

June 18, 2025

ENGAGEMENT / APPOINTMENT LETTER

To,

Mr. Reeju P
11-C, Veegaland Kingstown,
Ambili Nagar, Kottakakam,
Tripunithura, Cochin - 682301
E. Code: LY-0717

Dear Reeju,

With reference to your application and the subsequent interview, we are pleased to appoint you at the position of "Sales Manager - Lyceum" with **Lyceum Life Sciences Private Limited**. We are hiring you as Sales Manager to deliver & follow Company's norms & strategies in toto at your areas, which shall be elaborated to you at the time of your joining.

Date of Joining: Your appointment and terms below are effective **10 May 2025**.

Place of work: You shall be initially based at **Cochin, Kerala also taking care of Karnataka and Tamilnadu State**.

Probation: You shall initially be on probation for the period of six months from the date of joining the Company. The same may however, be extended if so deemed necessary by the management of the Company.

You shall be deemed to be continuing in our employment as a probationer, until your services are confirmed in writing.

The probation period is liable to be extended at the discretion of the Management to enable you to achieve the expected standard of performance.

During your probation, your employment may be terminated by the Company at any time without any notice period and without assigning any reason whatsoever. Provided, if you wish to resign during such probationary period, you will be required to provide notice.

Remuneration and taxes: You shall be paid a consolidated annual CTC of **INR 1,248,000.00/- (Twelve Lacs Forty Eight Thousand Rupees only)** as per attached details in Annexure-1.

You shall be required to keep the details of the same confidential at all times. Your performance and contribution to the Company will be an important consideration for increments and promotions. You shall be solely responsible for payment of any or all taxes, direct or indirect, state or local, whether payable in India or elsewhere, which may result from your remuneration and shall not be entitled for reimbursement in regard thereto from the Company. You shall discharge any such tax liability within the time periods stipulated in this regard under applicable laws. In respect of any remuneration to be paid by the Company to you pursuant to this Letter, such remuneration shall be subject to any deductions and withholdings required to be deducted or withheld by the Company under applicable laws.

TERMS & CONDITIONS: You are expected to abide by the Company's Terms & Conditions:

1. **General Employment Obligation:** During the period of your employment with the Company,
 - ❖ You shall devote yourself to the best of your ability and experience, your whole working time, attention and energies to the business of the Company as may be necessary and shall use your best endeavours to promote the interest and welfare of the Company. Further, during the term of your employment, you will not directly or indirectly take up or engage in, any other business, occupation or employment or assignment or any office.

Reeju P
11-C, Veegaland Kingstown,
Ambili Nagar, Kottakakam,
Tripunithura, Cochin - 682301

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whether or not such activity is pursued for profit, gain or other pecuniary advantage and you shall not render any other commercial or professional services or participate in any other commercial activity without the prior written permission of the Company.

- ❖ You shall fully acquaint yourself with the various laws, orders, rules, regulations, notification etc. of the Central, State, Local and/or any other authority in force from time to time in so far as they relate to the discharge of your duties and responsibilities and see that all the requirements there under as also the principles of sound commercial practice are fully observed and complied with.
- ❖ You shall not pledge the Company's credit and/or make representation unless you are specifically and duly authorized in that behalf.
- ❖ You shall properly account to the company for any goods and/ or money belonging to the company that may come in your hands during the course of your employment.
- ❖ You will abide by the rules & regulations / standing orders of the Company in force, at present, and as varied from time to time.
- ❖ You will not engage in any activity which is detrimental to the interest of the Company.
- ❖ You will keep the Company informed of any change in your residential address or any other personal particulars relevant to your employment, immediately upon the occurrence of such change.
- ❖ If you conceive any new advanced methods of improving processes/formulae/systems in relations to the operations of the Company, such developments must be brought to the notice of the Company and will remain the sole right and property of the Company. You will do all acts and execute all documents as shall be required by the Company to more effectively transfer/assign such developments to the name of the Company.
- ❖ Without prejudice to the obligations set out herein, you will be liable to carry out such other duties/ obligations as may be given by the Board of Directors from time to time.
- ❖ The foregoing constitutes the entire agreement as regards the terms and conditions of your service with the Company and they shall be subject to such modifications and amendments as may be introduced from time to time as per the Company's rules & regulations. This Letter supersedes any and all other agreements, either written or oral, between you and the Company regarding your employment. No amendment, modification or discharge of this Letter shall be valid or binding unless set forth in writing and executed by both the parties. No waiver shall be valid unless given in writing by the Party from whom such waiver is sought.

2. Representations:

- ❖ **Authority:** You represent and undertake that you have full power and authority to enter into and deliver this Letter and to perform the transactions contemplated hereby and this Letter constitutes legal, valid and binding obligation on you.
- ❖ **No Conflicting Obligations:** You represent and undertake that you will comply with all the obligations under this Letter and you are not subject to any obligations or commitments which are inconsistent with the obligations set out under this Letter. You further agree to notify the Company immediately if any such interest or obligation arises.
- ❖ **Qualifications:** You confirm that all the qualifications educational as well as professional declared by you in your curriculum vitae are true and correct. You shall produce the original certificates evidencing your educational qualifications and such other documentary proof as and when required by the Company.

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3. **Transfer:** During your employment with the Company, the Company may at any time, at its sole discretion, transfer or depute you from one place to another anywhere in India or abroad and/ or from one department to another within the Company and/ or its affiliates/ associates/ group companies/ subsidiaries whether existing today or which may be set up in future.
4. **Leave:** You shall be entitled for leave of such time and of such duration as Company may grant depending upon the exigencies, in accordance with the Company's rules and regulations in force, introduced hereafter or modified from time to time.
5. **Traveling:** In the course of your employment, you may be required to undertake traveling either in India or elsewhere in connection with the Company's business, according to the directions and instructions issued by the Management, from time to time, for which you will be reimbursed expenses in accordance with the rules. Please refer to **Annexure - 1** for your present allowances while working in field, if applicable.
6. **Use of Internet and E-mail:** During the course of your employment, you shall have access to email and the Internet. You shall ensure that at all the times use of the email and Internet facilities at work meets the ethical and social standards of the workplace. Whilst a reasonable level of personal use is acceptable to the Company, this must not interfere with your employment duties or obligations, and must not be illegal or contrary to the interests of the Company. You shall comply with all email and Internet policies issued by the Company from time to time. You undertake and agree to update your professional profile accordingly on social media when you are no longer employee of the Company.
7. **Retirement:** You shall retire on the attainment of 60 years unless specially required by the Company in writing to continue in service beyond this age. Your employment shall stand terminated on the date of your retirement.
8. **Code of Conduct:** All Company policies in relation to the code of conduct shall be deemed to have been incorporated into this Letter by reference. All personal policies of the Company and the related rules (if any) shall also be applicable to you.
9. **Background Check:** Your employment will be subject to employment verification by means of a background check as mentioned in our offer letter. The management of the Company is free to take necessary and appropriate action in case of any discrepancy found in the verification report including termination of service without notice.
10. **Governing Law and Jurisdiction:** This Letter shall be governed and construed in accordance with the laws of India. Any cause of action for the dispute arising out of the Letter between the Company and the employee will be subject to exclusive jurisdiction of courts of Ahmedabad city whether they be civil courts, labor courts, industrial tribunals or any other courts or authority whatsoever nature.
11. **Arbitration:** All disputes and/or differences arising in connection with this Letter shall, to the extent possible, be settled amicably by prompt good faith negotiations between the parties. In default of such amicable settlement within 30 days of the commencement of discussions, such disputes and/or differences shall be referred to arbitration which shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The dispute and/or differences shall be referred to a panel of a single arbitrator. The place of arbitration shall be Ahmedabad and the language of arbitration shall be English. The arbitrator's award shall be substantiated in writing. The arbitrators shall also decide on the costs of the arbitration procedure. The parties shall submit to the arbitrators' award and the same shall be enforceable in any competent court of law.
12. **Notice Period:** In case of resignation from the services of the Company, you shall serve one months' notice with advance intimation in writing.

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13. Termination:

13 (a). Termination by Notice:

- ❖ During your employment with the Company, the Company will be entitled to terminate your services without assigning any reason, by giving you notice in writing or by the payment of salary in lieu of such notice. In the event of you desiring to leave the services of the Company, you shall give the Company a prior written notice of failing which you shall be liable for a payment in lieu of notice/short notice of basic salary or in the case of a shorter notice, an amount calculated on the monthly basic salary or on pro-rata basis for the remaining notice period as the case may be, prior to the date of being relieved from the Company. However, the Company may, at its sole discretion relieve you from your duties at any time during the notice period, and in that event, you will be paid salary only up to your last working day.
- ❖ On ceasing to be in the employment of the Company, you shall return forthwith all the properties of the Company that are entrusted at the time of employment and/or during the course of employment with the Company.

13 (b). Termination for Cause:

- ❖ Notwithstanding any other term of this Letter, your employment with the Company can be terminated immediately by the Company (without prejudice to and in addition to any other remedy available to the Company) if in the sole opinion of the Company, you have:
- ❖ neglected or failed to attend the Business of the Company or failed to comply with the directions of the Board; or
- ❖ Failed to qualify for any professional or job-related certification reasonably required by the Company, you can be asked to join for any Meeting/Performance Improvement Plan/Training & Development Program at any place decided by the Company during your employment; or
- ❖ violated Company or applicable statutory and regulatory policies, enactments, rules or regulations, misappropriated any property of the Company; or
- ❖ carried out any dishonest or fraudulent conduct or act or any breach of trust or breach of faith whether or not the same causes any actual harm or damage or loss to any person including the Company; or
- ❖ divulged or disclosed, either directly or indirectly, any of the Confidential Information either by way of transfer, sale, theft, misappropriation, publication, misuse or wrongful or unauthorized use of the Confidential Information or otherwise; or
- ❖ are adjudged insolvent or have applied to be adjudged/an applicable is made to adjudge you an insolvent or made any compromise or arrangement with your creditors; or
- ❖ in any way, are in a position, which the Company believes, prevents or will prevent you from fulfilling your duties or functions; or
- ❖ breached any of the terms, conditions or stipulations of this Letter,
- ❖ committed any serious or persistent breach of your obligations in this Letter;
- ❖ if you are guilty of a grave misconduct, dishonesty, moral turpitude, willful and/ or neglect in the discharge of your duties;
- ❖ if you are absconding i.e. absent from work without permission and without acceptable reasons for more than 3 days;
- ❖ if you are or become of unsound mind;
- ❖ if you are or become convicted of any criminal offence other than an offence which in the reasonable opinion of the Company's management would not bring yourself or the Company into disrepute and would not affect your ability to carry out your duties effectively and efficiently;
- ❖ if you are unable to perform your duties hereunder for reasons other than death or permanent disability;

14. Return of Documents/ Company Property: Upon termination of your employment:

- ❖ You shall immediately and without claim for any compensation, damages or otherwise, resign from all positions and offices held by you in the Company (if any); and

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- ❖ You shall deliver to the authorized representatives of the Company in proper order and condition all books, documents, materials and any other property or assets relating to the Business or affairs of the Company which may then or thereafter be in your possession or under your control in any case without retaining copies of the same in any form or media.

15. Confidentiality:

In the course of your employment, and due to the nature of your job scope, you will have access to and become privy to information relating to any proprietary business, methods, organization, operations, product formulation, dealings, properties, assets, technologies, techniques, technical data, services, financial affairs, management, software, developments, inventions, processes, formulas, designs, drawings, engineering, hardware configuration information, future plans, research, product plans, marketing plans, lists of suppliers and customers, trademarks, trade names, service marks and other confidential and proprietary information of Company and/or any third party with whom the Company has business dealings (herein after referred to as "Confidential Information"). You shall not at any time or for any reason, whether during the employment or after its termination, use or disclose to any person or entity, any Confidential Information relating to the Company's Business except where release of such information may be reasonably necessary to enable the employee to fulfil their duties and obligations under the agreement. You shall not disclose any Confidential Information, data or trade secrets to any other person or entity that is not authorized to receive it. You shall not attempt to use any confidential information, data or trade secrets in any manner, which may injure or cause loss, whether directly or indirectly, to the Company.

- ❖ You shall not during the term of your employment or at any time thereafter, use or permit to be used, any information, notes or memoranda relating to the Business and/ or transactions of the Company and/ or its affiliates/ associates/ group companies/ subsidiaries which may come to your knowledge and/ or possession by virtue of his employment with the Company for any purpose other than for the benefit of the Company.
- ❖ The components of your remuneration package are strictly confidential and are not to be discussed with anyone other than your Reporting Manager and/ or the HR of the Company. Breach of confidentiality can result in instant dismissal or disciplinary proceedings.
- ❖ The provisions of above paragraph shall not apply to any Confidential Information which at the time of disclosure is generally available to the public or thereafter becomes generally available to the public, provided such information is or becomes available through no act attributable to you.
- ❖ If you are requested to disclose any Confidential Information by a court of competent jurisdiction, you will immediately notify the Company so as to permit the Company to seek a protective order or take other appropriate action. You shall cooperate in the Company's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded the Confidential Information. In the event that such protective order is not obtained, you may disclose that portion of the Confidential Information which you are required to disclose to the court and you shall not be liable for such disclosure.
- ❖ You shall return to the Company or destroy any and all Confidential Information, including, without limitation, copies thereof and all documents, memoranda and other writings prepared by you based on the Confidential Information.
- ❖ **Intellectual Property Information:** You may in the course of your employment conceive, develop or contribute to material or information related to the Business of the Company, Intellectual Property Rights. The Company shall exclusively own all Intellectual Property Rights which you conceive, develop or contribute to in the course of the engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patents, trade secrets and trade-mark rights in or relating to the Proprietary Property.

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- ❖ You hereby assign all existing and future Intellectual Property Rights in the services and works to be performed by you, including all materials embodying such rights to the fullest extent permitted by law. Insofar as they do not so vest automatically in the Company by operation of law, you agree that you will hold legal title in such rights on trust for the Company.
- ❖ You agree that you will, at the expense of the Company, at any time either during or after the termination of your employment, execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of the Company, be necessary or desirable to vest the Intellectual Property Rights in, and to register them in, the name of the Company and to co-operate with the Company and assist the Company in defending against claims and works embodying Intellectual Property Rights infringed by third parties, and otherwise to protect and maintain the Intellectual Property Rights of the Company.
- ❖ For the purpose of this paragraph, "Intellectual Property Rights" mean any registered and/or applied for registration and pending, patents, trademarks, service marks, designs, utility models, plans, techniques, copyrights, design/copyright applications, moral rights and neighbouring rights, trade or business names, marketing, internet domain names, documentation and records regardless of the form or media, if any, on which such is stored, inventions (including but not limited to improvements or additions to the inventions and whether or not patentable), processes, geographical indications, trade secrets, know-how, research related effort in relation to the above, including (i) relating to the Company's present or future services, sales, research or activities or investigations or (ii) relating to ideas which have or may be conceived or work or investigations which have or may be originated or carried on by you in connection with the Business of the Company or based upon Confidential Information gained in the course of the your employment with the Company.

16.

- ❖ **Non-Hire:** You shall not, directly or indirectly, either by yourself or through any firm or company or person, induce or influence or seek to induce or influence, any person who is engaged as an employee, agent, consultant or otherwise by the Company, any of its subsidiaries or affiliates to engage or otherwise participate in any activities, or to terminate their employment/engagement with the Company or any of its subsidiaries or affiliates.
- ❖ **Non-Competition and Non-Solicitation:** You agree that except with the prior written consent of our management, during the term of your employment with the Company ("Non-Compete Period"): You shall refrain from engaging in any similar or Competing Business as that of the Company or its Affiliates, either as an individual, employee, consultant, independent contractor, partner, shareholder, unit holder member or in association with any other Person, or in another capacity, except on behalf of the Company. For the purposes of this Clause, "Competing Business" shall mean, any Person, directly or indirectly, engaged in the business of manufacturing and/or marketing of pharmaceutical products (the "Business").
- ❖ You shall not, in any manner directly or indirectly:
- ❖ set up, solicit business on behalf of, render any services to, engage in, guarantee any obligations of, extend credit to, or have any ownership interests or other affiliation in, any business or other endeavour, (whether directly or indirectly), which is engaged in the business of a similar nature as the Business or competitive with the Company;
- ❖ Interfere or seek to interfere or take such steps as may interfere with the continuance of the business between the Company or by any subsidiary (or the terms relating to such distribution) with the distributors of the Company or any subsidiary; and
- ❖ assume management, directorship, or lead responsibility in any Company without obtaining the prior written approval of all the investors in the Company;
- ❖ enter into any agreement or arrangement relating to any business that is the same as or similar to the Business, with any Person involved in the same or which would result in the business of such Person becoming a business that is the same as or similar to the Business and/or that of its subsidiaries or otherwise competes with the Business and/or that of its subsidiaries;

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- ❖ engage in and/or agree to engage in any other act or thing analogous to the foregoing that might reasonably be expected to prejudice the interests of the Company and/or its subsidiaries;
- ❖ solicit, render services to or for, or accept from, anyone who is a client, customer, or a supplier of the Company (whether present or future), any business of the type performed by the Company, or persuade or attempt in any manner to persuade any client, customer, or supplier of the Company to cease to do business or to reduce the amount of business which any such client, customer, or supplier has customarily done or is reasonably expected to do with the Company, whether or not the relationship between the Company and such client, customer, or supplier as the case may be, was originally established, in whole or in part, through the Employee's efforts;

17. You confirm and acknowledge that each of the covenants contained herein above shall be a separate covenant and shall be enforceable separately and independently of any of the other covenants against you and its validity shall not be affected if any of the others is invalid; if any of the covenants is void but would be valid if some part of the covenant were deleted the covenant in question shall apply with such modification as may be necessary to make it valid.

18. Professional who would be in field job, must have 125 doctors in his MCL and he or she should have minimum 90% monthly coverage of MCL and to make 250 calls as per visit norms set by company. Every working day must have minimum 10 doctors calls and 5 chemist's call. This rule is sacrosanct and no deviation in this regard is accepted by Management.

Wish you all the very best,

For Lyceum Life Sciences Private Limited,

H. B. Shah

Hardik B. Shah
Human Resources

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Annexure-1

Salary and Expense Reimbursement Details

Name - Reeju P
 Designation - Sales Manager - Lyceum
 Location - Cochin

Salary Details-

Salary Breakup		
Heads	Amount/ Month (INR)	Amount/ Year (INR)
Basic	41,600.00	499,200.00
HRA	20,800.00	249,600.00
Special Allowance	39,800.00	477,600.00
Gross Salary (A)	102,200.00	1,226,400.00
Provident Fund (Employer's Contribution)	1,800.00	21,600.00
E.S.I.C. (Employer's Contribution)	0.00	0.00
Other Benefits (B)	1,800.00	21,600.00
Total Cost to Company (A+B)	104,000.00	1,248,000.00

Statutory Deduction (Employee's Contribution)

Provident Fund (Employee's Contribution)	1,800.00	21,600.00
E.S.I.C.	0.00	0.00
PT	200.00	2,400.00
Net Salary (In Hand Salary)	100,200.00	1,202,400.00

- * PF to be deducted @ 12% of Monthly Gross salary or INR 1800/- whichever is lesser
- * Professional Tax of INR 200/- to be deducted, if Monthly Gross is more than INR 12000/-
- * Applicable Taxes on Income to be borne by employee.

Working Allowance-

Heads	Amount (INR)
D.A.-Local	525/-
D.A.-Ex Station	575/-
D.A.-Out Station	Rs. 1500 /- (WITHOUT BILL) - INCL. Food + Stay + Local Transportation Rs. 2500 /- (WITH BILL) INCL. Food + Stay + Local Transportation
Travelling Allowance	INR 3.0 /- Km (1 km - 150 km) INR 2.5 /- Km (151 km - 300 km)
Other Expenses	In actuals up to Rs. 1000/- Month - (Incl. Tele. + Internet + Xerox & Courier)

All Expenses needs to be prior approved by supervisor for any claims.
 All Payments are subject to Income Tax deductions
 Sales Incentives, if any, will be added to Bonus component

For Lyceum Life Sciences Private Limited,

H. B. Shah

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