

To,

Date: 16th Nov 2022

Ms. Bhavana T C

D/o T D Chandrashekhar

No.1826/2, 4th Cross, Indira nagar

Tiptur, Tumkur-560 076

SUBJECT: APPOINTMENT LETTER

With reference to the interview, we are pleased to appoint you as "Officer -Accounts" in the Accounts Department of BioradMedisys based at "Bangalore" on the following terms and conditions.

Compensation: Your annual emoluments would be Rs. 2,54,003/- Rupees Two lakh Fifty four thousand and three only .

The Salary will be paid monthly after making adjustment towards local tax as per the Income Tax 1961.

A detailed salary structure is mentioned in Annexure A. The details shared are strictly confidential and not to be disclosed.

Other Benefits:

You will be entitled to leaves, public holidays, benefits and other allowances as applicable to your category of employees and location of posting, in accordance with the rules of the Company.

Jurisdiction:

All arbitration/disputes etc. will be subjected to Mumbai Jurisdiction.

For BioradMedisysPvt Ltd

Manager - Human Resource



Stated below are the terms & conditions of your employment.

The following points, which were discussed with you at the interview and apply to this employment, are confirmed as follows.

- You will be provided with the detailed job profile of the Company and company objectives. The performance will be reviewed periodically (as decided by the management) and the feedback of the same would be provided by the management.
- **Place/Transfer:** Your present place of work will be at "Bangalore", but during the course of the service, you may be liable to be transferred to any other department or posted at any other location to serve any of the Company's Projects or any other establishment in India or outside, at the sole discretion of the Management.
- **Probation/Confirmation:** You will be on a Probation period for six months. Based on your performance your services will be confirmed with the Company in writing after six months. During the probation period your services can be terminated with 15 days' notice or payment of lieu on either side and without any reasons whatsoever. Once you have completed the probation period of six months but have not been confirmed, your services may only be terminated with 30 days' notice or payment in lieu thereof.
- **Termination/ Resignation:** On confirmation, your services are liable to be terminated with two-month notice on either side or payment of salary and allowances thereof. In case of you resigning from service, you are required to give a notice of two months subject to the condition that you will not be allowed to proceed on privilege leave during this period. Your notice period will be two months from the date of resignation or salary and allowances in lieu thereof on either side. At the time of leaving the service of the Company, it will be your responsibility to hand over charge of company property including documents, material, records, unused forms, stationary, visiting cards, ID Cards & proper discharge certificate which will be necessary for final settlement. It is mandatory to return any hardware / equipment issued to you in the working and undamaged condition or else the complete amount towards it will be recovered from you.

In the event of termination of your services or you resigning from service within 2 years from attending any foreign country visit for any official purpose on the cost of the Company, you are liable to return to the Company the full cost of the trip that has been spent on training, travelling and stay arrangements. The details of such amount will be made available to you by Accounts Department. Your dues if any will be held back, if you fail to pay these amounts.

No disputes can be raised against the Company for recovering of dues as stated above.

- **Leave:** You will be entitled to leave in accordance with the Company policy.
- **Confidentiality & Non – Compete Agreement:** You will be required to maintain utmost secrecy in respect of organization information. This would also apply to information generated on behalf of the organization while not employed.
- **Proprietary Information:** Your employment creates a relationship of confidence and trust between the Company and you with respect to any information-
 - Applicable to business of the Company; or

➤ Applicable to the business of any client or customer of the Company which may be made to know to you by the Company or by any client or customer of the Company, or learned by you in such context during the period of employment.

All such information which has commercial value in the business in which the Company is engaged is called "proprietary" information. By way of illustration but not 'limitation', this includes all technical and non-technical information pertaining to Intellectual Property Rights, trade secrets and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment's, algorithms, software programs, software source documents and formula related to the current, future and proposed products & service of the Company and also include without limitation, its respective information concerning research, experimental work, development, design detail and specifications, engineering, financial information, purchasing/manufacturing, customer list, price list, business forecast, sales and merchandising and marketing plans and information.

- **Intellectual Property Rights** means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;
- **Assignment of Intellectual Property Rights:** You agree that each and every discovery, invention, improvement, design and secret process and other Intellectual Property Right made or discovered by you (whether alone or with any other person or persons) at any time whether before or after the date hereof but after you became an employee of the Company, whether capable of being patented or registered or not (and whether or not made or discovered in the course of your employment hereunder) in connection with or in any way affecting or relating to the business of the Company or of any affiliate of the Company or capable of being used or adapted for use therein or in connection therewith shall forthwith be disclosed to the Company and shall belong to and be the absolute property of the Company or such associated Company as the Company may nominate for the purpose. If and whenever required so to do (whether during or after the termination of this appointment) you shall at the expense of the Company apply or join in or appoint the Company as your agent with full powers for the purposes of applying for patent or other equivalent protection in India or any other part of the world for any such discovery, invention, improvement, design and secret process or Intellectual Property Rights as aforesaid and execute all instruments and do all things necessary for vesting the said registration or protection when obtained and all right, title and interest to and in the same in the Company (or its nominees) absolutely and as sole beneficial owner or in such other person as the Company may require.
- **Non – Disclosure of Proprietary Information:** All proprietary information is the sole property of the Company and/or its assign shall be the sole owner of all patents, copyrights, mask works, trademarks, trade secrets and other rights in connection therewith. During the course of employment, you will use its best efforts to maintain the business related information and the relationship between the parties in confidence, not disclose the information to any third party, and use such information solely to further the business interest of our organization. You will not delete any kind of proprietary information from office, computer, laptop etc. without prior consent of management. Failure to adhere to the rules of proprietary information will make liable for disciplinary action.
- **No Solicitation:** During your tenure of employment with the Company, you shall not directly or indirectly engage in any profession or business or employment in any form whether part time, full

time or honorary basis, any assignment of any nature at any other establishment that will produce a source of income for you without the written consent of the Company or which will engage you in competing with the Company in its business, nor will you solicit or cause others to solicit any employee of the Company to terminate their employment with the Company and compete with the Company in its business. You will not engage in any activity which is detrimental to the Company's or its affiliate's business interest, such as, but not limited to sharing the know-how, vendor's list, clients list, strategies, business plans, for a period of minimum of 5 years after terminating the employment with the Company, under all circumstances.

- **General:** You will perform duties as decided by the Company as per instructions received by you from time to time
 - When employed with the Company, you shall neither be concerned or interested directly or indirectly, nor be personally employed or engaged in any capacity whatsoever in connection with any business or work other than the assigned work nor should undertake any activity which is contradictory to or inconsistent with your obligations with the Company, without prior permission from the Company, either for salary, fees, reward or any other type of remuneration, or otherwise.
 - Whatever remuneration or increments you may be receiving from time to time should be treated as confidential and should not be disclosed to any other members of the Company.
 - You will diligently and faithfully attend to, discharge, carry out and perform such duties as your superiors decide from time to time, and devote your attention exclusively to the business and work of the Company.
 - You will not borrow any money from either the colleagues, stockiest or preferred dealers or any other parties with whom you are dealing in official capacity, if found so, company reserves all the right to terminate your service with immediate effect.
 - You shall notify your superiors or higher management any act of dishonesty and/or action prejudicial to the interest of the Company on the part of any person, which may come to your knowledge.
 - You shall communicate to the Company in writing any change in your address. All communications sent to you in the normal course or otherwise, to the address given by you shall be deemed to have been received by you. You are required to keep the Company informed of any change pertaining to any of the declarations made by you at the time of your appointment.
 - The facilities, amenities and benefits provided to employees in excess of the statutory requirements do not form a part of the conditions of service and are subject to change or be reduced at the discretion of the Management
- On employment related grievance you are required to raise the matter with your management superior. In case the matter remains unresolved, you are required to raise the matter with your manager or head of the department/HR department who in turn would respond back and their decision will be final.
- Any controversy or claim arising out of or relating to this agreement shall be resolved by arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the India. Prior to commencement of arbitration, the parties must attempt to mediate their dispute using a professional mediator. You will be required to comply with all such rules and regulations as the Company may frame from time to time.
- The rules of behaviour expected to be maintained at work are largely those, which are followed in society as a whole. The full investigation in it may allege approach of rules or where the individual

fails to reach or maintain the standards of performance or behaviour required by the Company will be conducted fairly and without any delay. Any disciplinary action will be taken without the employee being informed of the same. The decision of the fallout from indiscipline would be solely at the discretion of the management.

If at any time in our opinion, which is final in this matter you are found non- performer or guilty of fraud, dishonest, disobedience, disorderly / unethical behaviour, negligence, indiscipline, absence from duty without permission or any other conduct considered by Management as deterrent to the Companies interest or of violation of one or more terms of this letter, your services may be terminated without notice and on account of reason of any of the acts or omission the Company shall be entitled to recover the damages from you.

- **Recovery Clause:**

Employee should remain in the service for two years after the transfer is effective unless which relocation charges, if given will be recovered as per the following plan after the effective transfer date / reimbursement of relocation charges whichever is later:

- 100% repayment if employee leaves before end of first year
- 50% before end of second year,
- After two years: Nil

All the relocation/ transfer expenses shall be subject to Income Tax Act and Rules as applicable at the time of payment.

- You will not resort to / indulge in use of tobacco in any form, i.e. smoking, chewing and snuffing on the premises of the Company.
- Retirement age per current policy is 60 years
- This appointment letter is being issued to you on the basis of the information and particulars furnished by you in your application (including bio-data), at the time of your interview and subsequent discussions. If it transpires that you have made a false statement (or have not disclosed a material fact) resulting in your being offered this appointment, the Management may take such action as it deems fit in its sole discretion, including termination of your employment.

Please sign and return to the undersigned the duplicate copy of this letter signifying your acceptance. We welcome you to The Biorad Medisys family and look forward to a fruitful association.

For Biorad Medisys Pvt Ltd



Manager- Human Resource

Declaration by the employee

I Bhavana T.C hereby declare that, I have read the above terms & conditions and have understood them in the language best known to me. I hereby voluntarily signify my acceptance of the same.

Full Name &Signature:

Bhavana T.C Bhavana T.C

Ms. Bhavana T C

Employee Id: Bio/Med/4462

Designation: Officer

Salary Heads	Monthly	Annually
Basic Salary	10,790.00	1,29,480.00
Dearness Allowance	2,632.00	31,584.00
House Rent Allowance	4,078.00	48,936.00
Conveyance & Medical Reimbursement	0.00	0.00
Gross Salary (A)	17,500.00	2,10,000.00
Annual Retiral Benefits		
PF (Co. Contr.)	1,610.64	19,327.68
ESIC (Co. Contr.)	656.25	7,875.00
Total Annual retiral (B)	2,266.89	27,202.68
Annual Paid Components		
Bonus / Ex-Gratia	1,400.00	16,800.00
Total Annual Components (C)	1,400.00	16,800.00
Net Salary	17,500.00	2,10,000.00
CTC	21,166.89	2,54,003.00

CTC: Rupees Two Lakh Fifty four thousand and three only.

Please sign the duplicate copy of this letter as a token of acceptance of the same

For BioradMedisysPvt Ltd



Manager Human Resource

Received
 Bhavana T.C