

Date: 13th December, 2024

To,
Mr. Vidhyadhar Dubey,
Meerak Pur, Sikandar,
Allahabad, Uttar Pradesh – 212109.

Subject: Your appointment as a Consultant

Dear Mr. Vidhyadhar,

We refer to our discussions and your proposal and are glad to appoint you as a **Consultant** for providing services for the sales function TI Medical Pvt. Ltd. as per the terms and conditions mentioned herein below:

1. SCOPE AND DELIVERABLES:

1. Achieving sales target
2. Scouting for distribution partners for sales of TI Medical Products on non-exclusive basis in your assigned territories
3. Any other responsibilities that may be assigned from time to time.

2. REPORTING:

During this assignment you will report to Mr. Sanjeev Sharma

3. TERM:

This agreement shall be valid for a period of three Months (3) Months commencing from 01st December 2024 to 31st March 2025. The Agreement may be renewed for further periods at the sole discretion of Company and based on mutual consent.

4. CONSULTING FEE:

In consideration of the services to be provided by the Consultant under this Agreement, the Company shall pay to the Consultant a sum of Rs. 50000 p.m. (Rupees Fifty Thousand Only) excluding GST, towards consulting fee.

Expenses incurred for mobile phone and travel will be reimbursed as per the existing Policy of the Company.

The Consultant shall pay GST within such time as may be prescribed by the authorities. If the Company is not able to take input credit of GST for any reason whatsoever attributable to the Consultant, the Company shall be entitled to adjust such amounts on the future payments of the Consultant.

5. TERMINATION:

This agreement can be terminated by either party by giving one month's notice or with mutual consent.

6. INDEPENDENT CONTRACTOR

The relationship between parties shall be that of an independent contractor and nothing in this Agreement will be construed to create a partnership joint venture, principal-agent or employer-employee relationship.

7. CONFIDENTIALITY:

The Consultant shall hold in strict confidence all documents and information ("Confidential Information") received or becomes known to them. The Consultant shall use the Confidential Information solely for the purpose of providing services mentioned under this agreement and shall not disclose the Confidential Information to third parties. Upon termination of the Agreement, the Consultant will promptly return, or destroy upon request all confidential information in tangible form and all copies of Confidential Information in his possession or under his control, and will destroy all copies of Confidential Information. Upon request, the Consultant will certify in writing of his compliance with this Clause. Confidentiality obligation set forth herein shall survive any termination or expiry of his engagement with the Company. The Consultant will execute a Non-Disclosure Agreement (NDA) with the company.

8. EXCLUSIVITY:

You are required to devote your full time, attention and abilities to your job duties during working hours, and to act in the best interests of the Company.

You must not, without the written consent of the Company, in any way directly or indirectly (i) be engaged or employed in, or (ii) concerned with (in any capacity whatsoever) or (iii) provide services to, any other business or organization where this is, or is likely to be, in conflict with the interests of the Company or where this may adversely affect the efficient discharge of your duties.

9. INDEMNITY:

The Consultant shall indemnify and hold the Company, its directors, employees, harmless from and against all claims, demands, penalties, fees, damages, liabilities, costs and attorney fees, incurred by the Company, which may directly or indirectly result from or arise in connection with any negligent act or omission or due to the Company acting in consonance with the advice of the Consultant or any breach of this Agreement.

10. GOVERNING LAW AND JURISDICTION:

This Agreement shall be construed and governed for all purposes in accordance with the laws of India.

Parties specifically agree that Courts in Mumbai alone shall have exclusive jurisdiction to try any disputes that may arise between them under this Agreement.

For **TI Medical Pvt Ltd**



Rajiv Kohli
Executive Vice President

Agreed and accepted by
Vidhyadhar Dubey