



GRADUATE ENGINEER TRAINEE AGREEMENT

BY AND BETWEEN

Tejas Sanjay Thorat

And

Solairedirect India LLP

Dated: as of 3 June 2024

Solairedirect India LLP

LLPIN: AAH-7900

Registered office:

ENGIE, Unit No. 3, 4 & 5, Sixth Floor, Fountainhead Tower-2,

Viman Nagar, Pune 411014, Maharashtra, India.

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Email: solar-india1@engie.com



THIS TRAINEE AGREEMENT (referred to as the “**Agreement**”) is made and executed on this **3 June 2024** by and

BETWEEN

SOLAIREDIRECT INDIA LLP, a limited liability partnership incorporated pursuant to the Limited Liability Partnership Act, 2008, and having its registered office at Unit No. 3, 4 & 5, Fountainhead Tower-2, Viman Nagar, Pune 411014, Maharashtra, India. (hereinafter known as the “**Employer**” or “**Company**” which expression shall, unless repugnant to the context or meaning thereof, means and includes his, executors, administrators, successors and permitted assigns) of the ONE PART;

AND

Tejas Sanjay Thorat, a citizen of India, aged 21 years, son of Mr. Sanjay, residing at 300 Shukrawar Peth, Shinde galli, Karad -415110 (hereinafter referred to as the “**Trainee/GET**”), which expression shall, unless it be repugnant to the context or meaning, be deemed to mean and include his heirs and legal successors) of the OTHER PART.

*As the context may require, the Company and the Trainee/GET are hereinafter referred to collectively as “**Parties**” and individually as “**Party**”.*

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Appointment of Trainee

- 1.1 The Company is pleased to appoint you as Graduate Engineer Trainee (GET) for the period of 11 months from your date of joining.
- 1.2 The training will be for a specific period from **6 June 2024 to 6 May 2025**
- 1.3 The appointee by accepting this agreement agrees and acknowledges that the Company may perform a **background verification check** on him as per the Company's policy. The verification process will include but shall not be limited to, checking employees educational qualifications, previous employment records, and any criminal history.
- 1.4 The Company, in its sole discretion, may terminate this Contract immediately and without any prior notice, if:
 - (i) any information or document provided by the appointee is found to be false or misleading, or
 - (i) the appointee fails to provide the necessary documents or fails to disclose material information to the Company or the appointed external agency within the stipulated time; or
 - (ii) the appointee’s Background verification report is unsatisfactory and/or incomplete, as may be determined in the Company’s sole discretion and judgement.

The appointee hereby consents to the background verification check and has no objection to provide all the necessary documents and information for the same, as may be required by the Company or the appointed external agency

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2. Term and Mobility



- 2.1 This Agreement shall be for a 11 months period as from the Commencement Date on which the Trainee reports for duty with the Company.
- 2.2 The Trainee shall faithfully carry out the Trainee's duties to the best of the Trainee's abilities and shall serve and use best efforts to promote the interest and welfare of the Company and its affiliates and subsidiaries and shall devote the Trainee's entire business time, efforts and abilities to the performance of the Trainee's duties hereunder, both during normal business hours of the Company and during such additional hours as shall be reasonably necessary for the proper performance of such duties. The Trainee shall not, without the express prior written consent of the Company, be, other than by way of passive investment only, directly or indirectly concerned or interested in any other trade, business or occupation during the period of Engagement with the Company.
- 2.3 Notwithstanding the principal location of the traineeship, the Trainee agrees that (i) his assignment may involve frequent travel to other countries/cities than the Territory as may from time to time be reasonably required in the performance of the Trainee's duties under the Agreement; and (ii) the location of performance of services is not an essential element of the Agreement and the Trainee agrees to relocate to other locations if the Company's operational requirements require him to relocate.

3. Remuneration

- 3.1 During this period, the Trainee will receive Fixed CTC of INR **550000** /- per annum. Detailed CTC break up is attached with this Agreement as Annexure I. The CTC breakup is not contractual and is subject to change at the discretion of the Company.

4. Exclusivity of Traineeship Period:

During the term of this agreement, the Trainee will not, under any circumstances, be permitted to work for any other company, firm or persons either part time or full time, nor be associated as Advisor or Director or Partner whether paid or not for such services, without prior written approval from the Company.

5. Confidentiality:

- 5.1 The Trainee hereby acknowledges that, during the term of this agreement, the Trainee will acquire knowledge with respect to certain information concerning the Company or its affiliates or the respective business or activities thereof, including, but not limited to, business methods and practices, financial information (including, but not limited to, information concerning pricing of products or services, business and business operations and methods) and/or technical information (including, but not limited to, design specifications, instructions and know-how) (collectively, the "**Information**"). Any and all Information shall be deemed proprietary to the Company and its affiliates and confidential, and the Trainee shall not at any time directly or indirectly:
 - 5.1.1 Use any of the Information for the Trainee's benefit or for the benefit of any individual, company corporation, partnership, joint venture, firm, trust, association, state or governmental agency or department or other entity (each a "**Person**"); or
 - 5.1.2 Disclose any of the Information to any Person except in the course of Traineeship with the Company to the extent necessary to carry out the Trainee's duties under the Agreement.
- 5.2 Any Confidential Information as shall be made or received by the Trainee during the continuance of this Agreement shall be the property of the Company and all such property and copies thereof



shall be surrendered by the Trainee to the Company at the termination or expiry of this Agreement or at the request of the Company at any time during the course of this agreement

- 5.3 The Trainee shall, both during and up to two years following termination or expiry of this Agreement keep the Confidential Information secret and confidential and shall not, without the prior written consent of the Company, disclose or reveal directly or indirectly the Confidential Information or any part thereof to any person other than those of the officers and employees of the Company to whom it is necessary to reveal the Confidential Information for the purposes of the Company's business.
- 5.4 Upon termination of the Trainee's term with the Company for any reason, the Trainee shall immediately deliver to the Company all records, notes, data, memoranda or any other materials of any nature that are in the possession, or under the control, of the Trainee that are the property of the Company or its affiliates or subsidiaries or that relate to the business or activities of the Company or its affiliates or subsidiaries.
- 5.5 The Trainee must, if requested by the Company, delete all the Confidential Information from any re-usable material and destroy all other documents and tangible items which contain or refer to any Confidential Information and which are in his possession or under his control.
- 5.6 Breach of security and confidentiality requirements are treated very seriously by the Company and any breach is likely to be treated as gross misconduct and may result in termination of this Agreement.

6. Inventions and Copyright

- 6.1 Subject to applicable law, the Trainee shall assign to the Company his interest in improvements, inventions, processes, systems and designs which the Trainee and others may make during the continuance of this Agreement pertaining to the operations or business.
- 6.2 The Trainee shall promptly disclose to the Company all copyright works or designs originated, conceived, written or made by him alone or with others (except only those works originated, conceived, written or made by him outside the normal working hours which are wholly unconnected with his appointment) and the Trainee shall hold them in trust for the Company until such rights shall be fully and absolutely vested in the Company.
- 6.3 The Trainee hereby assign to the Company by way of future assignment all copyright, design right and other proprietary rights (if any) for the full terms thereof throughout the World in respect of all copyright works and designs originated, conceived, written or made by him (except only those works or designs originated, conceived, written or made by him outside the normal working hours which are wholly unconnected with his appointment) during the period of the Trainee appointment by the Company. The Trainee shall, at the request and expense of the Company, do all things necessary or desirable to substantiate the rights of the Company.

7. Use of Personal Data

- 7.1 The Company holds a variety of information on customers, employees and others.
- 7.2 The data held about the Trainee by the Company may include but is not limited to that recorded on: Email systems; security records; personnel records/systems.
- 7.3 This data is used in connection with the provisions of this Agreement including but not limited to:
- 7.3.1 The Company's management of and relationship with the Trainee, as an employee.
- 7.3.2 The provision of benefits through the Company's providers.

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- 7.4 It may thus entail disclosure or transfer of personal data relating to the Trainee or to third parties and to associated companies within the ENGIE Group and the transfer of such data to other countries.
- 7.5 The Company also likes to publish the details of this Agreement in an in-house directory to support ease of communication.
- 7.6 Please indicate any changes to personal details to HR whenever they occur to ensure you receive timely and appropriate communication, specifically your pay information.

8. Ethics and discipline

- 8.1 The Trainee is required to observe and abide by the ENGIE ethical principles incorporated into the ENGIE's Ethics Charter Package and the regulations, policies and procedures set by the Company.
- 8.2 The Trainee shall comply with the applicable laws and regulations connected with the Company's activities and shall act responsibly, with integrity and respect for others.
- 8.3 The Trainee hereby acknowledges that prior to the executing this Agreement, he has received a copy of the policy for the prevention of conflicts of interests and has familiarized herself with it.
- 8.4 The Trainee hereby acknowledges that failure to comply with these policies and procedures may result in disciplinary action including termination of this Agreement .

9. Health, Safety and Environment (HSE)

The Trainee shall ensure that he is committed to his own health and safety and that of others. The Trainee will be committed to protect the integrity of people and property; encourage quality of life at the workplace; improve health and safety by participating in training programs and training his team. The Trainee will be responsible for complying with the Company's QHSE Management System.

10. Payment of Salary

The Trainee salary will generally be paid before the last day of each calendar month through transfer to his bank account.

11. Medi-claim /Hospitalization

The Trainee will be provided a health insurance policy, as decided by the company.

12. Life Insurance

The Trainee will be provided with a life insurance plan.

13. Leave Entitlement

Except as otherwise required by the applicable law, the Trainee leave entitlement will be as stipulated by the Leave policy of the company which will be shared with the Trainees from time to time.

14. Public and National Holidays



The Trainee is entitled to holiday as per the holiday list shared by the company on a calendar year basis.

15. Provident Fund

The Trainee will contribute to his/her provident fund per the provisions of Employees Provident Fund and Miscellaneous Provisions Act, India from the date of his joining. The Company will deduct the Trainee's contribution from their Gross Salary.

16. Voluntary Flexible CTC Components

The Company offers several flexible benefits (If applicable to the relevant tax regime), and the Trainee can choose these based on their personal circumstances. Balance from the Special Allowance is apportioned to the selected Flexible CTC components

17. Taxes

The Trainee shall bear the Income Tax Liability imposed on his remuneration and personal income, and all other applicable taxes on his personal/other income. The Company will deduct every month an appropriate amount towards tax and deposit the same with the Government in accordance with the prevalent tax laws. Certificate for such tax deduction shall be issued after the end financial year.

18. Termination Notice

- 18.1 The Trainee may terminate his this Agreement at any time by giving to the Company **45 days'** notice in writing of such termination, or salary payment in lieu thereof.
- 18.2 The Company may terminate this Agreement at any time by giving the Trainee **45 days'** notice in writing of such termination, or salary payment in lieu thereof.
- 18.3 Company may, at its sole discretion, immediately upon the expiry of the term of this Agreement, opt to offer the Trainee to convert to a full time employee by execution of the employment agreement between the Trainee and the Company.
- 18.4 Nothing in this Agreement will prevent the Company from terminating the services of the Trainee without notice in exceptional circumstances. (See Disciplinary Policy available from the HR department of the Company.)
- 18.5 Notwithstanding anything herein, the employment may be terminated by the Company with immediate effect and without any notice or any payment in lieu of notice, if the Trainee:
 - 18.5.1 is guilty of serious or willful misconduct;
 - 18.5.2 is guilty of any neglect or default which shall have the direct or indirect effect of causing any damage or discredit to the Company or its business; and/or
 - 18.5.3 Commit a breach of any material term of this Agreement.

19. Disciplinary and Grievance Procedures

Details regarding the Company's grievance, disciplinary and capability procedures including are available from the Human Resources department of the Company.

20. Changes to this Agreement



- 20.1 The Company reserves the right to make reasonable changes to any of the terms and conditions of this Agreement and will notify the Trainee in writing of such changes at the earliest opportunity and, in any event, within one month after such changes have taken effect.
- 20.2 Such changes will be deemed to be accepted unless the Trainee notifies the Company of any objection in writing before the expiry of the notice period.

21. Non-Competition; Non-Solicitation

- Except with the express prior written consent of the Company, the Trainee shall not during the term of the Agreement, and for a period of 12 months after the expiration or termination of the Agreement for any reason, on the Trainee's own account or jointly with or as agent for any other Person, directly or indirectly, whether as owner, partner, shareholder, director, employee, consultant, distributor, commercial agent or other agent, representative, sponsor or otherwise
- 21.1 carry on or be engaged, concerned or interested in the carrying on, within India of any business or employment which shall compete with the business of the Company or any of its affiliates or subsidiaries and in respect of which the Trainee has performed services during the period of six (6) months prior to the expiration or termination of the Trainee's employment;
- 21.2 canvass, solicit or approach any individual, company, corporation, partnership, joint venture, firm, trust, association, state or governmental agency or department or other entity who at the date of the expiration or termination of the Trainee's employment or within six (6) months prior to that date is or was a client, customer or supplier of the Company for the purpose of or with the result that the Company's opportunity to work with such client, customer or supplier will be restricted or more onerous or expensive; or
- 21.3 hire, offer to hire, solicit, entice or in any other manner persuade or attempt to persuade away from the Company or any of its affiliates any director, employee, consultant, distributor, commercial agent or other agent, representative or sponsor of any thereof.

22. Counterpart

This Agreement shall be executed in two counterparts, each of which shall be identified as, and each of which shall be deemed to be an original, and which together, or individually, as the case may be, shall constitute the one and the same Agreement.

23. Severability

In the event that any provision hereof shall be held to be invalid or unenforceable due to any reason whatsoever, the said provision shall be modified to the extent necessary, and in any event, such invalidity or unenforceability shall have no effect upon the remaining provisions or terms and conditions hereof.

24. Handing over charge of Company's property on Separation

- 24.1 Upon separation from the Company, the Trainee is required to return all the properties of the Company in his possession if any, and documents which he may have facilitated or communicated with others.

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- 24.2 In the event of failure to return to the Company any of its property/ assets, the Trainee would be deemed to have committed the offence of criminal breach of trust and the Company shall be free to proceed against you in an appropriate forum, besides claiming damages for withholding Company property/ assets.

25. Verification / Documentation

If at any time it is found that the Trainee had at the time of appointment given false information regarding his name, age, parentage, qualification, previous experience, permanent address, state of health or any other personal information, knowing it to be false, or had knowingly suppressed any such information, his services will be terminated without any prior notice. Such situations may be treated as separation on account of misconduct and appropriate policy may apply.

26. Notices

- 26.1 Any amendment, notice, or other communication under this Agreement shall be sent by personal delivery or courier or telex/facsimile or by registered mail to the Parties at their respective addresses set forth below (or at such other address as a Party may previously have notified the other Party in accordance with this Clause.

To the Company:

Solairedirect India LLP

Unit No. 3, 4 & 5, Fountainhead Tower-2,
Viman Nagar, Pune 411014, Maharashtra, India

To the Trainee:

Tejas Sanjay Thorat

300 Shukrawar Peth, Shinde galli, Karad -415110
Mobile: 8999488882

- 26.2 All notices and other communications required or permitted under this Agreement will (a) if delivered personally or by overnight courier, be deemed given upon delivery or when delivery is refused; (b) if delivered by telex/facsimile, be deemed given when electronically confirmed; and (c) if sent by registered or certified mail, be deemed given when received.

27. Waiver

The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or the waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. Any waiver must be in writing and signed by the Party sought to be bound.

28. Disputes arising out of your Traineeship



Irrespective of the place of joining the Traineeship, only courts in Pune shall have the jurisdiction to adjudicate disputes arising out of the employment with the Company.

29. Other terms

- 29.1 The Trainee shall be subject to the rules and regulations of the Company in force from time to time.
- 29.2 If the terms and conditions mentioned above are acceptable to the Trainee in its entirety, you are requested to return the duplicate copy of this Agreement duly signed by you.
- 29.3 By signing this Agreement, the Trainee hereby agrees that he is aware of all the terms of the Company Policies and Procedures, which may be modified at the discretion of the Management. Such changes will be announced as and when they occur. We are pleased to welcome you to ENGIE family.

With Regards

DocuSigned by:
Amit Jain
B1CABAAE8B11409...

Amit Jain

Authorized Signatory

DocuSigned by:
Beenal Raychura
1AFF60DDE8BB46B...

Beenal Raychura

Authorized Signatory

I hereby acknowledge and agree to the terms and conditions of my Traineeship as outlined herein above.

Signature _____

Name **Tejas Sanjay Thorat**

Date _____





3 June 2024

Annexure-I

Name: Tejas Sanjay Thorat

Designation: GET

| Particulars | Per Month | Per Annum |
|-------------------------------------|--------------|---------------|
| Basic Salary | 20625 | 247500 |
| House Rent Allowance | 10313 | 123750 |
| Special Pay** | 11429 | 137145 |
| Total Gross Salary - A | 42366 | 508395 |
| Employer Contribution of PF | 2475 | 29700 |
| Gratuity*** | 992 | 11905 |
| Total Statutory Benefits - B | 3467 | 41605 |
| Total Fixed CTC (A+B) | 45833 | 550000 |
| Target Variable (C)* | | 0 |
| Total CTC (A+B+C+D) | | 550000 |

** All flexible pay components will be apportioned from your special pay based on the declaration given by yourself.

*** Gratuity is payable only in case of eligibility as per Payment of Gratuity Act, 1972.

**** The Company reserves the right to alter your compensation structure to abide by the rules or any amendments of such rules notified by the appropriate statutory body or the government in the future as may be communicated to you from time to time.

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