

# Tesla Digital LLP

Office no. 3 - Shrey Apartment, Jayram Shiledar Path, Opp. Paranjpe Scheme, Erandwane,  
Pune, Maharashtra 411004

Date: July 15<sup>th</sup> 2020

Mahesh M. Thorat,

Dear Mahesh,

I am delighted & excited to welcome you to **Tesla Digital LLP** as a **PHP Developer Consultant**. At **Tesla Digital**, we believe that our team is our biggest strength and we take pride in hiring ONLY the best and the brightest. We are confident that you would play a significant role in the overall success of the venture and wish you the most enjoyable, learning packed and truly meaningful work experience with **Tesla Digital**.

Your appointment will be governed by the terms and conditions presented in the **Annexure A**.

We look forward to you joining us. Also, please sign this offer electronically as your acceptance and forward the same to us.

Congratulations!

Pratik Irkal

Chief Operations Officer,

Tesla Digital

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## Annexure A

THIS AGREEMENT (the "Agreement"), is entered into on this date 15th July 2020 by and between: (the consultant) **Mr. Mahesh M Throat** and **Tesla Digital LLP** (the "Company").

WHEREAS, the Consultant, as a member of the company, is permitted to perform limited consulting services for companies, subject to the terms of the Consultant's employment relationship with Tesla Digital LLP and the applicable policies and procedures of the company.

WHEREAS, the Company desires that the Consultant provide advice and assistance to the Company in his or her area of expertise.

WHEREAS, the Consultant desires to provide such advice and assistance to the Company under the terms and conditions of this Agreement;

NOW, THEREFORE, the Company and the Consultant hereby agree as follows:

### Consulting Services

- (a) Subject to the terms and conditions of this Agreement, the Company hereby retains Consultant as a consultant and technical advisor to perform the consulting services specifically set out in Exhibit A attached to this Agreement and made a part hereof (hereafter referred to as the "Services"), as said Exhibit may be amended in writing from time to time, and Consultant agrees, subject to the terms and conditions of this Agreement, render such Services during the term of this Agreement. Such services shall be limited to the area of expertise described in Exhibit A (the "Field"), as amended in writing from time to time. Consultant shall render services hereunder at such times and places as shall be mutually agreed by Company and the Consultant.
- (b) It is understood that the purpose of the Consulting is to provide periodic review and advice relevant to certain Company matters, and that neither Consultant nor Company will benefit if the Consultant provides inaccurate advice or commentary based on insufficient information. To that end, Company shall provide Consultant, in advance of meetings, with accurate, unbiased and sufficient information for him to review the subject matter thereof, and shall promptly provide further information that Consultant reasonably deems relevant to forming any pertinent conclusions relevant to the matter for discussion. It is expressly understood that Consultant has no fiduciary obligation to Company, but instead a contractual one described by the terms of this Agreement; that Consultant's role is to provide independent advice uninfluenced by commercial concerns; and that service as a Consultant does not require him to be an advocate for Company or its products in any forum, public or private. Company expressly agrees that under no circumstances will this role be compromised or inaccurately represented.

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## **Compensation and Payment**

The Company shall provide payment to the Consultant at the amount of INR 35000 per month and additional incentives based on performance paid on 10th of every month.

In consideration of the services to be provided by Consultant to the Company hereunder, the Company shall pay to Consultant INR 35000 per month. In addition, the Company shall reimburse Consultant for reasonable travel and other expenses Consultant incurs in connection with performing the Services. To obtain reimbursement, the Consultant shall submit to the President of the Company, or his or her designee, an invoice describing services rendered and expenses incurred under this Agreement. Company shall provide any documentation requirements and any travel policy restrictions to the consultant in writing in advance, or be foreclosed from relying on such requirements and restrictions to deny reimbursement. The Company shall pay the Consultant invoiced amounts within thirty (30) days after the date of invoice.

## **Independent contractor status.**

The parties agree that this Agreement creates an independent contractor relationship, not an employment relationship. The Consultant acknowledges and agrees that the Company will not provide the Consultant with any employee benefits, including without limitation any employee stock purchase plan, social security, unemployment, medical, or pension payments, and that income tax withholding is Consultant's responsibility. In addition, the parties acknowledge that neither party has, or shall be deemed to have, the authority to bind the other party.

## **Termination**

In the event that the company desires to terminate the services of the consultant hereunder, the company shall submit a letter to the consultant in advance prior to the desired date of termination. Termination of the desired consultant can also be done if his performance is not up to the mark of the company in that case there shall be certain deduction and the remaining will be paid to the consultant.

## **Notice Period**

Under normal circumstances either the company or you may terminate this association by providing a notice period of 15 days without assigning any reason. However, the company may terminate this agreement forthwith under situations of in-disciplinary behaviors.

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## **Intellectual Property**

The Parties acknowledge that the company shall hold all rights proprietary in any work product resulting from the Consulting Services including, but not limited to, copyright and patents. The Consultant agrees not to claim any such ownership in any intangible property created insofar as to the services he provided for the company at any time prior to or after the completion and delivery of work to the said company.

## **Confidentiality**

The Consultant agrees to refrain from disclosing to any third party any details regarding the company's business, including any information regarding any of the company's customers and businesses.

The terms and conditions contained in this Contract shall constitute Confidential Information, and the recipient of the Confidential Information undertakes and agrees to keep confidential the Confidential Information by applying the same care that it would employ with respect to its own Confidential Information. The Consultant shall not disclose, transmit, or convey, wholly or partially, the confidential information to any third party without the written consent of the other party.

The foregoing notwithstanding, in the event that the recipient of the confidential information is legally compelled or required by any governmental body, court, or competent authority to disclose any such confidential information if shall promptly notify the other party so that the latter may be able to seek a protective order or avail itself of other appropriate remedies and/or waive compliance with the provisions hereof. The provisions of this section shall survive the termination of this Contract for whatever reason.

## **No compete**

The Consultant shall not engage, directly or indirectly, in any capacity, to be in any competition with the company or any of its subsidiaries, including any company engaged in the business which is in competition with the company's business during and upon the termination of this Agreement one (1) year thereafter.

## **No solicitation**

Solicitation to any business from the Company's clients, prospects, employees, or contractors shall not be allowed and shall prevent the Consultant from doing so within five (5) years after termination of this Agreement.

The Consultant shall not, directly or indirectly, do any acts or attempt to perform any acts of recruitment, solicitation, or inducement to any of the Company's employees, or contractors to work to another company.

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## **Indemnification**

The Consultant shall be indemnified and protected by the company from and against any lawsuit and costs of any kind in relation to the company's business due to any action or inaction by the company based on the Consulting Services provided herein this Agreement.

## **Agreement Modification**

No modifications or alteration on this Contract shall be considered as having been made unless done with consent by the Parties and fully executed in writing and duly signed by the Parties here to.

Place: Pune

Date: 15 July 2020

Mahesh M. Thorat,