



Miss Pragya Jaiswal

Date:- 26th April 2020

Subject: Offer letter for the position of Chapter Lead

Thank you for the keen interest you have shown in our organization. Yippee, We are happy to offer you the position of chapter leader of **Siliguri, West Bengal.**

Position: **Chapter Lead**

Duration: **-1 year**

We look forward to working with you as we try to explore and solve complex problems, to make life just a wee bit easier. We have pleasure in appointing you to follow terms and conditions.

During your working period you will be given various recognitions, letter of recommendation and certificate of chapter Lead. As a Chapter Leader, you will not be eligible for any overtime pay.

This position is a full-time position as Chapter Leader. **At-Will Chapter Leadership:** Your employment with the Company is "**at will**," and thus you or the Company may terminate our employment relationship at any time, with or without cause with an advance notice of one month before. The Company reserves the right, in its sole discretion, to change your compensation and/or benefits as a Chapter Leader for the period of one year from now.

You roles and responsibilities are mentioned in the attached document with this letter

General term and conditions

1. Regular Communication: The employee is required to keep regular communication to the company and his team leader through:-

- Whatsapp
- Slack/Discord
- Phone Call
- Email

2. Company's Trade Secrets In the performance of employee`s assigned job duties with Company, he/she will be exposed to Company's Confidential Information. "Confidential Information" means information or material that is commercially valuable to Company and not generally known or readily ascertainable in the industry. This includes, but is not limited to:

- Technical information concerning Company's products and services, including product know-how, formulas, designs, devices, diagrams, software code, test results, processes, inventions, research projects and product development, technical memoranda and correspondence;
- Information concerning Company's business, including cost information, profits, sales information accounting, and unpublished financial information, business plans, markets and marketing methods, partners, customer lists and customer information, purchasing techniques and advertising strategies.
- Information concerning Company's employees, consultants, including salaries, strengths, weaknesses and skills.
- Information submitted by Company's customers, suppliers, employees, employer, consultants or co-venture partners with Company for study, evaluation or use.
- 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.

3. Non Disclosure of Trade Secrets

The employee shall keep Company's Confidential Information, whether or not prepared or developed by employee, in the strictest confidence. The employee will not disclose

such information to anyone outside Company without Company's prior written consent. Nor will employees make use of any Confidential Information for employee's own purposes or the benefit of anyone other than Company. However, employee shall have no obligation to treat as confidential any information which:

- (a) Was in employee's possession, without an obligation to keep it confidential, before such information was disclosed to employee by Company;
- (b) Is or becomes public knowledge through a source other than employee and through no fault of employee; or
- (c) Is or becomes lawfully available to employees from a source other than Company.

4. Confidential Information of Others Employee or self will not disclose to Company, use in Company's business, or cause Company to use any trade secret of others.

5. Return of Materials

When a Trainee's engagement with Company ends, for whatever reason, the employee will promptly deliver to Company all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. The employee will also return to Company all equipment, files, software programs and other personal or intellectual property belonging to Company.

6. Confidentiality Obligation Survives Employment Employee's obligation to maintain the confidentiality and security of Confidential Information remains even after employee's engagement with Company ends and continues for so long as such Confidential Information remains a trade secret.

7-Non-Compete

During the Term, Employee shall provide the Company with prior written notice if employee intends to provide any services, as an employee, Consultant or otherwise, to any person, company or entity that competes directly or indirectly with the Company, which written notice shall include the name of the competitor. Employee shall provide the Company with written notice any time that employee provides any services, as an employee, or otherwise, to any person, company or entity that competes directly or indirectly with the Company. The employee will not engage him/herself in any such trade/business/ delegated work related to the company's business. If found doing so, he/she will be deemed as conspiring against the company and its ethics. Therefore he/she will be liable for legal consequences under Indian Penal Code and other such Indian acts i.e. I.T. Act, etc.

8. General Provisions

- (a) Relationships: Employees are engaged by the Company on a temporary basis and can't be considered a partner or joint venture without the written consent of all the existing shareholders or partners.
- (b) Severability: If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as to best affect the intent of Company and Employee.
- (c) Integration: This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both Company and Employee.
- (d) Waiver: The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
- (e) Injunctive Relief: Any misappropriation of any of the Confidential Information in violation of this Agreement may cause Company irreparable harm, the amount of which may be difficult to ascertain and therefore employee agrees that Company shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Company deems appropriate. This right is to be in addition to the remedies otherwise available to Company.
- (f) Indemnity: Employee agrees to indemnify Company against any and all losses, damages, claims or expenses incurred or suffered by Company as a result of Student employee's breach of this Agreement.
- (g) Attorney Fees and Expenses: In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.
- (h) Governing Law. This Agreement shall be governed in accordance with the laws of the Government of India.
- (i) Jurisdiction. Employee consents to the exclusive jurisdiction and venue of the federal and

state courts located in Mumbai in any action arising out of or relating to this Agreement. Employee waives any other venue to which employee might be entitled by domicile or otherwise.

(j) Successors & Assigns. This Agreement shall bind each party's heirs, successors and assigns. The company may assign this Agreement to any party at any time. The employee shall not assign any of his or her rights or obligations under this Agreement without Company's prior written consent.

Any assignment or transfer in violation of this section shall be void.

9. **"Confidential Information"** shall mean and include all non-public information, written or oral, disclosed, directly or indirectly, through any means of communication or observation (including oral, graphics, written or electronic form) by the Disclosing Party or any of its affiliates or representatives to or for the benefit of the Receiving Party from the Effective Date, irrespective of whether such information: (a) has been specifically marked as "confidential" at the time of disclosure; (b) is treated as proprietary information by the Disclosing Party; or (c) is owned or developed by the Disclosing Party.

10. Confidential Information shall include any financial, business, proprietary or technical information of the Disclosing Party.

11. All such Confidential Information shared under this Agreement shall be used by the Parties exclusively for any particular purpose and neither Party shall disclose or otherwise use the Confidential Information for any other purpose or in any other manner without the prior written approval from the Disclosing Party.

12. The Confidential Information shared under this Agreement may be disclosed by the Receiving Party to other employees on a need to know basis, with written consent from the Disclosing Party, in connection with the Purpose, and who shall protect the Confidential Information in accordance with the terms of this Agreement.

13. The Receiving Party shall protect the Confidential Information in the same manner as it would protect its own confidential information.

14. The confidentiality obligations under this Agreement shall not apply to Confidential Information which: a. was in the public domain or generally available to the public prior

to receipt thereof by Receiving Party from the Disclosing Party, or which subsequently becomes part of the public domain or generally available to the public other than as a result of a breach of this Agreement by Receiving Party; b. was in the possession of Receiving Party prior to receipt from the Disclosing Party; c. is later lawfully received by Receiving Party from a third party without any confidentiality restrictions applicable; d. is independently created or developed by the Receiving Party without use or reference of the Confidential Information of the Disclosing Party; or, e. is required to be disclosed by operation of applicable law.

15. Notwithstanding anything to the contrary contained in this Agreement, Confidential Information may be disclosed as required by applicable law, regulations or governmental procedure, provided the Receiving Party notifies the Disclosing Party prior to such disclosure, unless prohibited by law, so as to afford the Disclosing Party reasonable opportunity to object or seek an appropriate protective order with respect to such disclosure.

16. The Receiving Party agrees not to issue or release for publication any articles or advertising or publicity matter relating to this Agreement which mentions or imply the name of the Disclosing Party any of its affiliates, or subject matter hereof, unless prior written consent is granted by the Disclosing Party subject only to Clause 7. The Receiving Party shall make such amendments to any such press release or public statement as are reasonably requested by the Disclosing Party.

17. No transfer of the intellectual property right either by way of assignment or license is either granted or implied by the disclosure of Confidential Information to the Receiving Party. The fact that Confidential Information is disclosed to the Receiving Party shall not be deemed to constitute any representation, warranty or inducement by the Disclosing Party of any kind (including of its accuracy or correctness) with respect to the Confidential Information, including without limitation, which such use will not infringe on intellectual property rights of any third party.

18. The Receiving Party shall, upon the request of the Disclosing Party or upon the termination of this Agreement, return to the Disclosing Party all Confidential Information, including drawings, documents, reports and other tangible manifestations of Confidential Information received by the Receiving Party pursuant to this Agreement, together with all copies and reproductions thereof.

19. This Agreement shall be effective as from the Effective Date as per the agreement between the parties. The agreement shall finish as per the offered stipulated period for the job. The accepting party can terminate the offer with intimidating the offeree about

the same. He shall also submit and give away all the service materials, information regarding the company, materials as provided by the company in any form, etc. before terminating his services.

20. This Agreement shall be governed and construed in accordance with the laws of India. The competent courts at Delhi India shall have the sole and exclusive jurisdiction over any dispute that arises in relation to this Agreement.

21. The Partner represents and covenants that its performance of this Agreement does not and will not breach any agreement it has entered into or will enter into with any third party. The Partner agrees not to enter into any written or oral agreement that conflicts with the provisions of this Agreement.

22. The individuals executing this Agreement represent and warrant that they are empowered and duly authorized execute this Agreement on behalf of the parties they represent. Each Party represents and warrants to the other Party that it is authorized to execute this Agreement and is competent to discharge the obligations under this Agreement.

23. Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the parties. Neither Party has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party.

24. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

25. This Agreement contains the full and complete understanding of the parties with respect to the subject matter hereof, and supersedes all prior representations and understandings, whether oral or written. This Agreement may be amended only in writing by mutual agreement of the Parties.

26. Any dispute resolution shall have judicature only at Maharashtra courts.

27. The company can at any time, and at our sole discretion, modify the nature of this internship, with or without notice to the intern. Any such modification will be effective

immediately. Your continuation in the internship following any such modification constitutes your acceptance of these modified Terms.

We look forward to having you at GirlScript!!

Jatin Premjani

Candidate Signature

Community Manager GirlScript Foundation

Sign:

Date: 10th April 2020

Name:

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Email:-community@girlscript.tech Phone-+91-9175270232