

Mrunal Sul

Tel: +917666557529

Sub: APPOINTMENT LETTER

Dear Mrunal Sul,

This is with reference to your application and the subsequent interviews with us, we are pleased to offer you the position of "**Associate Consultant**" in Role band "**RB7**" for Sub Studio- "**Smart Integration (API)**" in our organization at "**Mumbai**". Your date of joining will be "**31-Jan-2022**" on the terms and conditions as indicated in this letter. You are requested to report to office at 10:00 AM on the day of your joining.

Your compensation details are attached in Salary Sheet


1. (a) Your place of operation will be mainly at "**Mumbai**" at the time of joining the organization. However, depending on the project / work where your involvement is continuously required, you may be transferred to any of our other offices, project locations, group companies, client locations, etc. or for deputation to any organization, to be posted at any of their offices, project locations, divisions, departments, etc. at anytime, anywhere in India or abroad. In the event of such a transfer/ deputation, details of the terms and conditions will be communicated to you.
- (b) The working hours applicable to you will be the same as are observed depending upon your place of posting and can be amended from time to time. Further, you should be prepared to work in any shift, as may be required by the Company's / clients work requirements.
- (c) This offer is subject to: your acceptance within two days; submission of all your certificates in respect of educational qualifications; identity proof and release letter/service certificates from present employer.
- (d) At any time during the course of your employment with the company, the company is entitled to terminate your employment without notice, if the information provided by you during the selection process is found to be in-correct.
2. (a) Please note that the salary structure of the Company may be altered/modified at the discretion of the management, having regards to market and business needs. Further, salary, allowances and all other payments / benefits will be governed by the Company's rules as well as statutory provisions in force from time to time and subject to deductions of appropriate taxes at source.
- (b) Please also note that your remuneration package is strictly confidential between you and the Company and should be so maintained
- (c) Your remuneration package will be reviewed as per the Company's practice and any increase will depend on the Company's performance and your performance



3. Resignation / Termination / Notice Period from Services:

- (a) Either you or the company may terminate your employment upon giving ninety (90) days' written notice. The company may however terminate your employment by giving you salary in lieu of notice. The Company may also terminate your employment with immediate effect for any misconduct.
- (b) Performance Improvement Program (PIP): Timelines of PIP will be as per compancy policy.
- (c) Integrity/Disciplinary Issues: An employee will be released from the organization with immediate effect on account of misconduct, integrity or for any other disciplinary issues.
- (d) If you resign within a year of your joining the Company, then the amount paid to you as a joining bonus, relocation expenses, and notice pay buyout at the time of your joining, will be recovered by the Company in Full and Final settlement.
- (e) Notice Period:
When an employee resigns voluntarily, you are expected to serve 90 days' notice period from the date,entered in Workday.
- (f) Full and Final Settlement (F&F):
Employee will receive their Resignation Acceptance and Experience Letter on his/her Last Working Day, on receiving clearance from all internal departments. Full and Final Settlement of the employee takes place within 45 days of the employee's Last Working Day.

- 4. The age of Retirement is sixty years. The company will be registering your date of birth as per the documents provided by you i.e. PAN Card/ Passport/ Identity Card at the time of joining.
- 5. You will be liable for any losses suffered by the Company, due to your negligence, misconduct, willful insubordination or inefficiency. In all or any of such cases your services may get terminated without any notice period.
- 6. As per the Company's rules you cannot undertake any employment anywhere else, even on part-time basis whether for any consideration or not. Disobeying of this will lead to termination of your services by the Company without any notice period, with no liability on the part of the Company for payment of any compensation in lieu of such notice. You must not be, involved or concerned with or provide service to any other entity, company or person whilst employed by the Company without the prior written consent of the Company. Unless specifically authorized in writing by the Company, the Employee agrees that he/she will not enter into any contract, agreement or arrangement with any person or entity that binds the Company or creates any liability or obligation upon Company, without obtaining a specific prior written permission from the Company. The Employee shall also not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.
- 7. The Company rules pertaining to matters such as mentioned above but not limited to designation, working hours, etc. are subject to change without any prior notice.

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8. Your address given in the application form will be deemed to be correct for the purpose of sending any communication to you. In case of any change in your address you will inform the HR team in writing about the same within 7 days failing which any communication sent to your last recorded address will be deemed to have been, duly served upon you.
 9. You will be governed by the Company's rules, regulations and practices as intimated / published in intranet from time to time in respect of matters not covered by this letter of appointment. Company's decisions on all such matters shall be final and binding on you.

You will be governed by the HR policies as published in the intranet of the Company. Any changes will be intimated to you by a group mail on a periodic basis and you are expected to keep yourself updated by visiting the site regularly. The Employee's employment with the Company shall be in accordance with the terms and conditions set forth in this Agreement and in accordance with the Company Policies as may be amended from time to time and such other policies as may be made applicable to the Employee from time to time.

10. If any declaration given or furnished by you to the Company proves to be false or if you are found to have willfully suppressed any material information, the Company will be entitled to terminate your services without any notice or obligation
11. Conflicts of Interest and Confidentiality.
 - (a) You must not at any time whilst you are an employee of the Company (except so far as is required for the proper performance of your duties) nor after your employment with the Company has ended communicate or divulge to any person ("person" shall include a firm or company or other body) or make use of or permit any other person to make use of for your own or any other person's benefit any trade secrets or other Confidential Information relating to the Company or any Group Company and any of its or their respective business interests or customers or clients.
 - (b) For the purposes of paragraph 11.a, "Confidential Information" shall include trade secrets; customer/client / supplier lists, contact details of clients, customers and suppliers and individuals within those organizations; technical information, know-how, research and development; financial projections, target details and accounts; fee levels, pricing policies, commissions and commission charges; budgets, forecasts, reports, interpretations, records and corporate and business plans; planned products and services; marketing and advertising plans, requirements and materials, marketing surveys and research reports; market share and pricing statistics; and computer software and passwords. All such information which is not in the public domain shall be deemed to be confidential
 - (c) During the course of your employment with the Company, you may not provide services or advice to any competitor organization which is involved in a commercial negotiation of any kind in which the Company is also participating.
 - (d) During the Term of employment and always thereafter, Employee will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

- (e) The Employee will comply with, and do all things necessary to permit the Company to safeguard its Confidential Information and he/she shall promptly inform the Company of any potential or accidental disclosure of Confidential Information and shall take all steps, together with the Company, to retrieve and protect the said Confidential Information.

12. NDA: Code of Conduct:

- (a) In the interest of securing the proprietary information and confidentiality of the Organization, it is mandatory for each employee to sign the "Bristlecone Code of Conduct" during employment. Any employee who is found not abiding to the code of conduct would be held responsible for breach of the same and appropriate disciplinary action would be taken against this.
- (b) All information pertaining to Compensation and Benefits are treated as confidential. Employees are expected not to share details regarding the same with any other internal or external person. Any such information that needs to be shared by any employee can be done with prior authorization of HR.
- (c) Employees who leave Bristlecone are required not to share any information pertaining to the organization, or any of the business entities Bristlecone operates with. All databases, equipment provided to employee are the property of Bristlecone and any kind of practice which results in bringing damage to the organization will not be favorably viewed. The employees will be liable to compensate for the damage, which may result due to such practices.

13. Non-Solicitation and Non-Compete

- (a) Any employee working for a competitor, upon termination or resignation, should not gain competitive advantage by abusing confidential information about Bristlecone's trade secrets or sensitive information such as customer/client lists, business practices, upcoming products and marketing plans.
- (b) The Employee hereby agrees and undertakes that during the term of the employment with the Company and for a period of 12 months following the date of termination of Employee's employment with the Company for any reason, the Employee shall not, directly or indirectly, either as an individual on his own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function):
 - (i) Solicit and/or attempt to solicit employment of or advise any of the Company's existing employees or any person who was employed by the Company within six months prior to such solicitation or any person or organization providing services to or through Company and/or its Affiliates to terminate his or her contract or relationship with Company or to accept any contract (directly or indirectly) or other arrangement for providing services to any other person or organization; or
 - (ii) Contact and/or attempt to contact any of the existing or prospective clients or customers (i.e. any person or organization with whom the Company and/or its Affiliates is in advanced stages of exploring a professional or business relationship) of the Company and/or its Affiliates to entice such

clients or customers away from the Company and/or its Affiliates or to damage in any way their business relationship with the Company and/or its Affiliates or for the provision of substantially the same services provided to such clients by the Company and/or its Affiliates; or

- (iii) Solicit and/or attempt to solicit or undertake employment with any client/customer of the Company and/or its Affiliates or any organization where the employee has been taken or sent for training, deputation or secondment or professional work by the Company; or
- (iv) Enter the employ of, or render any other services to, any person engaged in a business which competes with the Business, if (i) the Employee has prior knowledge of the same or (ii) the Employee gains such knowledge during the Term of employment or (iii) it is obvious to the Employee; or
- (v) Sell, supply, market or distribute any products or services similar to or competing with the Business.

14. IT Policy

- (a) **Prohibited Use** - The Bristlecone email system shall not to be used for the creation or distribution of any disruptive or offensive messages, including offensive comments about race, gender, hair color, disabilities, age, sexual orientation, pornography, religious beliefs and practice, political beliefs, or national origin. Employees who receive any emails with this content from any Bristlecone employee should report the matter to their supervisor immediately. Employees may not forward any documents to their personal accounts. All auto-forward messages should be removed from the personal profiles.
- (b) **Personal Use** - Using a reasonable amount of Bristlecone resources for personal emails is acceptable, but non-work related email shall be saved in a separate folder from work related email. Sending non-business related multimedia, pictures larger than ½ MB etc., chain letters or joke emails from a Bristlecone email account is prohibited. Mass mailings from Bristlecone shall be approved by Director - IT before sending. These restrictions are also applicable if you forward any email received from Bristlecone employee
- (c) **Diligent Use:** You are expected to handle Bristlecone assets with due care and will be held accountable for any damage incurred to the allocated equipment. This damage may be during regular use or due to negligence or mishandling. In the event of any damage, penalty may be applicable as per the company asset policy.
- (d) **Asset Return:** All company assets are to be maintained in line with clause 14 (a,b,c) and are to be returned to Bristlecone's IT department at the time of employee's exit. Non-submission of assets would warrant recovery, as per the company asset policy.



15. Intellectual Property

- (a) Any discovery, invention, secret process, improvement in procedure, trade mark, design or copyright work that you make, discover or produce in the course of your employment in connection with or in any way affecting or relating to, or capable of being used or adapted for use in connection with, the business of the Company or any Group Company shall immediately be disclosed to the Company and shall belong to and be the absolute property of the Company or such Group Company as the Company may nominate for that purpose. You will (at the request and reasonable expense of the Company) sign all such documents and perform all such acts as may be required to fully vest all such rights in the Company (or its nominee).
- (b) You waive irrevocably all Moral Rights in any works produced during your employment in which copyright is vested in the Company or any Group Company whether by virtue of this paragraph 15 or otherwise.
- (c) You acknowledge that the extent, if any, of the protection sought in relation to the matters referred to in paragraph 15.a shall be decided by the Company in its sole and absolute discretion and that accordingly you will not (whether during or after this employment) apply or join in applying for any patent, registered design, trademark or other equivalent protection without the prior written approval of the Company.

16. If the terms and conditions offered herein are acceptable to you, please return the duplicate copy of this letter to the undersigned, duly executed by you by appending your signature on the last page and initials on the remaining pages.

17. Background Checks:

Bristlecone mandates you to go through Background checks. These checks verify previous employment, education qualifications and addresses of every employee. You are required to provide all documents requested by Bristlecone or any agency that Bristlecone appoints for running these checks. Background check documents need to be provided within 5 days of joining the company failing which the Company is entitled to take disciplinary action including termination of the employment agreement. In an event, the employee / candidate is unable to clear the background check, the company retains the right to withdraw the offer / terminate employment.

As a token of your acceptance of all the above mentioned terms and conditions, we request you to confirm your acceptance of this offer and confirm to us your date of joining by a return email.

We welcome you to the Bristlecone family and wish you a successful career with us

Yours Faithfully,

Bristlecone India Limited

Date of Joining _____



Lisa Lesko
Chief People Officer

signHere1
Mrunal Sul

Salary Sheet

Mrunal Sul

Designation: Associate Consultant

Sub Studio: Smart Integration (API)

Effective from the date of your reporting for duties, you will be eligible for salary, allowances, and other benefits as under:

Salary Components		Amount (Rs. per annum)
1. Basic Salary		180000
2. Flexible Pay:	H.R.A, LTA, Child Education Allowance, Meal Allowance, Telephone/Broadband Reimbursement, Books & Periodicals, Car Fuel and Maintenance Reimbursement, Driver's salary, Supplementary Allowance	214742
3. Provident Fund	@ 12% of Basic Salary	21600
4. Gratuity	@ 4.81% of Basic Salary	8658
5. Total Compensation(1+2+3+4)		425000

**Over and above the committed Fixed CTC, company provides Mediciam Insurance coverage for a sum insured amount of Rs. 600000/- per annum as a family floater for self, spouse and 2 children. Besides this, voluntary options have been given to employees to cover their dependent parents at corporate rates on a self-paid basis.

***Also, the company provides coverage under Group Personal Accident (GPA) and Group Term Life (GTL) Insurance as per company's policy.

****Bristlecone will provide for reimbursement towards your notice period recovery (full taxable) in the previous organization to the extent of proofs submitted by you. This amount will be recovered from you if you leave Bristlecone within 1 year from the date of payment. This will be payable if you are eligible and have written HR approval before your joining.

*****Bristlecone will offer reimbursement towards relocation expenses on household goods and one-way economy class tickets for you and your immediate family (spouse and children). Additionally, you will be provided company accommodation + reasonable conveyance reimbursement for up to 15 days at your assigned Base Location subject to prior approval from HR at Bristlecone. Reimbursement towards household goods will be eligible approval HR before joining and the same should be claimed within 15 days of joining. The amount paid towards household goods will be subject to existing HR policies and needs to be supported with actuals invoices for reimbursement purposes. For more details kindly check our relocation policy before claiming. Reimbursement will occur as per existing relocation policy. This sum would be recovered if you leave the organization within 1 year from the date of payment.

Bristlecone India Limited



Lisa Lesko
Chief People Officer

Offer Accepted/Date of Joining: _____

signHere1
Mrunal Sul

AGREEMENT OF ACCEPTANCE

This Letter of Acceptance is executed by and between Bristlecone India Ltd (hereinafter referred to as the "Company"), and "Mrunal Sul" , an Indian inhabitant residing at , hereinafter referred to as the "Acceptor")

Whereas:

- 1. The Acceptor has communicated his/her interest in receiving employment with the Company vide dated 28-Jan-2022**
- 2. The Company issued a Letter of Offer to the Acceptor dated 28-Jan-2022, offering him/her employment with the Company.**

By signing this Agreement of Acceptance, the Acceptor agrees to the following:

1. The Acceptor has accepted Employment with the Company on terms and conditions prescribed in the Letter of Offer.
2. The Acceptor can, within a period of one week from the date of this Agreement, without cause revoke this Agreement of Acceptance, by providing a written notice to the company (Notice of Revocation) to the attention of **Kinnary Desai**, at the following address **5th Floor, Binarius, Deepak Complex, Airport Road Opp. Golf Course, Yerwada, Pune - 411006** by registered communication. It shall be the Acceptors responsibility to make sure that such Notice of Revocation reaches the Company before the conclusion of the 7th day from the date of this Agreement.
3. The acceptor agrees to submit a copy of the letter of resignation to his/her present organization of employment to the company within a period of 2 days from the date of this Agreement.
4. The Acceptor agrees and confirms that his/her the date of joining the Company is **31-Jan-2022**

Signed:



For the Company: Bristlecone India Limited
Lisa Lesko
Chief People Officer

Acceptor: signHere1
Mrunal Sul

Date: dateSigned1

Location:



CHECKLIST

DOCUMENTS/ITEMS TO BE SUBMITTED TO HRD AT THE TIME OF JOINING

1. Copies of Graduation/Post-Graduation (Degree) certificates and all other qualifications.
2. Copies of service certificates from all your previous employers.
(Actual dates of employment must be specified)
3. Relieving letter and Service Certificate from your present employer.
4. Three Nos. Colored passport size photographs(with white background).
5. Copies of the passport sheets (All sheets wherever any entries were made, particularly the following:
 - a) Passport number, Date and Place of Issue.
 - b) Due date of expiry of the passport.
 - c) Name, date of birth, photograph, address
 - d) Stamps/entries reg. issue of visa/work permit/entry permit by any country
(Including refusal)
 - e) Emigration Check Not Required Stamp
6. PAN Card Copy
7. Aadhar Card Copy

Name: Mrunal Sul

Emp No: _____

Signature: signHere1

Date: dateSigned1