**1st July 2023**

**Appointment Letter**

# Dear Mr. Rohit Pingale

Further to the recent meetings and discussions you had with us, we are pleased to offer you an appointment with GalaxEye Space, for the position of **GIS Analyst** on the terms and conditions set out herein. You will be working with us as part of the **GalaxEye Team** in our office at **1st Floor, #646, 27th Main Road, HSR** **Layout Sector 1, Bengaluru - 560102**. We welcome you on board and congratulate you on your selection. We firmly believe that you will add further value to GalaxEye Space.

**Terms & Conditions**

## Our Value, System and Culture

As communicated to you during our discussions, we value competence, performance, discipline, and integrity above everything else and that constitutes the foundation of this contract. We work in an atmosphere of trust & transparency and go beyond our area of responsibility. You are accountable first to yourself and then to your superiors.

## Date of Joining

You have to join us on or before **12th July 2023** and this would be considered your effective date of joining in the company.

## Notice Period

GalaxEye Space may terminate this agreement by providing 60 days’ notice in writing to the employee. GalaxEye Space may, at its discretion, pay remuneration in lieu of some or all of this notice period. Likewise, the employee may terminate this agreement by providing 60 days’ notice of resignation or salary in lieu of it.

## Compensation and salary revision

You shall be entitled to a CTC of **Rs. 7,50,000/-** (Rupees Seven Lakhs Fifty Thousand Rupees only) Per

Annum, additional **Rs. 50,000/- Variable** explained in detail in Annexure-I. All compensation for you shall be subject to deduction as per statutory laws. Your salary will be reviewed at the end of the financial year, or at such

other time as the Management may decide. Salary revisions are discretionary and will be subject to, and on the basis of, effective performance and results.

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Assignment, Transfer and Deputation

For this assignment, your primary location of work shall be as mentioned below.

GalaxEye Space Solutions Pvt Ltd

1st Floor, #646, 27th Main Road,

HSR Layout Sector 1,

Bengaluru – 560102

Though you have been engaged in a specific position, the company reserves the right to require you to relocate to another location. Also, your ability and expertise can be utilized in any other field/function in the best interest of the company and thereupon you shall be re-designated accordingly.

## Travel

The work may require you to travel in India. You should get your travel plans pre-approved prior to your travel to a different city. We advise that you make your travel plans well in advance and use the convenient modes of transportation and stay in guest houses wherever possible. Ideally, all travel bookings should be made through the GalaxEye Space office. However, you shall be reimbursed in case bookings are made directly by you.

## General Rules and Regulations

You will be governed by various rules and regulations/ service conditions framed by the company from time to time.

## Hours of Work

* You shall be required to work on all days as specified below, each week. Standard working hours are as described in the subsequent points. However, the actual working hours and working days (including working on public holidays) will be often determined by workflow and our commitments, and the Employee may be required to work such hours as are necessary to fulfill the full scope and responsibilities expected of his position without any additional compensation.

o Monday, Tuesday, Wednesday, Thursday, Friday – 10.00am to 7.30pm o Saturday – 10.30am to 1.30pm

* GalaxEye Space espouses the flexi time culture and you can, with the prior express permission of the Manager or the competent authority, flex your working hours, provided you invest 8 hours of work in a day aggregating to 40 hours of work in a week.
* GalaxEye Space observes 4 National Holidays – Republic Day, May Day, Independence Day and Gandhi Jayanthi every year. The festival holidays may vary every year.

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* However, when posted at a client’s location in India or Abroad, you will follow all the rules, regulations maintain the necessary decorum and will conduct yourself as prevalent and applicable in the place of your posting.

## Leave and Vacation

You will be entitled to such number of leaves as specified in the Company’s leave policy, which may be amended from time to time. Current leave entitlements are as follows:

* Annual Leave: 15 (fifteen) days’ annual leave each calendar year, pro-rated each month. If an employee has joined later than the 15th of a month, no annual leave shall be accrued for that month. Unutilized annual leave at the end of each year may be carried forward up to 45 (forty five) days. Any outstanding unutilized annual leave can be encashed only at the time of cessation of employment; and
* Sick Leave: 12 (twelve) days’ leave for sickness or illness, every calendar year. Instances of availing sick leave in excess of 3 (three) consecutive days should be accompanied by a doctor’s certificate. Additionally, the Company may also request the Employee to undergo other tests to ensure you are fit to return to work. Sick leave that has accrued but not utilized at the end of the year cannot be carried forward to the next year and cannot be encashed. Any sick leave availed in excess of the limit set forth herein will be considered as annual leave, or if that has been exhausted, as unpaid leave.
* Public holidays: Company will publish its public holiday list at the beginning of each calendar year.
* Maternity leave: Company provides for maternity leave in accordance with the Maternity Benefits Act, 1961 as amended from time to time.

## Substantial time employment

During this period, you will be required to spend substantially all of your time carrying out work assigned to you by GalaxEye Space. You shall devote yourself exclusively to the business and interests 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 / debenture holder), in any other trade or business during your employment with the company, without permission in writing of the Management of the Company.

## Conduct

* You shall at all times, maintain exemplary conduct and decorum. You shall uphold honesty and integrity in all your actions.
* You shall honour and comply with all rules and regulations of the Company and statutory requirements, in letter and spirit.
* Your conduct at all-time should reflect observance of the national and local laws.
* You shall refrain from harassing any of your peers on grounds of gender, race, caste, nationality etc.

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* You shall also refrain from harassing a woman colleague in tune with the Prevention of Sexual Harassment at Work Place Act.
* Any act of theft, fraud, embezzlement of company money, causing disrepute to the organization or country will incur disciplinary action against you in line with the applicable labour statutes.

## Intellectual Property Right

If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or another process/method likely to result in more efficient operation of any of the activities of GalaxEye Space, the company shall be entitled to use, utilize and exploit such improvement and you shall assign all rights thereof to GalaxEye Space for the purpose of seeking any patent rights or for any other purpose. GalaxEye Space shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of association with the company including but not limited to the creative concept that you may develop during your association with the company.

## Secrecy/Confidentiality

You will not during the course of your employment with GalaxEye Space or at any time thereafter divulge or disclose to any person whomsoever, make any use whatsoever for your own purpose or for any other purpose other than that of the company, of any information or knowledge obtained by you during your employment as to the business or affairs of GalaxEye Space including development, process reports and reporting system and you will during the course of your employment hereunder also use your best endeavour to prevent any other person from doing so.

You acknowledge and agree that disclosure of any portion of the Confidential information prohibited herein or any breach of the provisions herein may result in irreparable injury and damage to the company which will not be adequately compensable in monetary damages, that the company will have no adequate remedy at law therefore, and that the company may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the company against, or on account of, any breach by you of the provisions contained herein, and you agree to reimburse the reasonable legal fees and other cost incurred by the Company in enforcing the provision of this Agreement. In addition, the company will be within its right to:

* advertise for public knowledge/notice;
* notify to your prospective employer;
* notify regulatory body;
* any impropriety or breach of confidentiality obligations hereunder; at its absolute discretion.

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* advertise for public knowledge/notice; notify to your prospective employer;

## Conflict

In recognition of the transfer of confidential information or intellectual property to the Company, you hereby agree that:

* You will have to seek prior permission from the company for any employment with a client of the company or any other organization working with a client of the company, whose assignment you have worked on directly.
* Subsequent to your separation from the company, for a period of 1 year you will not take up any job or assignment, either full time or otherwise, either directly or indirectly for or on behalf of any other organisation working with a client of the Company, whose assignment you have worked on in 1 year immediately preceding your separation from the Company without the consent of the Company.
* You also accept to not undertake during the term of your employment and for a further period of twelve (12) months after termination of your employment with the Company, from either directly or indirectly soliciting or inducing, or causing others to solicit or induce, any person who is employed or engaged by the Company or its subsidiaries or affiliates to either serve the interests of any other organization or business houses, either by they being in the employment of the Company or by they terminating their employment with the Company.

## Sharing of Salary related Information

Your remuneration package is confidential and should not be shared with anyone except HR or the finance team.

## Personal Particulars

You will keep us informed of any change in your residential address, your family status or any other relevant particulars. You would also let us know the name and address of your legal heir/nominee.

## Termination of Service

* Unauthorized absence or absence without permission from duty for a continuous period of 8 days would make you lose your lien on employment. In such case, your employment shall automatically come to an end without any notice of termination or notice pay.
* You will be governed by the laid down code of conduct of the company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein GalaxEye Space reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.

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* Upon termination of employment, you will immediately hand over to the Company all correspondence, specifications, formulae, books, documents, market data, cost data, drawings, affects or records belonging to GalaxEye Space or relating to its business and shall not retain or make copies of these items.
* Upon termination of employment, you will also return all company property, which may be in your possession.

## Separation from the Company

* The retirement age of the Company is 60 years or earlier in case you are found physically unfit for work any longer or for continued ill health as certified by a medical practitioner.
* At the time of formally resigning from services, you shall serve the notice period of Thirty days from the date of acceptance of your resignation letter.
* When you formally resign from the service of the Company, the Company may, at its discretion, permit you to:

✓ Adjust the vacation/Earned Leave accumulated towards part of the notice period ✓ Pay up for the notice period in lieu thereof

* If your services are terminated by the Company due to misdemeanour, unsatisfactory performance or any other disciplinary matter, the Company will pay your salary for the notice period admissible.
* Upon the resignation/termination of your employment, you will return to The Company all papers & documents or other property which may at that time be in your possession relating to the business or affairs of the company or any of its associates or branches or their clients and will not retain any copies or extracts there from.

## Appointment in Good Faith

It must be specifically understood that this offer is made based on your proficiency on technical/professional skills you have declared to possess as per your application for employment and your ability to handle any assignment/job independently. In case at a later date any of your statements/particulars furnished are found to be false or misleading or your performance is not up to the mark or falls short of the minimum standard set by GalaxEye Space, the company shall have the right to terminate your services forthwith without giving any notice notwithstanding any other terms and conditions stipulated therein.

Kindly sign and return the duplicate copy of this letter, as a token of your acceptance of the terms and conditions set out herein. Also, please sign on each page of the letter.

We welcome you and look forward to a mutually rewarding association!

Thanking you, A close-up of a signature

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**For GalaxEye Space,**



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**Suyash Singh**

**Co-Founder & CEO**

## For Candidate –

I accept the terms and conditions of the Company mentioned above.

|  |  |
| --- | --- |
| Name | Rohit Prakash Pingale |
| Signature |  |
| Date | 15/07/2023 |

# ANNEXURE – I

## Mr. Rohit Pingale Designation: GIS Analyst

|  |  |  |
| --- | --- | --- |
| **Compensation Structure** | **Monthly in INR** | **Yearly in INR** |
| **Monthly Components** |  |  |
| Basic | 24,280 | 2,91,360 |
| HRA | 12,140 | 1,45,680 |
| Conveyance Allowance | 1,600 | 19,200 |
| Special Allowance | 22,680 | 2,72,160 |
| **Gross Salary** | **60,700** | **7,28,400** |
| Employer Provident Fund Contribution | 1,800 | 21,600 |
| **Total Cost to Company** | **62,500** | **7,50,000** |
| Employee Provident Fund Contribution | 1,800 | 21,600 |
| Mediclaim and Personal Accident Policy Premium | 205 | 2,460 |
| **Net salary** | **58,695** | **7,04,340** |

## • *Additional Rs. 50,000/- as Variable*

**Deductions Include:**

1. Professional Tax ( as per Govt slabs)
2. TDS ( as per Govt slabs)

### Sincerely, For GalaxEye Space,



### Suyash Singh Co-Founder & CEO

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