



**GetMy Solutions Pvt. Ltd.**

Head Office: Laxmi Niwas, Ashok Nagar,  
Tathawade, Pune-411057

Ref. No. GMS/HR/23-24/003

Date: 12th Aug 2023

To:

Mr. Rahul Jangir  
Pune.

**Subject: Letter of Appointment**

**Dear Rahul,**

With reference to your acceptance of our offer letter dated 12th Aug 2023, the management is hereby pleased to appoint you in our organization "GetMy Solutions Pvt. Ltd." w.e.f. 12th Aug 2023 on the following terms & conditions:

**1. Designation:**

You will be designated as Design Engineer in the Product Development department.

**2. Place of Posting:**

You will be posted in our office at Laxmi Niwas, Ashok Nagar, Tathawade, Pune-411033. However, at any time during the period of appointment, you will be liable to transfer in such other capacity that the company may determine to any other Department/ Branch/ Establishment or any other Company under the same management without adversely affecting your emoluments and general condition of service.

**3. Grade:**

You will be placed in Grade Design Engineer as per the structure of the company.

**4. Employment:**

You will be on probation for the period of three months and subsequently confirmed as a Design trainee from the date of joining for 1 year.

## **5. Remuneration:**

You will be entitled to the remuneration as specified in the Annexure A.

During the course of the first year, you will be trained and exposed to the expert domain of Electric Vehicles where you will learn various design elements our team has learnt over the last 15+ years. This knowledge has enormous value and cannot be easily accounted for in monetary value. After this one year of your special domain hands-on learning, we would like to utilize your knowledge for one year at least.

Considering the amount of time and knowledge spent on making you suitable to work on Electric Vehicle projects, if you leave the organization for any reason within this period, we will be losing a lot of expert time, knowledge, and money. So if you leave the organization anytime from the date of joining within 2 years, you have to pay back GetMy Solutions Pvt Ltd the total amount equal to the remaining tenure to complete 24 months of salary calculated with the package you are drawing at the time of your resignation, as a compensation to the training, knowledge transfer, hands-on experience, expert guidance given to you.

This clause is not applicable if you successfully complete 2 years in the organization.

## **6. Notice period:**

During the service period, either party may terminate this employment at any time provided that at least 3 months' notice is given in writing. In case of non-performance of the candidate, the company reserves the right to terminate the employee with immediate effect.

## **Other Rules & Organization:**

In consideration of the covenants and agreements herein contained and the moneys to be paid hereunder, the Company hereby employs the Employee and the Employee hereby agrees to perform services as an employee of the Company on an "at will" basis upon the following terms and conditions:

### **1. EMPLOYMENT:**

The Company employs, engages, and hires the employee as a Design Engineer, and the employee accepts and agrees to such hiring, engagement, and employment subject to the general supervision and pursuant to the orders, advice, and direction of the employer. The employee shall perform such other duties as are customarily performed by one holding such a position in other similar businesses or enterprises as that engaged in by the employer, and shall also additionally render such other and unrelated services and duties as may be assigned to him/her from time to time by the employer.

### **2. BEST EFFORTS OF EMPLOYEE:**

The employee agrees that he/she will at all times faithfully, industriously, and to the best of his/her ability, experience, and talents perform all of the duties that may be required of and from him/her pursuant to the express and implicit terms of this Agreement to the reasonable satisfaction of the employer. Such duties shall be rendered at the designated office and at such other place or places as the employer shall in good faith require or as the interest, needs, business, or opportunity of the employer shall require.

### **3. TERMINATION DUE TO DISCONTINUANCE OF BUSINESS:**

In spite of anything contained in this Agreement to the contrary, in the event that the employer shall discontinue operating its business, then this Agreement shall terminate as of the last day of the month in which the employer ceases operations at such location with the same force and effect as if such last day of the month were originally set as the termination date of this Agreement.

### **4. OTHER EMPLOYMENT:**

The employee shall devote all of his/her time, attention, knowledge, and skills solely to the business and interest of the employer, and the employer shall be entitled to all of the benefits, profits, or other issues arising from or incident to all work, services, and advice of the employee, and the employee shall not, during the term of this Agreement, be interested directly or indirectly in any manner as partner, officer, director, shareholder, advisor, employee, or in any other capacity in any other company.

### **5. Reimbursement of Expenses:**

The Employee may incur reasonable expenses for furthering the Company's business including expenses for entertainment, travel, and similar items. The Company shall reimburse the Employee for all business expenses after the Employee presents an itemized account of expenditures pursuant to Company policy.

### **6. RECOMMENDATIONS FOR IMPROVING OPERATIONS:**

The employee shall make available to the employer all information of which the employee shall have any knowledge and shall make all suggestions and recommendations that will be of mutual benefit to the employer and the employee.

### **7. EMPLOYEE'S INABILITY TO CONTRACT FOR EMPLOYER:**

In spite of anything contained in this Agreement to the contrary, the employee shall not have the right to make any contracts or commitments for or on behalf of the employer without first obtaining the express written consent of the employer.

### **8. Company's Trade Secrets:**

The employee understands that in the performance of his/her job duties with the Company, the employee will be exposed to the Company's trade secrets. "Trade secrets" means information or material that is commercially valuable to the Company and not generally known in the industry. This includes:

- Any and all versions of the Company's proprietary system (including source code and object code), hardware, firmware, and documentation;
- Technical information concerning the Company's products and services including product data and specifications, diagrams, flow charts, drawings, test results, know-how, processes, inventions, research projects, and product development;
- Information concerning the Company's business including cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and

- marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information, and advertising strategies;
- Information concerning the Company's employees including their salaries, strengths, weaknesses, and skills;
  - Information submitted by the Company's customers, suppliers, employees, consultants, or co-venturers with the Company for study, evaluation, or use; and
  - Any other information not generally known to the public which if misused or disclosed could reasonably be expected to adversely affect the Company's business.

**9. Nondisclosure of Trade Secrets:**

The employee will keep the Company's trade secrets, whether or not prepared or developed by him/her, in the strictest confidence. The employee will not use or disclose such secrets to others without the Company's written consent except when necessary to perform his/her job. However, the employee shall have no obligation to treat as confidential any information which:

- Was in his/her possession or known to him/her without an obligation to keep it confidential before such information was disclosed to the employee by the Company;
- Is or becomes public knowledge through a source other than the employee and through no fault of the employee; or
- Is or becomes lawfully available to the employee from a source other than the Company.

**10. Confidential Information of Others:**

The employee will not disclose to the Company or use, or induce the Company to use, any proprietary information or trade secrets of others. The employee represents and warrants that he/she has returned all property and confidential information belonging to all prior employers.

**11. Return of Materials:**

When the employee's employment with the Company ends, for whatever reason, the employee will promptly deliver to the Company all originals and copies of all documents, records, software programs, media, and other materials containing any trade secrets or confidential information. The employee will also return to the Company all equipment, files, software programs, and other personal property belonging to the Company.

**12. Confidentiality Obligation Survives Employment**

Employee understand that his / her obligation to maintain the confidentiality and security of the Company's trade secrets remains with Employee even after his / her employment with the Company ends and continues for so long as such material remains a trade secret.

**13. Computer Programs Are Works Made for Hire**

Employee understand that as part of his / her job duties Employee may be asked to create, or contribute to the creation of, computer programs, documentation and other copyrightable works. Employee agree that any and all computer programs, documentation and other copyrightable materials that Employee is asked to prepare or work on as part of his / her employment with the Company shall be "works made for hire" and that the Company shall own all the copyright rights in such works. If and to the extent any such material does not satisfy the legal requirements to constitute a work made for hire, employee hereby

assign all his / her copyright rights in the work to the company.

#### **14. Disclosure of Developments**

While Employee is employed by the Company, Employee will promptly inform the Company of the full details of all his / her inventions, discoveries, improvements, innovations and ideas (collectively called "Developments") – whether or not patentable, copyrightable or otherwise protectible – that Employee conceives, completes or reduces to practice (whether jointly or with others) and which:

- Relate to the Company's present or prospective business, or actual or demonstrably anticipated research and development; or
- Result from any work Employee do using any equipment, facilities, materials, trade secrets or personnel of the Company; or
- Result from or are suggested by any work that Employee may do for the Company.

#### **15. Assignment of Developments**

Employee hereby assigns to the Company or the Company's designer, his / her entire right, title and interest in all of the following, that Employee conceives or makes (whether alone or with others) while employed by the Company:

- All Developments;
- All copyrights, trade secrets, trademarks and mask work rights in Developments; and
- All patent applications filed and patents granted on any Developments, including those in foreign countries.

#### **16. Post-Employment Assignment**

Employee will disclose to the Company any and all computer programs, inventions, improvements or discoveries actually made, or copyright registration or patent applications filed, within 24 months after ~~his/her~~ employment with the Company ends. Employee hereby assigns to the Company his / her entire right, title and interest in such programs, inventions, improvements and discoveries, whether made individually or jointly, which relate to the subject matter of his / her employment with the Company during the 24 month period immediately preceding the termination of his / her employment.

#### **17. Non-Competition**

Employee agrees and covenants that because of the confidential and sensitive nature of the Confidential Information and because the use of, or even the appearance of the use of, the Confidential Information in certain circumstances may cause irreparable damage to Company and its reputation, or to clients of Company, Employee shall not, until the expiration of two years after the termination of the employment relationship between Company and Employee, engage, directly or indirectly, or through any corporations or associates in any business, enterprise or employment which is directly competitive with Company.

#### **18. Execution of Documents**

Both while employed by the Company and afterwards, Employee agrees to execute and aid in the preparation of any papers that the Company may consider necessary or helpful to obtain or maintain any patents, copyrights, trademarks or other proprietary rights at no charge to the Company, but at its expense.

If the Company is unable to secure his / her signature on any document necessary to obtain or maintain any patent, copyright, trademark or other proprietary rights, whether due to his / her mental or physical capacity or any other cause, Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as his / her agents and attorneys-in-fact to execute and file such documents and do all other lawfully permitted acts to further the prosecution, issuance and enforcement of patents, copyrights and other proprietary rights with the same force and effect as if executed by Employee.

## **19. Conflict of Interest**

During his / her employment by the Company, Employee will not engage in any business activity competitive with the Company's business activities. Nor will Employee engage in any other activities that conflict with the Company's best interests.

## **20. Post-Employment NON-COMPETITION Agreement**

Employee understand that during his / her employment by the Company Employee may become Employee familiar with confidential information of the Company. Therefore, it is possible that Employee could gravely harm the Company if Employee worked for a competitor. Accordingly, Employee agrees for **2 years** following the end of his / her employment with the Company not to compete, directly or indirectly, with the Company in any of its business if the duties of such competitive employment inherently require that Employee use or disclose any of the Company's confidential information. Competition includes the design, development, production, promotion or sale of products or services competitive with those of the Company. Employee agrees not to engage in, or contribute his / her knowledge to, any work that is competitive with or functionally similar to a product, process, apparatus or service on which Employee worked while at the Company. The following post-employment non-competition terms shall apply also:

**Diversion of Company Business:** For a period of **2 years** from the date his / her employment ends, Employee will not divert or attempt to divert from the Company any business the Company enjoyed or solicited from its customers prior to the termination of his / her employment.

## **21. Noninterference with Company Employees**

While employed by the Company, Employee will not:

- A.Induce, or attempt to induce, any Company employee to quit the Company's employ,
- B.Recruit or hire away any Company employee, or
- C.Hire or engage any Company employee or former employee whose employment with the Company ended less than one year before the date of such hiring or engagement.

## **22. Enforcement**

Employee agree that in the event of a breach or threatened breach of this Agreement, money damages would be an inadequate remedy and extremely difficult to measure. Employee agree, therefore, that the Company shall be entitled to an injunction to restrain Employee from such breach or threatened breach. Nothing in this Agreement shall be construed as preventing the Company from pursuing any remedy at law or in equity for any breach or threatened breach.

## **23. Successors**

The rights and obligations under this Agreement shall survive the termination of his / her service to the Company in any capacity and shall inure to the benefit and shall be binding upon: (1) his / her heirs and personal representatives, and (2) the successors and assigns of the Company.

## **24. Governing Law**

This Agreement shall be construed and enforced in accordance with the laws of the Central and State Govt. and amendments from time to time. Any other country laws are not applicable. You will be governed by all applicable Social security laws- Provident Fund , ESI and Gratuity Act. And payment will be done as per Act.

## **25. SEXUAL HARASSMENT POLICY**

The GetMy Solutions Pvt. Ltd., is an equal employment opportunity company and is committed to creating a healthy working environment that enables employees to work without fear of prejudice, gender bias and sexual harassment. The Company also believes that all employees of the Company, have the right to be treated with dignity. Sexual harassment at the work place or other than work place if involving employees is a grave offence and is, therefore, punishable. Please refer to our Policy document for more details.

## **26. Severability**

If any provision of this Agreement is determined to be invalid or unenforceable, the remainder shall be unaffected and shall be enforceable against both the Company and Employee.

## **27. Entire Agreement**

This Agreement supersedes and replaces all former agreements or understandings, oral or written, between the Company and Employee, except for prior confidentiality agreements Employee has signed relating to information not covered by this Agreement.

## **28. Modification**

This Agreement may not be modified except by a writing signed both by the Company and Employee except for the Other Rules & Organization section, where the Company may introduce corrections or additions if any.

## **29. RESPONSIBILITY**

Employee is completely responsible for the Material provided to him / her by Company. No personal storage material e.g. USB Data drive are allowed to be used inside office. It is Employee responsibility to take care of the Devices and Materials available inside and provided by the Company. Any important document like ID Card / Letter lost by the employee, need to be informed to HR immediately for safety purpose.

Keep the office environment safe is Employee responsibility. Employee shall take due care to not cause harm to people or property knowingly or unknowingly.

Company is not responsible and liable for any kind of damages or legal actions for any problems issues, legal or non legal, where employee is directly or indirectly involved, and is not linked to Company or not happened inside Company premises.

Company holds right to take necessary legal or monitory action against employee if any intentional non-responsible or unethical behavior is observed against Company or any individual.

### **30. Assignment**

This Agreement may be assigned by the Company. Employee may not assign or delegate his / her duties under this Agreement without the Company's prior written approval.

### **31. APPLICABILITY**

All above rules and regulations can be changed as per government rules and regulations and company policies time to time.

#### Acknowledgment

Employee has carefully read and considered all provisions of this Agreement and agrees that all of the restrictions set forth are fair and reasonably required to protect the Company's interests. Employee acknowledges that he / she has received a copy of this Agreement as signed by him / her.

Yours faithfully,

**FOR GETMY SOLUTIONS PVT. LTD.**

EMPLOYEE

COMPANY

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Authorized Signature

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Authorized Signature

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Print Name and Title

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Print Name and Title

## Annexure A

**Name** : Mr. Rahul Jangir

**Post** : Design Engineer

**Joining Date** : 12th Aug, 2023

All Figures in Indian Rupees

Earnings	Yearly	Monthly
Basic	₹1,80,000.00	₹15,000.00
HRA 30%	₹54,000.00	₹4,500.00
Fixed Allow.	₹66,000.00	₹5,500.00
<b>Total CTC</b>	<b>₹3,00,000.00</b>	<b>₹25,000.00</b>

Deductions	Yearly	Monthly
PF Employee contribution	₹21,600.00	₹1,800.00
PF Employer contribution	₹21,600.00	₹1,800.00
PT	₹2,500.00	₹200.00 (₹300 in Feb)
Insurance	₹3,000.00	₹250.00
Gratuity	₹8,658.00	₹721.50
<b>Total Deductions</b>	<b>₹57,358.00</b>	<b>₹4,771.50</b>
<b>Net In Hand</b>	<b>₹2,42,642.00</b>	<b>₹20,228.50</b>

