and Procedures of Pragmatic at all times and which shall extend beyond the normal working hours, whether inside or outside the office premises. You will also classify & manage all data under your control & ownership as per company's policies. Non-conformation with the Information security policies & procedures, copying software & other proprietary material in use or stored at Pragmatic & non-compliance with various legal & contractual requirements pertaining to protection of personal data will be viewed very seriously and will attract strict disciplinary action as per the disciplinary procedures of Pragmatic.

9) Posting

Your services will be liable for transfer to any of our other Offices, Project locations, Divisions, Departments, etc. or for deputation to any organization, to be posted at any of their Offices, Project locations, Divisions, Departments, etc. at anytime, anywhere in India or abroad. Please note that transferability is an important ingredient of the terms and conditions of your employment with the Company. In the event of such a transfer/deputation, details of the terms and conditions including modifications if any in your emoluments, etc. will be communicated to you at an appropriate time. In addition to the specific stipulations as may be applicable to you from time to time depending on your assignment/location, you will continue to be governed by the terms and conditions of your employment in India at all times, unless specified otherwise in writing. In addition, in the event of you being posted overseas, you will be required to sign appropriate documents such as Service Agreements and fulfil the requirements specified therein and also adhere to the stipulations of the overseas deputation policies in force from time to time.

- 10) You are required by the Company rules not to undertake any employment or enter into any other type of association, even on part-time basis whether for any consideration or not.

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Contravention of this will lead to termination of your services from the Company without any notice, with no liability on the part of the Company for payment of any compensation in lieu of such notice. Further, this contravention will be deemed as voluntary termination/ resignation by you of your services without the required notice having been given.

- 11) Weekly off would be on 1st, 3rd and 5th Saturdays and all Sundays. Your normal hours of work are from 9:30 am to 6:30 pm Monday to Saturday inclusive with an hour lunch break. Depending on project contingencies, working hours for specific employees or groups of employees may be modified / altered from time to time.
- 12) Employees may be required to work on holidays and weekends depending on the nature of the project. Such employees shall be eligible for benefits as detailed in the Policy.
- 14) Regular employees are paid their monthly salary through bank transfer on 15th of the month for which employees have to open bank account in specified bank/s.
- 15) You are required to work for the company for one and half year (i.e.1.5 year) starting the date mentioned on this letter. A failure to do so will require you to pay us an amount of Rs. 200,000.

Shabbir Merchant
CEO

Pragmatic Techsoft Pvt.Ltd
Date:

Pasang Sherpa

Permanent Address:

Current Address:

Pragmatic Techsoft Pvt.Ltd.

Office No 15, Sun shree Woods Commercial Premises, NIBM Road,Pune 411048, Maharashtra, India.