



Date: 29-09-2025

Mr. Madhusudhan B S
Healthium Medtech Ltd.
Peenya Bengalore,

Dear Madhusudhan B S

Subject: Appoint as **Officer**

Further to our earlier letter, the Management is pleased to appoint you as **Officer** with effective from 06 October 2025.

Your monthly compensation will be Rs. **34,720/-** on the basis of Cost to Company which includes the following:

- 1) Provident Fund benefits by the Company.

Please return the duplicate copy of this letter duly signed in token of your acceptance. Together with the following necessary documents:

- 01 Copies of Educational/Technical Courses
- 02 Copy of PAN Card
- 03 Copy of Passport
- 04 2 Passport sized photographs
- 05 Last pay slip
- 06 Resignation copy and relieving letter.
- 07 PF and ESI declaration to be submitted at the time of joining.
- 08 Reference details – The appointment shall be subject to satisfactory reference check.

Your appointment is subject to being able to provide the above-mentioned documents and subsequent to background verification.

We welcome you to the FIDELIS family and hope for a long and happy association with you in the future.

Welcome aboard!

Yours Faithfully
For Fidelis Technology Services Pvt Ltd.,



Nagashree K S
Chief Financial Officer

Fidelis Technology Services Pvt. Ltd.

Ajmera Nucleus, 5th Floor, Commercial Building Block – 4, Electronic City Phase 2,
Bengaluru, Karnataka 560100. Ph : +91 80359 1000

Email: Info@fidelisgroup.in website : www.fidelisgroup.in GST : 29AABCF5550A1ZZ CIN : U72100KA2010PTC053482



Annexure - A

Employee Name: Madhusudhan B S

Designation: Officer

Date of Appointment:06-10-2025.

Salary Breakup

Details	Per Month(Rs)	Per Annum(Rs)
Basic+DA	18,200.00	2,18,400.00
HRA	7,280.00	87,360.00
Special Allowance	4,520.00	54,240.00
Gross Pay	30,000.00	3,60,000.00
Empl PF	1,800.00	21,600.00
PT	200.00	2,400.00
Take Home	28,000.00	3,36,000.00
Empr PF	1,950.00	23,400.00
Insurance	270.00	3,240.00
Bonus	2,500.00	30,000.00
Cost to Company	34,720.00	4,16,640.00

Note: Please note that your tenure for this company will be only for One Year (06th October 2025 to 05th October 2026). The salary is subjected to Income Tax deduction (if applicable) as per the regulation of the Government of India. Your salary is strictly confidential. The salary slip would be sent to your email ID provided in the resume submitted to us at the time of joining.

Salary is inclusive of all statutory payments and the same would be credited your account (Account Number to be intimated by you) in the form of amount transfer or cheque payment as the case may be.



Authorized Signatory

Madhusudhan B S

Acceptance by the Employee

Fidelis Technology Services Pvt. Ltd.

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Employment Terms and Conditions

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THIS AGREEMENT made as per the above-mentioned offer letter details between Fidelis Technology Services Pvt Ltd and Employees as mentioned in above Offer letter.

WHEREAS the Employer desires to obtain the benefit of the services of the Employee, and the Employee desires to render such services on the terms and conditions set forth.

IN CONSIDERATION of the promises and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged) the parties agree as follows:

1. DUTIES AND RESPONSIBILITIES:

This is an executive position involving continuous responsibility and does not entitle you to any compensation for overtime, for which you have already been compensated with various other allowances. The work environment requires flexibility, and you will need to undertake additional related duties from time to time, which may include local as well as overseas travel.

In addition to the above you shall perform such duties as the Employer may assign to you from time to time. The Employer reserves the right to transfer you within its offices in India or abroad. The Employer may also transfer you from one department / unit to another (either existing or to be set up in future) or to a group entity of the Employer, at the Employer's sole discretion. Any such transfer shall be on the same terms and conditions as are specified herein. The Employer also reserves its right to depute you in any other company or entity, for providing the required services that may be decided between the Employer and the Company.

During the course of such deputation, you will carry out all reasonable and lawful instructions given either verbally, in writing or through any electronic medium by the authority to whom you report to in the in the Company.

2. RESPONSIBILITY ON DEPUTATION:

During your employment, the employer may depute you to work at their customer or business partner organizations. You shall not under any circumstance or at any point in time claim or demand to be on the rolls of the company where you are deployed, as an employee of that company or claim any benefits of employment from that company.

Any benefit or emolument that you may receive during your period of deputation in a company for providing services, shall not be construed to imply an employer -employee relationship between such company and you.

3. REMUNERATION AND BENEFITS:

In consideration of the duties and obligations, the Employee shall be entitled to the remuneration and other employee benefits, both statutory as well as non-statutory, in accordance with the Annexure. The remuneration payable to the Employee will be effective from the date of joining and shall be reviewed on a periodic basis as the Employer at its sole discretion may decide and may be revised or maintained as determined by the Employer. The Employer shall deduct from all compensation or benefits payable pursuant to this Agreement such withholding and other taxes as are required by Applicable Law, any debts owed by the Employee to the Employer and any deduction from remuneration to which the Employee has previously signified his consent.

The Employee shall not be entitled to any benefits over and above what he is entitled to under this Agreement. The holidays and the leave entitlement of the Employee shall be governed by the Employer's policies as amended from time to time by the Employer in its sole and absolute discretion.

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During the term of this Agreement, the Employee's salary shall be paid by means of bank transfer, cheque, or any other method convenient to the Employer, and consented to by the Employee.

All reasonable expenses arising out of employment shall be reimbursed assuming that the same have been authorized prior to being incurred and with the provision of appropriate receipts and as per the reimbursement policy of the Employer.

4. CONDUCT AND DISCIPLINE:

You agree to devote your full business time, attention, skill, and effort exclusively to the performance of the duties that the Employer may assign to you from time to time. You may not engage in any business activities or render any services of a business, commercial, or professional nature, directly or indirectly, whether or not for compensation, for the benefit of anyone other than the Employer, unless the Employer has given its consent in writing in advance.

During your employment, you agree not to undertake any activity, which creates, or could create, an actual or perceived conflict of interest with your employment, or which in any way compromises your duty of loyalty to the Employer.

You may not enter any pecuniary obligations that would render you financially embarrassed. You will be expected to disclose certain financial transactions and agree to abide by the Employer's policies and procedures related to conflicts of interest, ethics, and insider dealings.

You shall not sign any agreement, document, or letter on behalf of the Employer, unless authorized in writing by Managing Director of the Employer. Please note that if you sign any such document without obtaining the requisite authorization, all obligations incurred in respect of the same shall be treated as your personal responsibility, and you shall indemnify and keep the Employer indemnified from all liabilities and responsibilities that may be incurred in connection with the same.

The Employer shall not be responsible or liable to any company to which you have been deputed for providing services, for any acts of misfeasance or malfeasance, committed by you during the course of your deputation in such company. You shall be personally responsible and liable to the company, for such acts of malfeasance or misfeasance that may be committed by you during your deputation in such company.

You agree to comply with such rules and regulations as the Employer may adopt from time to time. You shall stay abreast of the new or amended rules, regulations & policies of the employer and comply accordingly.

The Employee shall always ensure that his/her conduct is in accordance with all the rules, regulations and policies of the Company as notified from time to time, including but not limited to Leave Policy and Sexual Harassment Policy.

The Employer hereby prohibits the Employee from engaging in any sexual harassment and the Employee promises to refrain from any form of sexual harassment during the course of employment in and around the premise of employment. If the Employee violates this term in the agreement, he shall be fully responsible for his/her actions and the Employer shall not be held responsible for any illegal acts committed at the discretion of the Employee.

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5. PROBATION:

a. It is understood and agreed that the first Three months of employment shall constitute a probationary period ("Probationary Period") during which period the Employer may, in its absolute discretion, terminate the Employee's employment, without assigning any reasons and without notice or cause.

b. After the end of the Probationary Period, the Employer may decide to confirm the Employment of the Employee, in its sole discretion.

After the end of the Probationary Period, this Agreement may be terminated in accordance with "Termination" clause of this Agreement.

c. Termination:

Under this employment agreement you will have an option of terminating the employment. You may exercise this option by providing the Company Thirty days written notice. During the period covered by the Minimum Notice (the Notice Period), you (i) shall remain employed by the Company and its Subsidiaries and (ii) shall not commence employment with any other employer or directly or indirectly induce or solicit any client of the Company or any of its subsidiaries to terminate or modify its relationship with any of them.

The Employer may terminate this Agreement and the Employee's employment at any time, without notice or payment in lieu of notice.

Your employment may, however, be terminated forthwith without notice or payment in lieu of notice should you be found guilty of any breach or neglect of any of the terms of this letter, or of any of the duties expressed or implied in this letter or any duties which may from time to time be assigned to you by the Employer. Termination could also happen if background verification is not clear. Any termination or resignation happening within a year of joining the organization would lead to a deduction of background verification charges incurred which is done by a Third-party vendor.

In the event of the termination of your employment pursuant to this clause, you shall be paid all remuneration which may be due to you till the date of termination and such amount shall be received by you in full satisfaction and discharge of all claims and demands whatsoever which you may otherwise have against the Employer in connection or arising out of this letter or your employment hereunder but without prejudice to any claim the Employer may have against you arising out of any breach or non-performance by you of any of these obligations under this letter.

Upon the termination of your employment for whatever reason, you shall immediately deliver to the Employer all records, documents, plans, letters, papers, computer files and other materials of every description (including all materials made or compiled by you, as well as to all materials furnished to you by anyone else in connection with your employment and all copies of or extracts of any such materials) within your possession or control relating to the affairs and business of the Employer.

Subject to the other terms of this Agreement upon cessation of this Agreement for any reason (either by way of termination by the Employer or resignation by the Employee or retirement of the Employee in accordance with Employer policies), the Employee shall cease to be an employee of the Employer.

Notwithstanding any term to the contrary herein, or in any of the Other Agreements, this Agreement shall run contemporaneously with the Fidelis Client's agreements or its business, and any actions or events which

shall operate to terminate the Fidelis Client's agreement or its business shall automatically terminate this Agreement simultaneously.

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6. Representations and Warranties:

You represent and warrant to the Employer that: (1) you are free to enter into employment with the Employer without violation of any third-party rights and that your employment with Employer will not result in a violation of any agreement or restrictive condition you may have with any third party including any former employer; (2) you are not a party to any arrangement or agreement which will compromise your ability to carry out your duties for Employer; (3) all information provided by you to the Employer, including information set forth in your resume, information provided during the interview process and information in any employment application, is truthful and accurate; and (4) you will not disclose to the Employer, or induce the Employer to use, any confidential or proprietary information or materials belonging to any third party, including any previous employers.

7. CONFIDENTIALITY AND ASSIGNMENT:

In the course of your work for the Employer, you are likely to become aware of information which is commercially sensitive or valuable to the Employer (and/or its group entities) concerning its organisation, marketing, finance, or other affairs.

You are precluded from:

- Revealing any such information, directly or indirectly to anyone without express written authority of the Employer.
- Using or attempting to use such information in any manner which may injure or cause loss either directly or indirectly to the Employer (and/or its Group Entities) or any of its / their business (es).

You also agree to keep confidential all matters pertaining to your salary, increases in salary, any bonuses, stock options you may be granted, etc. The obligation to keep information confidential continues even after termination of employment.

“Confidential Information” includes but not limited to any trade secret or other information which is confidential or commercially sensitive and which is not in the public domain (other than through the wrongful disclosure by the Employee) and which belongs to Company (whether stored or recorded in documentary or electronic form) and which (without limitation) relates to the business methods, management systems, marketing plans, strategic plans, finances, new or maturing business opportunities, marketing activities, processes, inventions, designs or similar of Company, or to which Company owes a duty of confidentiality to any third party and including in particular Confidential Information which the Company may declare from time to time.

The Employee acknowledges that any work including without limitation inventions, designs, ideas, concepts, drawings, working notes, artistic works that the Employee may individually or jointly conceive or develop during the term of Employment are “works made for hire” and to the fullest extent permitted by law, Employee shall assign, and does hereby assign, to the Employer all of Employee's right, title and interest in and to all Intellectual Property improved, developed, discovered or written in such works.

Employee shall, upon request of the Employer, execute, acknowledge, deliver and file any and all documents necessary or useful to vest in the Employer all of Employee's right, title and interest in and to all such matters.

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8. NON- COMPETE:

Your position with the Employer requires considerable responsibility and trust. Relying on your undivided loyalty, the Employer expects to entrust to you highly sensitive confidential, restricted, and proprietary information involving the Employer business. It could prove very difficult to isolate this confidential information from business activities that you might consider pursuing after termination of your employment with the Employer, and in some instances, you may not be able to compete with the Employer in certain ways because of the risk that the Employer's confidential and proprietary information might be compromised. You are legally and ethically responsible for protecting and preserving Employer's confidential information and proprietary rights for use only for the Employer's benefit, and this responsibility may impose limitations on your ability to pursue certain business opportunities that might interest you during or after your employment.

9. RECEIPT OF PAYMENTS AND BENEFITS FROM THIRD PARTIES:

Neither the Employee nor the Employee's Relatives, nor any company or business entity in which the Employee or the Employee's Relatives have an interest, are entitled to receive or obtain directly or indirectly any payment, discount, rebate, commission or other benefit in respect of any business transacted (whether or not by the Employee) by or on behalf of the Company or any Affiliate or associated company; and if Employee, Employee's Relatives or any company or business entity in which Employee or Employee's Relatives have an interest, directly or indirectly obtain any such payment, discount, rebate, commission or other benefit; the Employee shall forthwith account to the Company or its Affiliates or the relevant associated company for the amount received or the value of the benefit so obtained.

You will not borrow or accept any money, gift, reward, or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person/client with whom you may be having official dealings.

10. Coverage of Mediclaim and Accidental Insurance:

You are covered under Group Medical Insurance and Accidental Insurance Policy while on duty, up to a maximum limit of Rs.100, 000/- and a sum of Rs.100,000/ - respectively per annum, subject to the terms and conditions of the Insurance Company.

11. Your salary is strictly confidential.

12. The offer is subject to satisfactory investigation of the following credentials produced by you at the time of joining.

- Proof of age.
- Entry Qualification Certificate(s).
- Salary and Services certificate(s) from the last employer.

13. All disputes are subject to Bangalore (Karnataka) Jurisdiction only

Other conditions of your engagement will be based on the rules in force and as modified from time to time.

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14. REMEDIES:

Notwithstanding anything contained herein, the Employee acknowledges that a breach of any of the covenants contained in this Agreement could result in irreparable injury to the Company for which there might be no adequate remedy at law, and that, in the event of such a breach or threat thereof, the Company shall be entitled to obtain remedies available under Applicable Law including but not limited to injunctive relief through any court of competent jurisdiction. The injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have at law or in equity.

15. SEVERABILITY:

Each of the provisions of this Agreement is severable. If any provision of this Agreement (or part of a provision) is found by any competent authority to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

16. PARAGRAPH HEADINGS:

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

17. RETIREMENT:

You shall retire from the employment of the Company at the end of the month in which you attain 58/60 years of age.

18. NOTICES:

Notices may be given by you to the Company at its registered office address. Notices may be given by the Company to you at the address intimated by you in the official records.

19. APPLICABILITY OF COMPANY POLICY:

The Company shall be entitling to make policy declarations from time to time pertaining to matters like leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on you and shall override this Agreement to that extent.

DECLARATION

I hereby declare and affirm that I have carefully studied and understood the terms and conditions of employment and I Undertake to abide by the said terms and conditions.

IN WITNESS WHEREOF, the Employee has hereunto set his hand, and the Employer has caused these presents to be executed in its name and on its behalf, all as of the day and year first above written.

Name: Madhusudhan BS

Signature:

Date 01/10/2025

Fidelis Technology Services Pvt. Ltd.

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