

EMPLOYEE CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This **EMPLOYEE CONFIDENTIALITY AND NON-COMPETE AGREEMENT IS EXECUTED AT BANGALORE**
ON THIS THE DAY BY & BETWEEN

- (1) **M/s. HEALTHIUM MEDTECH** Limited, a Company incorporated in India under the provisions of the Companies Act, 1956 and having its registered office is at 472-D, 13th Cross, IV Phase, Peenya Industrial Area, Bangalore – 560 058, hereinafter referred to as the **Company** duly represented by its **Authorized Signatory and Chief Financial Officer Mr. Sudeep Dhariwal** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the
FIRST PART;

AND

Mr./Ms. Vijaya Shetty is an individual residing at

26/141st Cross Nagasethihalli, Bengaluru - Pin - 560094

hereinafter referred to as the **Employee** of the **SECOND PART**.

WHEREAS:

- A. The Company and the Employee desire to enter into an agreement, embodying certain terms pertaining to Non-Competition: Confidentiality: Non-Solicitation and Ownership of Developments in relation to the employment of the Employee with the Company;
- B. The Company and the Employee agree that the Employee will have a prominent role in the management of the business, and the development of goodwill of the Company and its affiliates, and will establish and develop relations and contacts with the principal customers and suppliers of the Company and its affiliates, in India and the rest of the world, all of which constitute valuable goodwill of, and could be used by the Employee to compete fairly with, the Company and its affiliates;
- C. The covenants and restrictions contained in Section 5 (*Non-competition, Confidentiality; Non-Solicitation and Ownership of Developments.*) are intended to protect the legitimate interests of the Company and its affiliates in their respective goodwill, trade secrets and other confidential and proprietary information; and the Employee desires to be bound by such covenants and restrictions;

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NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good, valid and valuable consideration, the Company and the Employee hereby agree as, follows:

1. Employment Period

The period during which the Employee is employed shall be referred to as the **Employment Period**.

2. Position and Duties.

2.1. Titles and Duties. During the Employment Period, the Employee shall serve as an _____ the Company and in such other position or positions with the Company or any of its affiliates consistent with the foregoing, as the Board of Directors of the Company (the **Board**) may from time to time specify. During the Employment Period, the Employee shall have the duties, responsibilities and obligations customarily assigned to individuals serving in the position or positions in which the Employee serves hereunder and such other duties, responsibilities and obligations consistent with such positions as the Board may from time to time specify. The Employee shall devote all of his full business time to the services required of him hereunder, except for vacation time and reasonable periods of absence due to sickness, personal injury or other disability, and shall use his best efforts, judgment, skill and energy to perform the duties of his employment in a manner consonant with his position and to improve and advance the business and interests of the Company and its affiliates. The Employee represents that compliance by him with the terms and conditions of this Agreement will not conflict with or result in the breach of any other agreement to which he is a party or by which he may be bound.

2.2. For the purposes of this Agreement, the word **affiliate** shall mean, in relation to any person or entity, any entity controlled, directly or indirectly, by that person or entity, any entity that controls, directly or indirectly, that person or entity, or any entity under common control with that person or entity or, in the case of a natural person, any **relative** (as such term is defined in the Companies Act, 1956 (the **Act**)) of such person. For the purpose of this definition:

- (a) **control** means the power to direct the management and policies of an entity whether through the ownership of voting capital, by contract or otherwise, and
- (b) A holding or subsidiary company of any entity shall be deemed to be an affiliate of that entity;

3. Compensation.

3.1. The Employee confirms that the remuneration received by the Employee under the terms of his employment is adequate consideration for the covenants of the Employee hereunder.

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4. Definitions

4.1. For purposes of Section 5 below, the following terms shall have the meanings ascribed to them below:

Cause: The termination of the Employee's employment by the Company or by any affiliate of the Company that employs such individual (or by the Company on behalf of any such affiliate) shall be deemed to be for **Cause** if such termination is due to the Employee's (a) refusal or neglect to perform substantially his employment-related duties, (b) personal dishonesty, incompetence, willful misconduct, or breach of fiduciary duty, (c) conviction of or entering a plea of guilty to any criminal offence or his willful violation of any applicable law, rule or regulation (other than a traffic violation or similar offense or violation outside of the course of employment which in no way adversely affects the Company or its reputation or the ability of the Employee to perform his employment-related duties or to represent the Company) or (d) breach of Section 5 hereof, and/ or of any other written covenant entered into with the Company or its affiliates, agreeing not to disclose any information pertaining to the Company or any such affiliate or not to compete or interfere with the Company or such affiliate.

Disability or Disabled: The termination of the employment of the Employee by the Company or any of its affiliates that employs such individual (or by the Company on behalf of any such affiliate) shall be deemed to be by reason of a **Disability** if, as a result of the Employee's incapacity due to reasonably documented physical or mental illness, the Employee shall have been unable for more than six months, within any twelve-month period, to perform his duties with the Company or any affiliate that employs such individual on a full-time basis and within 30 (thirty) days after written notice of termination has been given to the Employee, the Employee shall not have returned to the full time performance of his duties. The date of termination in the case of a termination for **Disability** shall be deemed to be the last day of the aforementioned thirty-day period.

Good Reason: The termination of the Employee's employment with the Company or any of its affiliates that employs the Employee shall be for **Good Reason** if the Employee voluntarily terminates his employment with the Company or any such affiliate as a result of either of the following:

without the Employee's prior written consent, a significant reduction by the Company or any such affiliate of his current salary, other than any such reduction which is part of a general salary reduction or other concessionary arrangement affecting all employees or affecting the group of employees of which the Employee is a member (after receipt by the Company of written notice and a twenty-day cure period); or

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- (a) the taking of any action by the Company or any such affiliate that would substantially diminish the aggregate value of the benefits provided to him under the Company's or such affiliate's accident, disability, life insurance and any other employee benefit plans in which he was participating on the date of the execution of this Agreement, other than any such reduction which is (i) required by law, (ii) implemented in connection with a general concessionary arrangement affecting all employees or affecting the group of employees of which the Employee is a member or (iii) generally applicable to all beneficiaries of such plans (after receipt by the Company of written notice and a twenty-day cure period).
- (b) The Employee being of the opinion that there does not exist an atmosphere conducive for the effective discharge of his duties as an _____ operation and/or employee of the Company.

4.2. Full Discharge of Company Obligations. The payment of the amounts payable to the Employee under the terms of his employment and following termination of his employment shall be in full, final and complete satisfaction of the Employee's rights under this Agreement and any other claims that he may have in respect of his employment or termination of employment with the Company or any of its affiliates. Such amounts shall constitute liquidated damages with respect to any and all such rights and claims and, upon the Employee's receipt of such amounts, the Company and its affiliates shall be released and discharged from any and all liability to the Employee in connection with this Agreement or otherwise in connection with the Employee's employment or termination of employment with the Company and its affiliates.

5. Non-Competition: Confidentiality: Non-Solicitation and Ownership of Developments.

- 5.1. The Employee shall during the term of this Agreement and for a period of 24 months (Two) year thereafter shall not solicit or attempt to influence any person employed or engaged by the Company or its affiliate companies (whether as a service provider, advisor or in any other manner) to terminate or otherwise cease such engagement with the Company or become a service provider of or directly or indirectly offer services in any form or manner to any other company, person or entity which is conflicting to the interests of the Company. You agree to indemnify the Company in respect of any loss that may be caused as a result of a breach of this clause. The Employee shall except on behalf of the Company, canvass or solicit business or custom for goods of a similar type to those being manufactured or dealt in or for services similar to those being provided by the Company from any Person who is a customer of the Company. The Employee shall not induce or attempt to induce any supplier of the Company to cease to supply, or to restrict or vary the terms of supply to, the Company or otherwise interfere with the relationship between such a supplier and the Company (save and except actions taken by the Employee during the course of his employment with the Company in exercise of his power and authority as an employee of the Company and in, what he reasonably believes to be, in the interest of the Company).

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- 5.2. **Confidentiality.** Without the prior written consent of the Board, except to the extent required by applicable law, rule, regulation or court order (in which case, the Employee shall forthwith intimate the Company of the same), the Employee shall not disclose any trade secrets, customer lists, drawings, designs, information regarding product development, marketing plans, sales plans, manufacturing plans, management organization information (including data and other information relating to members of the Board or management), operating policies or manuals, business plans, financial records, any trade name used by the Company or any affiliate of the Company, or any other name calculated or likely to be confused with such a trade name, packaging design or other financial, commercial, business or technical information relating to the Company or any of its affiliates or information designated as confidential or proprietary that the Company or any of its affiliates may receive belonging to suppliers, customers or others who do business with the Company or any of its affiliates (collectively, **Confidential Information**) to any third person unless such Confidential Information has been previously disclosed to the public by the Company or is in the public domain (other than by reason of the Employee's breach of this Section 5).
- 5.3. **Company Property.** Promptly following the Employee's termination of employment, the Employee shall return to the Company all property of the Company or any of its affiliates, and all copies thereof (in whatever media) in the Employee's possession or under his control.
- 5.4. **Non-Solicitation of Employees.** Except during the Employment Period and in connection with the performance of his duties hereunder, during the Employment Period and the Restriction Period, the Employee shall not, directly or indirectly, induce any employee of the Company or any of its affiliates to terminate employment with such entity, and shall not directly or indirectly, either individually or as owner, agent, employee, consultant or otherwise, employ, offer employment to or otherwise interfere with the employment relationship of the Company or any of its affiliates with any person who is or was employed by the Company or such affiliate unless, at the time of such employment, offer or other interference, such person shall have ceased to be employed by such entity for a period of two years (2) provided that, nothing in this Section 5 shall preclude the Employee from placing advertisements during the Restriction Period in periodicals of general circulation soliciting persons for employment or from employing any person who comes to the Employee solely in response to such advertisements.
- 5.5. **Non-Solicitation of Customers.** Except during the Employment Period and in connection with the performance of his duties hereunder, during the Employment Period and the Restriction Period, the Employee shall not solicit or otherwise attempt to establish for himself or any other Person any business relationship with any Person which is, or during the two year period preceding the date the Employee's employment terminates was, a customer, client or distributor of the Company or any of its affiliates.

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- 5.6. Ownership of Developments. The Employee hereby agrees that the Company shall own all right, title and interest in and to all ideas, programs, systems, processes, discoveries, inventions and information whether or not patentable or copyrightable, which the Employee, either alone or jointly with others, conceives, makes, develops, acquires or reduces to practice, in whole or in part, during the Employment Period which are unique to the Company's business or are used by the Company, or arise out of or in connection with the duties performed by the Employee hereunder (collectively **Developments**). Subject to the foregoing, the Employee will promptly and fully disclose to the Company, or any Persons designated by it, any and all Developments conceived, made, developed, learned or reduced to practice by the Employee, either alone or jointly with others during the Employment Period. The Employee hereby assigns all right, title and interest in and to any and all of these Developments to the Company. The Employee shall further assist the Company, at the Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. The Employee hereby irrevocably designates and appoints the Company and its agents as attorneys-in-fact to act for and in the Employee's behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by the Employee.
- 5.7. Injunctive Relief with Respect to Covenants. The Employee acknowledges and agrees that the covenants and obligations of the Employee with respect to non-competition, non-solicitation, confidentiality and Company property relate to special, unique and extraordinary matters and that a violation or threatened violation of any of the terms of such covenants or obligations will cause the Company irreparable injury for which adequate remedies are not available at law. Therefore, the Employee agrees that the Company shall be entitled to an injunction, restraining order or such other equitable relief (without the requirement to post bond (if applicable)) restraining the Employee from committing any violation of the covenants or obligations contained in this Section 5. These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have in law or in equity. In connection with the foregoing provisions of this Section 5, the Employee represents that his economic means and circumstances are such that such provisions will not prevent him from providing for himself and his family on a basis satisfactory to him.
- 5.8. Employee acknowledges and agrees that all Intellectual Property authored, generated, conceived, or reduced to practice by Employee, alone or in conjunction with others, while employed by the Company and for a period of 24 months thereafter, shall be the sole and exclusive property of the Company and are considered "works made for hire", the rights over which vest with the Company as the first owner of copyright, by operation of law in view of absence of agreement to the contrary. To the extent that any Intellectual Property may not be considered a "work made for hire", Employee hereby assigns to the Company such Intellectual Property and all rights therein, except those Intellectual Property, if any, the assignment of which is prohibited by law. Employee further agrees that the time period for effective exercise of the assigned copyrights (two years

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from the date of assignment) set forth in Section 19(4) of The Indian Copyright Act, 1957, does not apply to the assignments of the copyrights contemplated in this clause. Therefore, such assignment of copyrights will be deemed to extend into perpetuity, without a pre-determined lapsing period, unless otherwise agreed separately in writing by Employee and the Company.

6. Miscellaneous.

Amendments. This Agreement may not be amended, modified or supplemented except by a written instrument signed by each of the parties hereto.

- 6.1. Succession and Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns, provided that the Company may not assign this Agreement or any of its rights, interests, or obligations hereunder without the consent of the Employee and provided further the Employee may not assign this Agreement nor his rights, interests, or obligations hereunder.
- 6.2. Survival. Section 5 (*Non-Competition: Confidentiality: Non-Solicitation and Ownership of Developments*) and 6 (*Miscellaneous*) shall survive the termination hereof, whether such termination shall be by expiration of the Employment Period, an early termination or otherwise.
- 6.3. Governing Law and Dispute Resolution. This Agreement and the rights and obligations of the parties hereunder shall be governed by, construed and interpreted in accordance with, the laws of India. Any dispute, controversy or claim arising out of, relating to, or in connection with this Agreement, or the breach, termination or validity hereof, shall be finally settled exclusively by arbitration in India in accordance with the Indian Arbitration and Conciliation Act, 1996. The arbitral panel shall consist of two arbitrator(s) to be appointed in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. Any arbitral award shall be final and binding on the parties hereto. The venue of the arbitration shall be Bangalore. The language of the arbitration shall be English.
- 6.4. Invalidity of Provision: Reformation. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision, in any other jurisdiction. It is expressly understood and agreed that although the Employee and the Company consider the restrictions contained in Sections 5 and 6 to be reasonable, if a final determination is made by an arbitrator, to whom the parties hereto have assigned the matter, that any restriction contained in this Agreement is an unenforceable restriction against the Employee, the provisions of this Agreement shall not be rendered void but shall be reformed to apply as to such maximum time and to such maximum extent as such arbitrator may determine or indicate to be enforceable.

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Alternatively, if such arbitrator finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be reformed so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

- 6.5. Waiver. Waiver by any party hereto of any breach or default by the other party of any of the terms of this Agreement shall not operate as a waiver of any other breach or default, whether similar to or different from the breach or default waived. No waiver of any provision of this Agreement shall be implied from any course of dealing between the parties hereto or from any failure by either party hereto to assert its rights hereunder on any occasion or series of occasions.
- 6.6. Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall, be deemed to have been duly given if (a) delivered personally, (b) mailed, certified or registered mail with postage prepaid, (c) sent by next-day or overnight mail or delivery or (d) sent by fax, as follows, return receipt requested, and shall be addressed as follows (or to such other address as the party entitled to notice shall hereafter designate in accordance with the terms hereof):

If to the Company:

Address: Healthium Medtech, 472-D, 13 Cross, 4th Phase, Peenya Industrial Area, Bangalore,
India- 560 058
Fax: +91-80-41171056
Attention: Head- HR
If to the Employee Address:

26 / 141 4th Cross Nagasrathihalli
Near G.R Kalyana Matha Bengaluru - 560094

All such notices, requests, demands, waivers and other communications shall be deemed to have been received (a) if by personal delivery on the day after such delivery, (b) if by certified or registered mail, on the fifth business day after the mailing thereof, (c) if by next-day or overnight mail or delivery, on the day delivered or (d) if by fax, on the next day following the day on which such fax was sent, provided that a copy is also sent by certified or registered mail and shall be effective upon such receipt.

The parties hereto understand that some confidential information may be transmitted over electronic mail and there are risks associated with the use of electronic mail, which can include the risk of interception, breach of confidentiality, alteration, loss or a delay in transmission, and

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that information sent by this means may be susceptible to forgery or distortion and agree to accept the risks of distribution by electronic mail.

- 6.7. Headings. The headings to Sections in this Agreement are for the convenience of the parties only and shall not control or affect the meaning or construction of any provision hereof.
- 6.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 6.9. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the matters referred to herein. This Agreement supersedes all prior agreements and understandings among the parties with respect to such matters. The Employee acknowledges that he is entering into this Agreement of his own free will and accord without any duress, and that he has been represented and fully advised by competent counsel in entering into this Agreement, that he has read this Agreement and that he understands it and its legal consequences.

AS WITNESS this Agreement has been signed by the duly authorised representatives of the parties the day and year first before written.

Unid J Varghese

SIGNED on behalf of **Healthium Medtech Ltd**

SIGNED by Employee

Vijay

Date :- 05/11/2025