

01 June 2023

To,
Mr. Jatin Gidwani
Pune

Appointment Letter

Dear Jatin,

We refer to your application and the subsequent discussions that you have had with us and are pleased to offer you an appointment in our organization i.e. Brainbees Solutions Private Limited as **Motion Graphic Designer** at **Pune**. on the following terms and conditions.

1. Date of Appointment

Your date of appointment will be effective from the date you join the services of the Company, which shall be as soon as possible but not later than **01 June 2023**.

2. Period of Probation

You will be on probation for a period of six months from the date of your appointment. At the end of this period, your performance will be reviewed and if found satisfactory, your appointment will be confirmed in writing. Till such time that you receive such confirmation, you will continue to be on probation. The period of probation may be extended at the sole discretion of the Company. Under no circumstances shall the period of probation be more than 1 year from the date of appointment. During the period of probation, the Company may terminate your employment upon written notice to you, such notice to be effective fourteen (14) days from the date of such notice or upon giving you fourteen days' salary in lieu of shortfall of notice. Similarly, you may terminate your employment upon written notice of fourteen (14) days to the Company or fourteen (14) days salary in lieu of shortfall of such notice period.

3. Compensation

In consideration of the full and faithful performance of services required of you by the Company, your compensation will be **Rs. 1100004/-** per annum, subject to deduction of tax at source in accordance with applicable laws the breakup of your compensation is given in Annexure A to this letter. The breakdown of the compensation may need to be revised from time to time in keeping with regulatory developments or otherwise, and, the Company will not be liable for any additional tax liability you may face due to such revisions.

4. Review of Compensation

The Company may review your compensation at periodic intervals as deemed appropriate. Changes to your compensation will be discretionary and will depend on relevant factors including the quality and extent of the services provided by you.

5. Transfer

Your services are subject to transfer by the Company in such capacity as the Company may from time to time determine, anywhere in India, to any one of the Company's departments, functions, branches, subsidiaries or associates according to the needs that may arise in the future. Such transfers will not have any effect on your compensation. Consequent to such transfers, you will be governed by the terms and conditions of service as applicable to your category of employees in the place where you have been transferred.

6. Medical Test

Your appointment shall be subject to you being mentally and physically fit and having received a certificate to that effect not dated beyond 30 days from the date of your employment letter by from recognized medical practitioner/Hospital at your own cost within 15 days from the date of joining. The continuance of the confirmation of your employment is subject to your remaining physically and mentally fit.

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7. Extent of Service

You are required to carry out all duties as may be assigned/entrusted to you by the Company, or that are normally associated with employment in the Company or for such Group Companies as the Company may require from time to time. "Group Companies", for the purpose of this letter includes the Company, its subsidiaries or holding companies and any subsidiary of any holding company that may be formed from time to time. You shall diligently, faithfully and in a manner consistent with standard and prudent business practices, such that the reasonably foreseeable outcome of such practice is factored in: (a) devote all of your working time, attention and energy to the performance of the duties assigned to you, and the functioning of the Company and its Group Companies; (b) act in the best interests of the Company; (c) not engage in any conduct that is intended to or has the result of inflicting harm upon the reputation of the Company or its Group Companies or any of their respective directors and/or shareholders; (d) perform and discharge without additional compensation such additional duties as may be reasonably directed by the Company; and (e) directly or indirectly, be employed, engaged, concerned or interested in any manner whatsoever in any other trade, business or profession other than the Company or accept any appointment to any office (including directorships) whether for gain or otherwise without prior written permission of the Company.

You will, at all times, be subject to and bound by the policies, rules and regulations of the Company as may be updated from time to time by the Company, or as may be brought to your notice by the Company.

8. Hours of Work

Your working hours shall be notified by the Company from time to time. If necessary, you shall work such additional hours as may be necessary for you to perform your duties effectively.

9. Leave

You will be entitled to leave in accordance with the Company's policy as amended from time to time.

10. Appraisal

Any revisions or appraisals of your salary and benefits shall be linked to your performance in the Company as well as the performance of the Company as a whole. The Management reserves the right to revise your benefits as and when it deems fit based on your and the Company's performance, of which the Company shall be the sole judge of.

11. Compliance with rules and regulations of the Company

You will abide by the rules and regulations of the Company for the time being in force or as may be framed from time to time by the concerned officers having authority to frame such rules and regulations. You will obey and carry out all the lawful orders, instructions and directions given by concerned Officers of the Company from time to time, as well as all the service rules or standing orders for the time being in force and those which may be framed from time to time, shall be absolutely binding on you with no reservations whatsoever during the period of your service with us. The Company also reserves the right to have different rules for different categories or classes of employees and for different locations. It shall be solely your duty to obtain the copies of the said rules, regulations, terms and conditions which will be available on the Company's HR Department. Signing of this Letter of Appointment by you shall be deemed acceptance of all the rules, regulations, terms and conditions as referred to above, on your part.

During your employment the terms of employment will be governed by the policies and rules framed from time to time regarding provident fund, Leave Travel assistance, ESI, Medical Policies, Gratuity, Discipline, Conduct or any other matter pertaining to Company's policies and affairs in force from time to time.

You are also subject to the rules and regulations of the Company as to leave, absence, conduct, performance during the tenure of your employment.

You shall not accept or permit any member of your family or any other person acting on your behalf to accept any gift including free transportation, lodging or any other service or any pecuniary advantage from anybody directly or indirectly with whom you may come into contact by virtue of your employment.

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You agree to comply with all the Company's Internet, Intranet, Email usage policy, Mobile usage policy, Laptop/PC usage policy prevalent during the term of your appointment and thereafter. The Employee will also comply with all the statutory laws including Central, State, local regulations and notifications relating to Information Technology and applicable laws.

You will not accept any kind of gratification in cash or kind from any person, including Company's clients, Suppliers, or any firms, institution or organization having any kind of direct or indirect dealing with the company. In case you are offered any kind of direct or indirect gratification, you will immediately report the same to the management.

Your any act, which constitutes misconduct, even if committed outside of establishment, is subjected to disciplinary action or termination.

The components of your remuneration package are strictly confidential and are not to be discussed with anyone other than the HOD/HR of the company.

You hereby indemnify the Company for any civil/criminal legal or other proceedings on account of their individual acts, commitments, previous employment, etc. committed prior to joining or during the employment with the Company.

Your date of birth as recorded in the service record is final and is not liable to change subsequently.

In case of any misconduct or breach of terms of employment by you, the Company may issue to you a written Show Cause Notice seeking explanation as to why your employment should not be terminated. In case you fail to provide a satisfactory written reply to the Show Cause Notice, along with cogent proof, if any, within the stipulated time, as may be mentioned therein, the Company shall be entitled to forthwith terminate your employment without assigning any further reasons. You shall not be entitled to personal hearing.

Non-reporting to duty for more than seven consecutive working days, shall be considered as voluntary abandonment of the job and your employment shall automatically stand terminated w.e.f the date of start of unauthorized absence, without any prior intimation. In such a scenario any pending dues payable to you as per the terms of employment shall stand forfeited towards damages, on account voluntary abandonment of job. The Company shall continue to retain the right to seek additional damages/compensation as per applicable law on account of breach of any of the terms of employment as mentioned in this appointment letter.

In the event of any internal/external/statutory/third party investigation into any aspect of working of the Company or of the department in which the employee is discharging his duties, the employee shall offer his full cooperation to the investigators. Refusal to participate in the investigation or providing false information during investigation shall be deemed to be material breach of the terms and conditions of employment for which the employment of the employee may be terminated forthwith.

The employee hereby grants Company full rights to carry out a background/antecedent verification based on information provided by the employee.

In case of termination of the employment for whatsoever reasons, the Company shall have the right to issue a public notice in such Audio/video/print/internet media as it may deem fit stating about such disassociation.

The Company shall have the right to provide a matter of fact report regarding your conduct, performance and such other attributes that may be asked for by any of your prospective future employer or third party agencies, as the case may be.

12. Conflict of Interest

You shall avoid conflicts of interest between you as an employee and the interest of the Company in dealing with suppliers, customers and other individuals and organizations doing or seeking to do business with the Company. If any potential conflict of interest does arise, you will promptly notify this to the management.

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A few examples of potential conflicts of interest are:

For you or any dependent member of your family to have an interest in any organization which has business dealings with the Company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises of securities in widely held companies which are quoted in an open market.

For you to use or release to a third party any data or decisions, plans, competitive bids or any other information concerning the Company which might be prejudicial to the interest of the Company.

For you or any dependent member of your family to accept commission, a share in profits, loans (other than from established banking or financial institutions), services, excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the Company.

13. Trade Secrets and Confidential Business Information

You shall not, while employed by the Company, disclose or use for the benefit of yourself or any other person, partnership, firm, corporation, association, or other legal entity, any of the Trade Secrets or Confidential Information of the Company. Trade Secrets of the Company include, but are not limited to, any and all management information, proprietary and technical information of the Company in the nature of computer techniques, programs, services, systems, inventions, and the like employed by the Company and/or its affiliates in India or abroad in the development and operation of its computer products and services. Confidential Information of the Company includes any information other than trade secrets that is of any value or significance to the Company and not generally known to competitors of the Company or general public nor intended by the Company for general dissemination, including but not limited to, policies, strategies, lists of the Company's current or potential customers, prospective leads or target accounts, the identity of various suppliers of products or services, pricing schedules, computer programming needs of its customers, information as to the profitability of specific accounts, and information about the Company itself and its executives, officers, directors and employees. Your duty to safeguard and not disclose the Trade Secrets and Confidential Information shall survive the termination of your employment with the Company. Breach of the conditions of this clause will render you liable for any remedy that the Company may have against you in law.

14. Restrictive Covenants

You will at all times be alive to the need to maintain the reputation of the Company and refrain from taking any action or making any statement that could discredit the reputation of Company or its products or services. During your employment with the Company you shall not, directly or indirectly, either as an individual on your own account or as a partner, employee, consultant, adviser, agent, contractor, director, trustee, committee member or office bearer own or operate in India or elsewhere business products or services in competition with the business of the Company. Within the one (1) year period immediately following your separation from the Company regardless of the reason thereof, you shall not solicit, induce, aid or suggest to any of the employees, consultants to, or other persons having a substantial contractual relation with the Company to leave such employment, cease counselling or terminate such contractual relationship with Company.

15. Company Property

You will always maintain in good condition the Company properties and assets, which may be entrusted to you for official use during the course of your employment. The Company properties and assets including, but not limited to, the Company products, customer correspondence, internal memorandum, photocopies of products and designs, sales brochures, price lists, customer lists, any customer information, sales literature, notebooks, computer training materials, textbooks, and all other like information or products, including all copies, duplications, replications, and derivatives of such information or

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products, acquired by you at any time during your employment and any residential accommodation, automobile, furniture, fixtures, fittings and furnishings, communication equipment, two-wheelers and all other items which may have been made available to you, shall remain the exclusive property of the Company and shall be returned to the Company no later than the final date of your employment with the Company. Until such time as all such property is returned as above mentioned, the Company shall be entitled to withhold any salary, emoluments or other payments due to you then or in future payable to you, and may further, at its discretion, deduct there from the full value of the said property/properties calculated at its then replacement price. This is always without prejudice to the Company's rights in law to take such other legal action against you as is applicable to it as also to its right to recover the full amount of the replacement price, if the dues then payable to you are not sufficient to cover fully the said replacement price. The Company shall be entitled to recover from you and you shall be bound and liable to make good to the Company any loss suffered by the Company on account of misuse of the Company's property by you and/or any damage occasioned to the Company's property whilst in the custody of or entrusted to you.

16. Inventions, Ideas, Processes and Designs

All inventions, ideas, processes, programs, codes, software and designs (including all improvements) (i) conceived (whether or not actually conceived during regular business hours) or made by you during the course of your employment with the Company, and (ii) other ideas, techniques or principles related to the business of the Company, shall be "works for hire" and disclosed in writing promptly to the Company and shall be the sole and exclusive property of the Company. You shall cooperate with the Company and its attorneys in the preparation of patent, copyright and other applications for such developments and shall promptly assign all such inventions, ideas, processes, and designs to the Company. The decision to file for patent or copyright protection or to maintain such development as a trade secret shall be in the sole discretion of the Company, and you shall be bound by such decision.

17. Termination of Employment

The Company shall be entitled to terminate this employment for any of the following causes:

Dereliction of duties

- Breach by the Employee of any of the terms of this appointment
- Insubordination or failure to comply with directions given to you by persons so authorized by the Company.
- Misuse or misappropriation of the Company's property.
- Charged with any offense involving moral turpitude.

Conduct, which is regarded by the Company as prejudicial to its own interests or to the interests of its customers.

In the event the Company terminating your employment on any of the above grounds, the termination shall take effect immediately upon receipt of the communication by you and in any event not later than the expiry of 48 hours from the dispatch of letter terminating services.

18. Notice Period

After confirmation, you may terminate your employment upon written notice to the Company, such notice to be effective **60** days after receipt thereof by the Company or by paying the company **60** days salary in lieu of shortfall of notice period at the discretion of the Company

19. Past Record

If any declaration given or information furnished by you to the Company proves to be false or if you are found to have willfully suppressed any information material to your employment by the Company, you will be liable to be removed from the services of the Company without any notice or compensation whatsoever.

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20. Address

The address indicated in your application form will be treated as the correct address for sending any communication to you and unless changed by written intimation by you, any communication addressed to you at that address would be deemed to have been correctly served.

21. Submission of Certificates and Photographs

At the time of joining, you are requested to submit a copy of all educational certificates, relieving letter from your previous employer, Form 16 from your previous employer, your last pay slip and a copy of your Aadhar card and Pan card along with one stamp size photograph.

22. Governing Law/Jurisdiction

Your employment with the Company shall be governed by and construed in accordance with the laws of the Republic of India. All disputes shall be subject to exclusive jurisdiction of the courts in the municipal corporation limits of Pune city, Maharashtra. You are requested to confirm your acceptance of the terms and conditions contained herein by returning a signed copy of this letter.

We wish you all the best and welcome you to **Brainbees Solutions Pvt. Ltd.**

Yours sincerely,

For **Brainbees Solutions Pvt. Ltd.**



Manjula Rao
Vice President Human Resources

BrainBees Solutions Pvt. Ltd.

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Annexure A

Salary Bifurcation		
Salary Components	Yearly Earnings	Monthly Earnings
Basic Salary	422045	35170
House Rent Allowance	168818	14068
Children Education Allowance	4800	400
Internet Reimbursement	12000	1000
Leave Travel Allowance	60000	5000
Petrol And Driver Reimbursement	180000	15000
Statutory Bonus	35156	2930
Food Allowance	26400	2200
Mobile Handset Reimbursement	25000	2083
Health Club Facility Reimbursement	25000	2083
Professional Development Or Academic Course Reimb	45000	3750
Special Allowance	50893	4241
Gross Salary	1055112	87926
Other Benefits		
Statutory Contribution	21600	1800
Gratuity	20291	1691
Mediclaime Insurance	3000	250
Cost To Company	1100004	91667

For **Brainbees Solutions Pvt. Ltd.**



Manjula Rao

Vice President Human Resources

ENDORSEMENT OF ACCEPTANCE

I unconditionally accept this letter of appointment on the terms and conditions mentioned above and agree to abide them. I am returning a copy of this letter with my signature as an acknowledgement of my acceptance.

I understand English and I have read and understood the above terms and conditions and the same are acceptable to me. I agree to receive all communication from the company in English Language.

I am fully fit both mentally as well as physically and will be able to discharge my duties under this employment and do not suffer from any illness or disabilities whatsoever. I will submit my fitness certificate as required by the Company.

I am relieved from my previous Employer and the company can contact them for any verification.

I am submitting copies of my previous relieving letter, address proof, Age proof, Education certificate(s) and previous salary slips along with my two recent photographs. I will also provide the original copies of the same for verification as required.

My address for any communication:

Signature: _____

Date of Joining: 01 June 2023

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