

Date: 15th July 2024**To,****A. Zaheerullah Khan,**

*(Address)***Subject:** Appointment Letter.

The Company has agreed to appoint Zaheerullah Khan ("**Employee**") as the **Business Development Executive – Vijayawada** of the IntegriMedical Private Limited ("**Company**") and the Employee has accepted such employment. The Company and Employee shall collectively be referred as "**Parties**" and individually as "**Party**", wherever the context so permits.

The Parties intend to record their understanding, define their mutual rights and obligations and the terms and conditions of the Employee's employment with the Company, as may be applicable in this regard.

1. Definitions and Interpretation

The terms used in this letter shall have the meanings as ascribed to them under '**Schedule I**' of this letter.

2. Appointment

- 2.1 The Company shall appoint the Employee as **Business Development Executive – Vijayawada** of the Company. The Employee's ability and expertise can be utilised in any other field / function in the best interest of the Company, as mutually agreed between the Company and the Employee from time to time, and thereupon the Employee shall be re-designated accordingly, subject to mutually agreed arrangement between the Parties in this regard.
- 2.2 On the date of execution of this letter or on such date as is notified to the Employee by the Company in writing, the Employee would be required to furnish copies of such documents and provide such information as are called upon by the Company. The Employee understands that a complete, accurate, adequate, and truthful submission / disclosure of all documents / information is necessary for the Employee's successful onboarding with the Company.
- 2.3 The Employee agrees and consents to the Company conducting certain background checks to verify and authenticate information received from him during the onboarding process or to otherwise meet any requirements of the business. Continuity of the Employee's employment shall be subject to him having provided the Company with authentic data and information in the course of the background checks. The services of the Employee shall be liable to be terminated with immediate effect should it be discovered by the Company that any information or data shared by the Employee with the Company had been obtained fraudulently or through misrepresentation.

3. Term and Place of Employment

- 3.1 The Employee's employment with the Company shall be effective on and from **15th Jul 2024 ("Effective Date")** and shall, on and from the Effective Date, continue to remain in force and valid unless terminated in accordance with the provisions of this letter and / or the applicable laws ("**Term**").
- 3.2 The Employee will be posted at the Company's office in Pune or such other place as may be notified to the Employee from time to time. The Employee may be required to carry out his duties under this letter virtually through online means or resources in accordance with any policy or instructions of the Company in this regard if circumstances so warrant. Subject to the Parties mutually agreeing in writing, the Employee may be required by the Company, to relocate permanently or temporarily to any other place in India / abroad as the Company may deem appropriate in the interest of its Business from time to time. Nothing in this letter shall prevent the Employee from rendering services to any Related Entity of the Company without any conflict with the duties the Employee is required to render under this letter.
- 3.3 The Company reserves the right to transfer the Employee's services to any of its group companies. Upon such transfer of services, the Employee shall forthwith cease to be an employee of the Company and his employment will be governed in accordance with the terms and conditions of service as has been agreed by him with such group company.
- 3.4 The Company also reserves the right to send the Employee on training / deputation / secondment or to otherwise travel for work to any of its Related Entities' locations, clients' locations or third parties' locations, whether in India or abroad. In such case, the terms and conditions of service applicable to such training / deputation / secondment / travel will be separately agreed in writing with the Employee. Further, it shall be the responsibility of the Employee to ensure that he complies with the applicable governmental / statutory requirements concerning such travel and relocation, including but not limited to vaccination. To the extent the Employee is not able to travel on account of a medical / health condition or any other genuine cause outside his control, he shall immediately notify the Company about the same and submit supporting documents in this regard, such as a certificate from a registered medical practitioner.
- 3.5 The continuation of the employment is subject to the Employee remaining medically fit and capable to perform the duties and responsibilities assigned by the Company. The Employee will notify the Company immediately of any incapacitation leading to temporary absence from work, and its probable cause and duration, and will provide any other details as may be required by the Company. The Employee also agrees to undergo appropriate medical examination or consultation as may be requested by the Company.

4. Powers and Duties

- 4.1 The Employee shall exercise and carry out all the powers and duties as the brief description of which is set out in '**Schedule II**' of this letter. The Employee shall work under the direction and control of the Board / Company, or such authorised officer designated in this regard by the Company, and shall report all material actions undertaken, or proposed to be undertaken, by him in the exercise of powers and fulfilment of duties.
- 4.2 The Employee shall devote his best efforts and his whole time to perform his duties under this letter which he shall perform ethically, faithfully, diligently, professionally and competently, in the best interests of the Company and its Related Entities by virtue of his fiduciary position, and in a manner consistent with the Company's code of conduct or other policies as are applicable or notified from time to time. The Employee shall not take up any other employment, independent business, assignment, or any office, honorary or for any consideration, in cash or in kind or otherwise, including any directorships in any other company, without the prior written consent of the Company.
- 4.3 The Employee shall be covered by the service rules and regulations including those concerning the conduct, discipline and administrative orders and any other rules or orders of the company that may come in force occasionally. The Employee must observe and adhere to the policies that the Company publishes from time to time. The Employee shall maintain the highest standards of conduct and act with the highest ethical principles and shall not act in any manner inconsistent with the Company's policies or ethics or which may be detrimental to the reputation, goodwill or interests of the Company or any Related Entity. The Employee should not do anything that may be a conflict of interest with the Employee's responsibilities as an employee of the Company.
- 4.4 During the Term, the Employee will be authorised and expected to manage the day-to-day business of the Company, in accordance with the provisions of the applicable laws, this letter, Articles of Association, shareholders' resolutions, Board resolutions, and policies and procedures of the Company, as may be framed and passed from time to time, as well as acting upon the necessary instructions and directives of the Company designated officer as far as the Company's business and operations are concerned.
- 4.5 The Employee shall, at all times, while discharging his responsibilities under this letter, not violate any policies and / or substantive laws applicable to the Company and / or any Related Entities. Any breaches or violation of the applicable laws may entail statutory sanctions as prescribed in law and such other penalties as the Company may deem appropriate which may also include termination for Cause under Clause 6.3 of the letter.
- 4.6 The Employee will be responsible for keeping safe and in good condition and will truly and faithfully account for and deliver to the Company, all Company material entrusted to the Employee, including, but not limited to, all Confidential Information, monies, securities, cellular phones, laptop, car and other equipment and property belonging to

the Company, irrespective of the form thereof, which the Employee may receive for, from or on account of the Company ("**Company Property**"). In the event of any damage or loss to the Company Property entrusted to the Employee, the Employee shall be liable for the same and the Company reserves the right to deduct the cost of such articles from the Employee's Compensation (*as defined below*) or take such other action that it may deem appropriate.

- 5.1 Compensation Structure: For the services rendered by the Employee to the Company, the Employee shall be entitled to the Compensation as mentioned in '**Schedule III**' of this letter ("**Compensation**"). The fixed salary payable as part of Compensation shall be payable to the Employee in monthly arrears as per the payroll cycle of the Company. The Compensation may be amended and / or revised from time to time in writing by the Company, as per its discretion. In addition to the Compensation, the Employee may be eligible for a variable pay, discretionary payment, or bonus (by whatever name called) based on the Employee's performance, the Company's performance and / or such other factors as the Company / Board may specify from time to time.
- 5.2 Reimbursement of Expenses: The Employee shall also be reimbursed for all reasonable and customary travel and other business expenses incurred by him in the performance of his duties, provided that such reimbursement shall be subject to, and in accordance with, any expense reimbursement policies and / or expense documentation requirements of the Company that may be in effect from time to time for an employee at an equivalent level within the Company.
- 5.3 Leaves: The Employee will be eligible for leaves which shall be in accordance with the Company's policy in this regard, as may be amended from time to time.
- 5.4 Insurance: The Company may, from time to time, procure appropriate insurance policies for its personnel to cover them and / or related beneficiaries against certain risks such as personal accident and health. The procurement of such policy and the terms associated therewith shall be notified to the employees through the Company's standard channels of communication. The Employee acknowledges that matters such as procurement, modification, coverage, or discontinuation in respect of a certain insurance policy lie within the discretion of the Company and may be governed by the terms agreed upon between the Company and the concerned insurer.
- 5.5 It is clarified that all payments made to the Employee shall be subject to deduction of tax at source and social security contribution, as applicable from time to time under the laws of India. It is further clarified that the responsibility for making the requisite income tax filings and responding to any queries and questions from the Indian tax authorities shall vest solely with the Employee, and the Company will not be responsible for any tax filings in respect of the Employee's income in India or elsewhere.
- 5.6 The terms of employment and Compensation are strictly confidential, and the Employee shall not divulge the same to any other employee of the Company except where required by Company policy.

5. Termination

- 6.1 Death: This letter / employment shall terminate immediately upon the Employee's death and the Employee's legal heirs / nominees shall be entitled to receive any outstanding Compensation that would be payable to the Employee up to the date of the Employee's death.
- 6.2 Termination with Cause: The Company may, at any time during the Term, terminate the Employee's employment immediately without any notice, if a Cause has been established against the Employee. For purposes of this letter, the term "**Cause**" shall mean:
- 6.2.1 any material breach by the Employee of the provisions of this letter and such material breach or failure not having been remedied within 15 (fifteen) days upon receipt of a notice in writing thereof being given to the Employee by the Company / Board;
 - 6.2.2 fraud, theft, gross malfeasance, misconduct on the part of the Employee, including, without limitation, conduct of a felonious or criminal nature, conduct involving moral turpitude, gross negligence, corruption, forgery, embezzlement, data security breach, breach of Company's code of conduct, or misappropriation of assets of the Company;
 - 6.2.3 harassment of any kind, including sexual harassment, committed against any person (including a third party) in the course of employment, at the Company's workplace, or during any online interaction through virtual means of communication. For this purpose, 'sexual harassment' shall have the same meaning as is ascribed to it under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013;
 - 6.2.4 any wilful act or omission on the part of the Employee that adversely impacts (financial or otherwise) the Business, or reputation or goodwill of the Company or Related Entities;
 - 6.2.5 application for any bankruptcy / insolvency proceedings filed and admitted against the Employee;
 - 6.2.6 Employee's failure to cooperate with a *bona fide* internal investigation or an investigation by regulatory or law enforcement authorities after being instructed by the Company to cooperate, or destruction or failure to preserve documents or other materials relevant to such investigation, or inducement against cooperation or production of documents or other materials in connection with such investigation;
 - 6.2.7 personal or professional details and information provided by the Employee to the Company at any time, having been found to be untrue, fabricated, or deficient; and
 - 6.2.8 Employee's disqualification under any contractual obligations or under any applicable laws, regulatory orders, or professional regulations, to hold the

Employee's position at the Company, or to attend, discharge or fulfil the duties and obligations assigned by the Company.

- 6.3 Termination without Cause: The Employee's employment hereunder may be terminated by the Company at any time without Cause; provided that the Company shall serve at least 3 (three) months' advance written notice of termination of the Employee's employment or pay 3 (three) months' fixed salary in lieu of such notice, to the Employee.
- 6.4 The Employee may resign by serving 3 (three) months 'prior written notice to the Company. The Company may at its sole discretion waive such notice requirement, partly or in full and shall pay to the Employee his fixed salary for the notice period served and / or waived off, as the case maybe. However, if the Employee chooses to resign from the services of the Company and does not intend to serve the notice period provided herein, the Company may: (i) deduct a sum equal to the fixed salary payable for the shortfall in the period of notice, from the full and final settlement amount payable to the Employee in accordance with this letter and the applicable laws; and / or (ii) exercise the right to initiate appropriate legal proceedings against the Employee for such contractual breach and seek relief as may be appropriate.
- 6.5 Continued Absence due to Illness, Incapacitation, or Disability: Notwithstanding anything mentioned in this letter, the Employee's employment with the Company under this letter will automatically terminate if the Employee suffers from any illness, incapacitation, or disability, whereby he is prevented from properly performing his duties for a continuous period of 6 (six) months. In such event, the notice period required to be given to the Company in accordance with Clause 6.4 of this letter shall be deemed to have been subsumed within the period of 6 (six) months as specified in this clause.
- 6.6 Garden Leave: During the Employee's notice period as mentioned in Clause 6.4 and Clause 6.5 above, the Company may require him to remain on garden leave. In that event, the Company will not be obliged to provide him with any work. Further, during such garden leave period, the Employee may not be required to (i) visit or attend Company's office or premises for any reason, and / or (ii) communicate with any of the Company's officers, employees, clients, customers, vendors and / or agents, unless otherwise communicated by the Company in writing. However, the Employee's obligations under this letter shall continue to remain in effect during any garden leave period as mentioned herein.
- 6.7 The termination of this letter for any reason whatsoever shall not release either Party from any liabilities or obligations set forth in this letter, which: (i) the Parties have expressly agreed shall survive any such termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination.
- 6.8 The Company reserves the right to recover the amount of damages or losses caused due to or attributable to any acts or omissions of the Employee from any payments or Compensation payable to the Employee during the Term or upon termination of this

letter. Further, termination of this letter for any reason shall not preclude the Company from recovery of any damages or loss caused or suffered by the Company, or from pursuing any other remedies or relief that the Company may be entitled to pursue under applicable laws, contract, or equity.

- 6.9 Upon cessation of employment, howsoever arising, or at the request of the Company at any time, the Employee shall step down and cease to hold his office as the **Business Development Executive - Vijaywada** of the Company. The Employee shall, upon the request of the Company, also resign from all offices that may be held by him in the Company or on behalf of the Company, including in any trade, clubs, and other associations. The Employee shall thereafter not represent that he is associated with the Company or any of its Related Entities, as applicable.
- 6.10 Upon cessation of employment, the Employee shall co-operate, and issue appropriate communications and documents as required by the Company to notify the statutory authorities and any third party regarding cessation of his employment and shall not prevent / obstruct the Company from taking any action in furtherance of such cessation and complying with requirements of applicable laws in relation to cessation of employment with the Company

6. Non-Disclosure and Other Covenants

- 6.1 Disclosure of Confidential Information: The Employee acknowledges that the Confidential Information, with respect to the Business and operations of the Company and Related Entities are valuable, special, and unique assets of the Company. Accordingly, the Employee agrees not to use the Confidential Information for his own use other than to carry out his duties and responsibilities. The Employee agrees that you shall not, directly or indirectly, at any time during the Term or at any time thereafter (without regard to when or for what reasons, if any, such employment shall terminate), use or cause to be used, any such Confidential Information in connection with any activity or business except the business of Company and shall not disclose such Confidential Information to any individual, partnership, corporation, entity or other third parties unless such disclosure has been specifically authorized in a writing by the Company. The Employee shall not disclose the same to any third party but may disclose the same, pursuant to express permission of the Company, to consultants and / or its employees who are required to have information in order for such consultants / employees to carry out their obligations in respect of the conduct of the Business, provided that such consultant / employees are subject to such non-disclosure and confidentiality obligations as may be agreed in writing with the Company. In the event the Employee is required to disclose any Confidential Information as per applicable laws or lawful instructions of a governmental or judicial authority, the Employee shall promptly and reasonably inform about the requirement to the Company to enable the Company to make adequate arrangements to safeguard the Confidential Information to the extent permitted by law. The obligations under this clause shall service termination or expiry of this letter for any reason whatsoever.

- 6.2 **Non-Disparagement:** At any time during the Term or thereafter, the Employee shall not, without the prior written consent of the Company, discuss with the media (which includes any national or local newspaper, magazine, internet, radio and/or television station, or social media) any matter related to Company, or any Related Entity, or its shareholders, directors, officers, employees, or other personnel. Without limiting the foregoing, the Employee agrees not to or induce any other person to publicly criticize the services, business, integrity, veracity or reputation of the Company or Related Entities or to make any defamatory, derogatory or disparaging statements (whether or not the Employee believes the statements to be true) of any kind, oral or written, regarding the Company or its Related Entities, and their directors, officers, employees, advisors, agents and / or clients to any person or organisation whatsoever including on social media which may reasonably be expected to defame, impugn or degrade the character, integrity, or ethics of the Company and its Related Entities, and their officers, directors, employees and / or agents, or clients, or which may reasonably be expected to damage the business, image or reputation of the Company and its Related Entities, and their officers, directors, employees and / or agents, or clients. The term “**social media**” shall include social networking sites such as X (formerly, Twitter), Facebook, LinkedIn, WhatsApp, Instagram, and other online forums that permit users to share information with others in a contemporaneous manner. The obligations under this clause shall survive termination or expiry of this letter for any reason whatsoever.
- 6.3 **Removal and Return of Proprietary Items:** The Employee shall not remove from the Company’s premises or transmit by any means, electronic or otherwise, any Proprietary Items. Employee recognises that, as between the Company and the Employee, all the Proprietary Items, whether or not developed by the Employee, are the Company's exclusive property. Upon termination of this letter (regardless of the reason for termination), or upon the request of the Company, the Employee will return to the Company all the Proprietary Items, Confidential Information, or any part thereof in the Employee’s possession or subject to the Employee’s control, in any format and over any media, and the Employee shall not retain any copies, abstracts, sketches, or other physical embodiment of any of the Proprietary Items, Confidential Information, or any part thereof, in any format and over any media including cloud storage. It is clarified that any Company property occupied by the Employee either for residential or official purpose during the tenure of his employment, whether the Company is the owner or lessee thereof, shall always be treated as Company’s property and shall be handed over forthwith by the Employee to the authorized representative of the Company in good and appropriate condition, before final settlement of accounts.
- 7. Non-Solicitation, Non-Compete Covenants, and Intellectual Property**
- 7.1 **Non-Solicitation Covenants:** The Employee agrees that during the Term and for a period of 12 (twelve) months thereafter, the Employee will not contact or provide any assistance to any other person or organisation which seeks to contact (i) any of the Company’s employees for the purpose of soliciting, inducing or attempting to induce

any of the Company's employees to terminate employment with the Company; or (ii) any of the Company's clients, customers and independent consultants to cease to do business or to reduce the amount of business with the Company.

- 7.2 Non-Competition: The Employee agrees that during the Term and for a period of 12 (twelve) months thereafter, the Employee will not engage in, consult with, participate in, hold a position as shareholder, director, officer, consultant, employee, partner, trustee, or investor, or otherwise assist any business entity in India which are competing with the Business of the Company.
- 7.3 The Employee agrees that the restrictions contained in Clauses 8.1 and 8.2 are reasonable and intended to protect the respective legitimate business interests of the Company. Employee also understands that Company will be irrevocably harmed if the covenants under this clause and other covenants in the letter are not specifically enforced. Accordingly, Employee agrees that the foregoing restrictive covenants under this clause and other covenants in the letter may be enforced by the Company through temporary and / or permanent injunctive relief, without prejudice to such damages rights as may exist.
- 7.4 Intellectual Property: The Employee agrees and acknowledges that all intellectual property, including intellectual property which the Employee may solely or jointly conceive or develop or reduce to practice or cause to be conceived or developed or reduced to practice, during the Term, shall belong to the Company absolutely and the Company alone, at its sole discretion, shall have the unrestricted right to exploit any and all of the said rights by any means throughout the world during and after the Term. To the extent that such intellectual property does not vest in the Company, the Employee hereby assigns to the Company, in perpetuity, and on a worldwide basis, all right, title and interest that the Employee may have or may hereafter acquire in the intellectual property on worldwide basis, including but not limited to all copyright, patents, trademark and other intellectual property rights therein, and such assignment shall not be subject to any limitations or restrictions as to the territory, duration or usage of assigned intellectual property. The assignment of rights envisaged herein shall extend to all existing and future intellectual property for all manners of exploitation whether now known or that may be known or created at any time in the future. The Employee shall not have nor claim any right in any of the aforementioned intellectual property in any manner whatsoever. The Employee will not directly or indirectly, in any manner whatsoever, at any time violate or infringe the intellectual property rights of the Company.
- 7.5 The Employee hereby irrevocably and unconditionally waives any and all moral rights or any rights of similar nature under any law in any jurisdiction in and to any and all material written, created, or devised by the Employee whether solely or jointly and pertaining specifically to the operation or business of the Company or resulting from or suggested by anything which the Employee shall have done pursuant to the Employee's appointment with the Company.

- 7.6 The Employee shall do all acts, deeds and things including execution of necessary documents without charge or compensation but at the cost of the Company for fully and effectively vesting in the Company the rights in any intellectual property the Employee solely or jointly conceives or develops or reduces to practice or causes to be conceived or developed or reduced to practice, during the Term.
- 7.7 In the event that the Company initiates or defends any legal action with regard to enforcing its intellectual property rights, the Employee shall cooperate fully with the Company at the cost of the Company in the prosecution or defence of such action, both during or after termination of the Employee's employment hereunder and the Employee agrees to make himself available for the aforesaid purpose.
- 8. Representations, Warranties, and Undertakings**
- 8.1 The Employee represents and warrants to the Company that the execution and delivery by the Employee of this letter does not:
- 8.1.1. violate any judgment, writ, injunction, or order of any court, tribunal, arbitrator, or governmental agency, applicable to the Employee.
 - 8.1.2. conflict with or result in the breach of any provisions of or the termination of, or constitute a default under, any agreement to which the Employee is a party or by which the Employee is or may be bound, including, without limitation, any non-competition agreement or similar agreement; and
 - 8.1.3. violate any agreement to protect the confidential or trade secret information of another party, and the Employee has not entered into any previous contemporaneous agreements which conflict with the terms of this letter, or which would preclude Employee from performing duties for the Company.
- 8.2 The Employee further represents and warrants that he fully and completely understands this letter and that he has engaged in negotiations with the Company and is fully satisfied with the opportunity he has had to discuss and seek any clarification in this regard with the Company.
- 8.3 The Employee undertakes that he shall, on a good faith basis, keep the Company immediately informed if there is any situation that may qualify as a 'conflict of interest' event vis-à-vis his roles and responsibilities in the Company or his ability to act in an independent and / or impartial manner. The Employee understands that the expression 'conflict of interest' may include situations where (a) he or any member of his family (whether immediate or otherwise) may receive a financial or other significant benefit as a result of the individual's position in the Company, (b) he has the opportunity to influence the Company's business, administrative, or other material decisions in a manner that leads to personal gain or advantage, or (c) he has an existing or potential financial or other significant interest which impairs or might appear to impair his independence in the discharge of his responsibilities to the Company.

9. Data Protection

- 9.1 In accordance with the prevailing data protection laws in force, the Employee hereby provides his consent to the Company to collect, hold, record, process, use, disclose, share and transfer to third parties and Related Entities (whether within India or outside), personal data such as residence address, telephone number, photograph, educational qualification, details of relatives, all employment related and compensation related information, government issued identification and related information ("**Personal Data**") and any sensitive personal data or information i.e. passwords, financial information, sexual orientation, physical / mental health condition, medical records or biometric information ("**SPDI**"), relating to the Employee held either electronically or manually, and / or collected during the course of his employment or at the time of his appointment, for the purpose of the administration and management of its employees, its business and for compliance with applicable procedures, laws and regulations. Further, all Personal Data and SPDI collected / provided by the Employee at the time of appointment or in the course of his employment with the Company, will be handled in accordance with the applicable laws and Company's policy in this regard. Further, the Employee agrees to intimate the Company of any change in his personal data and / or SPDI within 7 (seven) days of such change.
- 9.2 The Employee agrees that the SPDI may be shared with government agencies mandated under the law to obtain information for the purpose of verification of identity, or for prevention, detection, investigation including cyber incidents, prosecution, and punishment of offences. The Company may also disclose the Employee's SPDI to any third party pursuant to an order under the law in force, for instance, when responding to summons or similar legal process, to protect against fraud and to otherwise cooperate with law enforcement or regulatory authorities.
- 9.3 The Employee shall use, collect, transfer, or process all data and information in accordance with the prevalent Company policies, practices and applicable laws or regulations.

10. Anti-Corruption

- 10.1 The Employee shall not accept any present, commission or any sort of gratification in cash or kind from any person, party or firm or company dealing with the Company with a view to taking any decision in favour of such persons (or against the interest of the Company) and if the Employee is offered any, the Employee should immediately report the same to the Board.
- 10.2 During the period of employment of the Employee with the Company, the Employee shall not, either on behalf of the Company or in the pretext thereof, engage in any acts of bribery or any corrupt or unauthorised / illegal practices, or act in breach of any applicable anti-corruption, bribery laws or regulations, or offer any Government Officer any consideration (or attempt to influence in any manner) other than the legally acceptable, official and Company approved consideration. The Company follows a zero-tolerance policy towards corrupt practices, and the Employee shall strictly abide by the

provisions of this clause and applicable laws. The Company treats any violation of this clause very seriously and shall take strict action including and up to termination of employment.

For the purposes of this clause, “**Government Officer**” includes any person working in or acting on behalf of any person working in any organisation that is part of government of any country or which is wholly or partially owned or controlled by such Government, or which exercises any quasi-government function.

11. Miscellaneous

11.1 **Governing Law & Jurisdiction:** This letter shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of the competent courts at Pune, India.

11.2 **Entire agreement:** This letter and any documents referred to in it contain the entire agreement between the Parties and supersede any prior agreements, representations, or communications, written or oral, amongst them, including any offer letter issued to the Employee, relating to the subject matter of the Employee’s employment with the Company. This letter shall not be amended, altered, or modified in any manner unless mutually agreed to in writing by the Parties.

11.3 **Notices:** Any amendment, notice, or other communication under this letter shall be sent by personal delivery or courier or email or by registered mail (a) to the Employee, at his last recorded residential and personal email address with the Company; and (b) to the Company, at the Company’s principal place of business with a copy to humanresources@integrimedical.com.

All notices and other communications required or permitted under this letter will (if delivered personally or by overnight courier), be deemed served upon delivery or when delivery is refused.

11.4 **Reasonability:** The Employee acknowledges and agrees that Clauses 7, 8 and 9 hereof constitute entirely separate and independent provisions and that the duration, extent, and application of each such clause is no greater than is necessary for the protection of legitimate interests of the Company.

11.5 **Continued Assistance:** The Employee shall, upon reasonable notice, furnish such information that the Employee may be privy to and render such assistance and cooperation to the Company as it may reasonably require in connection with any litigation or other proceedings in which it is, or may become, a party either during the Employee’s employment or thereafter, such litigation or proceedings having arisen out of any matter to which the Employee has been privy to.

11.6 **Severability:** If any provision of this letter shall be found to be unenforceable, invalid, or illegal for any reason (including any change in applicable law), the enforceability of other provisions hereof shall be unaffected by such unenforceability or invalidity or illegality. The illegality, invalidity, or unenforceability of any provision in any particular circumstance shall not affect its legality, validity, or enforceability in other circumstances. Following the determination that any provision of this letter is

unenforceable, the Parties shall negotiate in good faith a new provision that, as far as legally possible, most nearly reflects the intent of the Parties and that restores this letter as nearly as possible to its original intent and effect.

- 11.7 Indemnification: The Employee agrees to indemnify, defend, and hold the Company harmless against any and all claims, actions, liabilities, losses, costs, and expenses, including reasonable attorney's fees and costs, arising out of or in connection with any breach of this letter, or any other unauthorized act of the Employee.
- 11.8 Assignment: The Company may assign this letter to any of its Related Entities with prior written intimation to the Employee. Having said that, this letter is personal to the Employee and will not be assigned by him.
- 11.9 Survival: The provisions of this letter, which by their nature are intended to survive the termination or expiration of this letter, including without limitation, the provisions of Clause 6 (*Termination*), Clause 7 (*Non-Disclosure and Other Covenants*), Clause 8 (*Non-Solicitation, Non-Compete Covenants, and Intellectual Property*) and Clause 9 (*Representations, Warranties, and Undertakings*) and Clause 12 (*Miscellaneous*) shall survive the termination of this letter.

For: Employee

For: IntegriMedical Pvt Ltd.



Date:

Date: 15th July 2024

Name: Zaheerullah Khan

Name: Arzoo Shaikh

Title:

Title: HR Specialist - I



SCHEDULE I

DEFINITIONS AND INTERPRETATIONS

A. Definitions

In this letter: (i) capitalised terms defined by inclusion in quotations and / or parentheses have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

“Articles of Association” shall mean articles of association of the Company;

“Board” shall mean the Board of Directors of the Company or any Committee thereof;

“Business” shall mean the business of research, development, manufacturing, assembly and sale of medical devices including a 'needle free injection system' (NFIS) designed by the Company which comprises of NFIS device, loader, cartridges, vial adapters, prefilled syringe adapters and sponge, for animal and human healthcare application for which the Company has the exclusive, worldwide, unconditional, and perpetual license to manufacture, assemble, develop, sell and market such NFIS;

“Cause” shall have the meaning assigned to it in Clause 6.3 of this letter;

“Confidential Information” means and includes information which is confidential and proprietary to the Company or its Related Entities and disclosed to or obtained by the Employee from the Company and / or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to, information of value or significance to the Company or its Related Entities such as:

- (i) intellectual property and trade secrets, including information relating thereto or part thereof;
- (ii) data of past, present customer / agent / licensee (whether in India or abroad) of the Company including their names and the names of their directors, officers and employees and their respective addresses, sales figures, and sales conditions of Company;
- (iii) technological data used in conducting the Business, including details as to the procedures and strategies, the fees, discounts, commissions, and other credits of the Company;
- (iv) business data, including data relating to new products, projects, services, promotion campaigns, plans for future development, pricing agreements and joint ventures in which the Company is involved;
- (v) all data in respect of Company personnel, i.e., details of compensation including but not limited to stock options, performance-based incentives and benefits and commission;
- (vi) research and development data relating to the Business;

- (vii) financial data, in particular, concerning budgets, fees and revenue calculations, costs, financial statements, costing, profits, profit margins, profit expectations and inventories of Company;
- (viii) information received by the Company from third parties under obligation of confidentiality;
- (ix) any information derived from any of the above; or
- (x) any copies of the abovementioned information;

but does not include information that is part of public knowledge prior to or after the time of the disclosure (provided it was not made available to the public as result of a prohibited disclosure).

“Effective Date” shall have the meaning assigned to it in Clause 3.1 of this letter;

“INR” shall mean Indian Rupees, being the valid currency of the Republic of India;

“Proprietary Items” shall mean any document, record, notebook, plan, model, component, device, computer software or code, or Confidential Information or trade secret whether embodied in a disk or in any other form, including electronic form;

“Related Entities” shall mean any parent company and / or subsidiaries of the Company including any associated or affiliated company / companies that directly or indirectly control or is controlled by the Company or in any entity in which the Company holds 50% or more equity or voting interest, or any associated or affiliated companies that are under common control of the entity that controls the Company; and

“Term” shall have the meaning assigned to it in Clause 3.1 of this letter.

B. Interpretation

In this letter, unless the context requires otherwise:

- (i) the headings are inserted for ease of reference only and shall not affect the construction or interpretation of this letter;
- (ii) references to one gender include all genders;
- (iii) any reference to any enactment of statutory provision is a reference to it as it may have been, or may from time to time be, amended, modified, consolidated, or re-enacted (with or without modification) and includes all instruments or orders made under such enactment;
- (iv) words in the singular shall include the plural and vice versa;
- (v) any reference to Clause or Schedule (if any) shall be deemed to be a reference to a Clause or Schedule of this letter;
- (vi) Schedules, if any, shall form an integral part of this letter; and
- (vii) any reference to “in writing” or “written” shall include intimation by email but shall exclude text messaging via mobile phones.

SCHEDULE II

POSITION RESPONSIBILITIES:

- The employee will be responsible for conducting demos, sales, and training in the Needle-Free Injection-System (NFIS).
- He / She will also be responsible for answering queries, if any from healthcare professionals.
- The individual will be responsible for creating awareness about the product apart from closing the sale and positively impacting customer satisfaction.
- Develops long-term positive customer relationships, building brand/product loyalty and confidence in the Needle Free Injection System. Post Sales, the employee will be responsible for developing a strong relationship with doctors and thereby increasing utilization.
- Daily visit doctors to introduce our Needle Free Injection System and follow-up regularly.
- Conduct Product Demonstration, Present Clinical Studies & Answer Queries, if any.
- Collaborate with supporting team members and negotiate / close the order.
- Provide detailed training to the doctor, nursing staff and administrative staff.
- Handholding the healthcare professional during administering the initial 5 – 10 patient.
- Follow-Up with doctors regularly to ensure maximum utilization and thereby meeting Monthly, Quarterly & Annual Objectives.
- Develop relationship with Key KOLs/KBLs & conduct CMEs, RTMs etc.
- Assist in brand promotion & conduct vaccination campaigns, corporate tie-ups etc 9
- Readiness to travel anywhere within geography of the city/state as required.

SCHEDULE III
COMPENSATION

Employee Name	Zaheerullah Khan	
Designation	Business Development Executive - Vijayawada	
Date of Joining	15.07.2024	
Total CTC	7,50,000.00	
Salary	Per Month (Rs.)	Per Annum (Rs.)
Basic + DA	28,750	3,45,000
House Rent Allowance	10,063	1,20,756
Conveyance Allowance	1,600	19,200
Training Allowance	19,382	2,32,584
Gross Total (A)	59,795	7,17,540
Employees PF Deduction	1,800	21,600
Professional Tax	200	2,500
Employees ESIC Employee	0	0
Other Deduction	0	0
Income Tax (TDS)	0	0
Deductions (B)	2,000	24,100
Net Pay Salary (A-B)	57,795	6,93,440
Employer PF Contribution	1,950	23,400
Employer ESIC Contribution	0	-
Statutory Bonus	755	9,060
Benefits (C)	2,705	32,460
Total Cost To Company (A+C)	62,500	7,50,000

*Please Note -

1. Health Insurance up to 3 Lakhs will be provided to each employee by the Company
2. Statutory Requirements are not applicable at this time. However, if any such statutory requirements are applicable in future, the respective amount would be further deducted from the then CTC.
3. TDS deducted as per Government norms.
4. The amount of variable pay / bonus, if any, as mentioned herein may depend on the Company's and your individual performance and / or such other factors as the Company may decide and notify from time to time.