



22-07-2022

Appointment Letter

Dear Mr. DHAVAL AJAY TRIVEDI,

With reference to your application and subsequent interview you had with us, we are pleased to offer you the position of Business Executive in our Organization in Lead Management department. You shall be governed by the following terms and conditions during the term of your employment with SmartShift Logistics Solutions Pvt Ltd. (hereafter referred to as the "Company") and such terms and conditions may be amended from time to time.

1) Your date of appointment will be 17-03-2022. You are required to report at our office SmartShift Logistics Solutions Private Limited. No. A - 501, A - 502, B - 504, B - 505 and B - 506, Fifth Floor at Universal Business Park, Chandivali Farm Road, Off. Saki Vihar Road, Andheri (East), Mumbai - 400 072, Maharashtra. at 10.30 AM. This is to inform you that your appointment will be null and void in case you fail to report at the time and place specified in this letter. The issuance of this appointment letter is subject to satisfactory background verification which has been initiated at the offer stage. This letter shall stand cancelled in case of any unacceptable findings during the background verification process.

2) Your initial place of posting shall be at Mumbai. However, your services are liable to be transferred as per the business requirement from time to time. On such transfers, you will be governed by the terms and conditions as per the company policy.

3) **Salary**

Your remuneration as decided would be Rs.216032/- (Two Lakh Sixteen Thousand and Thirty Two only) per annum with statutory deductions, as applicable and inclusive of all the statutory payments, as applicable under the Payment of Bonus Act, 1965. Your compensation is highly confidential and if the need arises, you may discuss it only with your local HR. (Detailed break up in Annexure I).

4) **Probation**

- i) You will be on probation for a period of three months from the date of your appointment. When performance warrants it and at the discretion of management, your probation period may be extended. During the probation period you will not be eligible for any paid leaves.
- ii) Your services during the period of probation (original and/or extended, as the case may be) can be terminated without notice or assigning any reason.
- iii) Upon satisfactory job performance during the probation period of which the Company shall be the sole judge, your appointment will be confirmed in writing. However, till the confirmation letter is issued, it will be deemed that the probation period has been extended and you would continue to be on probation.



5) Conduct

1. You shall at all times, maintain exemplary conduct and decorum. You shall uphold honesty and integrity in all your activities. You shall honor and comply with all the rules, regulations & statutory requirements of the Company in force and as framed from time to time in letter and spirit. You shall refrain from publishing any information and/or content on any media, including without limitation on any social media platform, which may harm the reputation of the Company and/or the Founders.

2. NON-DISPARAGEMENT

(i) You shall perform your tasks with the due care, skill and diligence of a reasonable prudent employee (“RPE”) to the best of your ability and in accordance with the standards of an RPE. For the purposes of this Letter, an “RPE” means a person seeking in good faith to perform its contractual obligations and in so doing and in the general conduct of its undertaking, exercises that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person complying with all applicable laws and statutory obligations, engaged in same type of undertaking, under the same or similar circumstances and conditions and any reference to the standards of a RPE will be construed accordingly.

(ii) You agree to perform your tasks in a manner so as to advance the business interests and goodwill of the Company. Specifically, you agree not to, (a) form any union, trusts, association, society or any other type of entity; or (b) hold meetings, conference or any other form of gathering of 5 or more, to discuss this Letter and/or any of the terms of your employment with the Company.

(iii) You shall not directly or indirectly engage in any conduct averse to the best interests of Porter. You shall not disparage or make any negative comments (orally, in writing or on any media, including but not limited to, social media, audio video) about the Company or any of its officers, employees, directors or other representatives.

(iv) In the event you have any grievance against the Company or any of its officers, employees, directors or other representatives, you shall (a) first contact your reporting manager / HR for an amicable resolution or redressal of the grievance, and (b) not disparage or make any negative comments (orally, in writing or on any media, including but not limited to, social media, audio video) about the Company or any of its officers, employees, directors or other representatives.

(iv) Breach of this Clause (Non-Disparagement) shall entitle the Company to terminate your employment without any notice. Additionally, breach of Sub-clauses (ii and iii) of this Clause (Non-Disparagement) shall entitle the Company to take appropriate action, including but not limited to, instituting appropriate legal proceedings against the breaching the terms of your employment with the Company.



6) Duties During working hours

You shall use your best energies and capabilities to serve the Company faithfully. During your employment, you shall not directly or indirectly engage in any conduct adverse to the best interests of the company or carry on any other work for any third parties.

7) Work Hours and Days, Leaves and Vacations

- i) You may be required to work from Monday to Friday or Monday to Saturday as per company policy applicable to your area of function, for such hours as are necessary to suit the Company's requirements and for the proper discharge of the Employee's duties. In case of part time employment, you will be working in 5 hours shift at any suitable slot decided by the management. You will be required to work for such hours as necessary for discharge of your duty to the Company.
- ii) You may be required to work extra-days from time to time for which you would be compensated on a pro rata basis. Failure to do your job diligently may attract penalties and judging of your performance would be at the sole discretion of the manager.
- iii) You need to get prior approval for leave from your manager at least 12 hours before your shift commences in case you are sick and 1 day for other personal leaves. All leave approvals are at the discretion of your manager.
- iv) You shall not take any leaves while serving your probation period. However, in case of emergencies, such leaves shall be considered leave without pay. You will be entitled for 1.75 paid leave per month, after successful completion of your probation period.
- v) Leave without informing or prior approval of your manager will lead disciplinary action against you.

8) Bonds

During the course of your employment and if the nature of your business so requires, the Company may send you for specialized training within India or overseas in order to enable you to perform more effectively. In such an event you will be required to execute a training bond with the Company.

9) Separation from the Company

- i) In case you intend to resign from the services of the Company at any point of time, you are required to serve 15 days' notice while on probation period and 1 months' notice after your probation period or payment in lieu thereof, notice period starting from the date of resignation.
- ii) The early release during the notice period will be permitted only at the sole discretion of the management. The Company may, at its sole discretion, terminate your employment without



cause by giving you a 1 month notice or pay in lieu of the notice period starting from the date which Company informs you the decision on.

- iii) If your service is being terminated on the ground of misconduct or misdemeanor or as a consequence of any other disciplinary action(s), the Company may release you on an immediate basis without paying for the notice period.
 - iv) In the event of termination as set out herein, i.e. by way of resignation or termination by the Company, you shall be required to hand over all materials and information in your possession to the Company, including without limitation any confidential information or materials, within a period of 2 calendar days from the date of termination or resignation.
 - v) In the event of resignation within a period of 45 days of joining, you will be liable to pay compensation to the Company for all additional expenses that the Company has incurred till your last working date.
- 10)** If at any time, in case of any inconsistencies found on your part, it is found that any declaration made or information given by you either in the documents relating to your application or subsequently is false or misleading or concealed (whether in part or whole) your services will be liable for immediate termination without any notice and/or compensation. You hereby agree and authorize the Company to conduct background verification and reference checks to authenticate the information submitted by you.

11) Privacy Agreements

- i) You are required at all times to maintain the highest order of discipline and confidentiality as regards the work of the Company and/or its subsidiaries or associate companies. In case of any breach of discipline/trust, your services may be terminated by the company with immediate effect.
- ii) You are also required to sign the Confidentiality Agreement upon your joining.
- iii) Any intellectual property including without limitations any inventions, improvements, discoveries made by you either individually or with other persons in the course of your employment with the Company, will become the sole property of the Company. You will ensure that relevant intellectual property protections are obtained for such inventions/improvements and discoveries in India or elsewhere in the name of the Company, or, at the sole discretion of the Company in your name.
- iv) All inventions, improvements, discoveries made by you either individually or with other persons, will become the sole property of the company. You will ensure that patent protections are obtained for such inventions/improvements and discoveries in India or elsewhere and assign the same to the company.



12) Retirement Age

You will retire from the services of the Company on attaining the age of 58 years as per the policy of the Company. The Company may, at its sole discretion, increase the age of retirement applicable to you under the terms of this letter.

13) Non-compete Clause

During the tenure of your engagement with us and for a period of 02 years following termination of employment (“Term”), you shall not own, manage, operate, consult or be employed in a business substantially similar to or competitive with, the present business of the Company or such other business activity in which the Company may substantially engage during the term of employment. Further, you shall not, during the Term, solicit any employees, associates and/or affiliates of the Company, or disclose any information, techniques, know-how, intellectual property and/or any confidential information disclosed during the Term, with respect to the Company and its processes.

14) Non-Solicitation of Customers

You agree that during the term of your employment and for a further period of 12 (twelve) calendar months after separation from the Company, for whatever reasons, you shall not directly or indirectly, irrespective of whether the relationship between the Company and a customer was originally established in whole or in part through your efforts; (i) solicit any Restricted Business from any customer; (ii) persuade any existing or prospective customer to cease doing Restricted Business with the Company; (iii) reduce the amount of Restricted Business which any customer has customarily done or might propose doing with the Company. For the purpose of this letter, “**Restricted Business**” shall mean any business directly or indirectly competing with the business of the Company or any entity engaged in services similar to the Company.

15) Non – Solicitation and Non Hire of Company Employees

You agree that during the term of your employment and a further period of 12 (twelve) calendar months after separation from the Company, for whatever reasons, you shall not either directly or indirectly solicit or entice away or endeavor to solicit or entice away or assist any other person to solicit or hire or entice away from the Company, any Company employee.

16) Jurisdiction

All disputes arising out of this letter will be subject to the jurisdiction of the courts in Bangalore. And that the courts, tribunals and/or authorities at Bangalore only shall have jurisdiction to entertain, try and decide such disputes or differences arising out of or pertaining to this contract of employment.



SmartShift Logistics Solutions Private Limited

Corporate Office: 2nd Floor, "Sona Tower", Bearing no, 2, 26-27, 3 Krishna Nagar, Industrial Area,
Hosur Main Road, Bengaluru-560029 Karnataka

Whilst welcoming you to the PORTER Group, we wish you good luck and a very bright career with us. Please sign the duplicate copy of this letter as a token of your having accepted your appointment on the terms and conditions as mentioned in this appointment letter.

Thanking you,

Yours truly

For **SmartShift Logistics Solutions Pvt Ltd**

Rizwan Khan

Vice President- Human Resources

I accept the offer and agree to the terms and conditions of the same.

Signature :

Date:

Name & Address :

Registered Office: No. A - 501, A - 502, B - 504, B - 505 and B - 506, Fifth Floor at Universal Business Park, Chandivali Farm Road, Off. Saki Vihar Road, Andheri (East), Mumbai - 400 072, Maharashtra
CIN: U74999MH2014PTC306120

Branch Offices Also at: Chennai | Hyderabad | Ahmedabad | Pune | Delhi | Surat | Kolkata | Jaipur | Lucknow



Annexure I: Breakup of Annual CTC

Name	DHAVAL AJAY TRIVEDI	
Designation	Business Executive	
Location	Mumbai	
Headings	Monthly	Annual
Basic	12900	154800
HRA	1837	22046
Mobile Reimbursement	0	0
Children Education Allowance	0	0
Education & Training allowance	0	0
Children Hostel Allowance	0	0
Books & Periodicals	0	0
Petrol Reimbursement	0	0
Advance Statutory Bonus	1075	12895
Special Allowance	0	0
Gross Salary	15812	189741
Employee PF	1548	18576
Employee ESIC	119	1423
Professional Tax	200	2400
Total Deduction	1867	22399
Net Take Home(Income tax applicable if any)	13945	167342
Company PF	1677	20124
Company ESIC	514	6167
Total CTC	18003	216032