

September 17, 2024

Mrs. Dr. Vanitha K P
Hulimavu
Bengaluru Karnataka 560076

Subject: Appointment for post of Senior Manager - RA & QA

Dear Dr. Vanitha K P,

We are pleased to offer you, the position of **Senior Manager - RA & QA** with Onecrea Medical India Pvt. Ltd (the 'Company') on the following terms and conditions:

1. Commencement of employment

Your employment will be effective, as of **September 17, 2024**

2. Job title

Your job title will be **Senior Manager - RA & QA**, and you will report to **Onecrea Medical US Inc.**

3. Salary

Your salary and other benefits will be as set out in Schedule 1, hereto. You will have a yearly performance evaluation with a raise if applicable. As per discussion your remuneration will be increased to 20 LPA at the end of 6months of working with us.

4. Place of posting

You will be posted at No.326 2nd Floor, 9th Cross, 4th phase P.I.A., Bangalore North, Bangalore - 560 068, Karnataka. You may be required to travel to the USA or other countries as part of your duties.

5. Hours of Work

5.1 The normal working days are Monday to Friday. You will be required to work for such hours as necessary for the proper discharge of your duties to the Company [Occasionally





you may have to work on Saturdays on an as-required basis]. The normal working hours are from 9:00AM to 6:00PM with 9Hrs with 1Hrs of lunch break and you are expected to work not less than 40Hrs each week, and if necessary for additional hours depending on your responsibilities.

5.2 You will be governed by all the rules and regulations of the Company including employment, hours of work, holidays, discipline, and general work practices applicable to the establishment / Location where you are posted for work and as amended from time to time

6. Leave/Holidays

6.1 You are entitled to casual leave of 16 days 6months post completion

6.2 You are entitled to 2 working days of paid sick leave.

6.3 The Company shall notify you of a list of declared holidays in the beginning of each year.

7. Nature of duties

7.1 As per the policy of the Company, we expect all our full-time employees to devote their full-time attention and effort to the business of the Company and to continuously develop their professional skills in the mutual interest of the individual as well as the Company.

7.2 You will be governed by all the rules and regulations of the Company including for employment, hours of work, holidays, discipline, and general work practices applicable to the establishment / Location where you are posted for work and as amended from time to time

8. Company property

You will always maintain in good condition Company property, which may be entrusted to you for official use during the course of your employment and shall return all such property to the Company prior to relinquishment of your charge, failing which the cost of the same will be recovered from you by the Company.

9. Borrowing/accepting gifts

You will not borrow or accept any form of offering such as 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.

[Handwritten signature]

10. Termination

- 10.1 The Company will be entitled to terminate your services without assigning any reason by giving you 60 days' notice. In the event of you desiring to leave the services of the company, you will give the company a written notice of 60 days.
- 10.2 The Company reserves the right to terminate your employment/services with immediate effect without any notice or any compensation in lieu thereof if found guilty for a serious misdemeanour as per the applicable service rules to you.
- 10.3 On the termination of your employment for whatever reason, you will return to the Company all property; documents and paper, both original and copies thereof, including any samples, literature, contracts, records, lists, drawings, blueprints, letters, notes, data and the like; and Confidential Information, in your possession or under your control relating to your employment or to clients' business affairs.
- 10.4 On termination of your employment, you are required to deliver safely to the Company all documents, data, keys, stationery, and items that are the Company's property that may be in your possession or under your control
- 10.5 In the event of your acting in any manner contrary to or in breach of conditions of your appointment during your employment with the Company or thereafter, the Company will be at liberty to initiate appropriate action to safeguard the interest of the Company, including termination

11. Confidential Information

- 11.1 During your employment with the Company you will devote your whole time, attention and skill to the best of your ability for its business. You shall not, directly or indirectly, engage or associate yourself with, be connected with, concerned, employed or engaged in any other business or activities or any other post or work part time or pursue any course of study whatsoever, without the prior permission of the Company.
- 11.2 You must always maintain the highest degree of confidentiality and keep as confidential the records, documents and other Confidential Information relating to the business of the Company which may be known to you or confided in you by any means and you will use such records, documents and information only in a duly authorized manner in the interest of the Company. For the purposes of this clause 'Confidential Information' means





information about the Company's business and that of its customers which is not available to the general public and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the organization, its customer lists, employment policies, personnel, and information about the Company's products, processes including ideas, concepts, projections, technology, manuals, drawing, designs, specifications, and all papers, resumes, records and other documents containing such Confidential Information

- 11.3 At no time, will you remove any Confidential Information from the office without permission
- 11.4 Your duty to safeguard and not disclose Confidential Information will survive the expiration or termination of this Agreement and/or your employment with the Company
- 11.5 Breach of the conditions of this clause will render you liable to summary dismissal under clause above in addition to any other remedy the Company may have against you in law.
- 11.6 During the term of your employment, you shall not negotiate or enter into any oral or written contract, agreement or arrangement on behalf of or in the name of the Company, sign any cheques on behalf of or authorize any payments by the Company, or otherwise bind the Company, without the express prior consent of the Company
- 11.7 You must not at any time misappropriate files or documents of any kind belonging to the Company or make copies, duplicates, or excerpts of these for private or any other purposes unrelated to your employment
- 11.8 You will not undertake either directly or indirectly any activity that is contrary to or inconsistent with your obligations to the Company or in the Company's interest
- 11.9 During your tenure with the Company, you will come across various information including but not limited to information pertaining directly or indirectly to any commercial or manufacturing activity, research, development, finance, business, property, contract, method, working process, trade secret, transaction or affairs of the Company. All the aforesaid belong solely to the Company. During your employment with the Company and/or after you cease to be employed of the Company for any reason whatsoever, you shall not use any information of the Company for your benefit or for any third party, disclose to any person, firm or Company any of the aforementioned information, except as authorized in writing by the Company or as ordered by a court of competent jurisdiction.

12. 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.

13. Applicability of Company Policy

13.1 The Company shall be entitled 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.

13.2 The Company reserves the right in its absolute discretion to deduct from your salary or other benefits payable to you or require payment from you any money that you directly or indirectly owe to the Company

13.3 The Company expressly disclaims any liability including criminal liability which may arise to the Company as a result of any of your unlawful acts or deeds and you further agree to keep the Company indemnified against all claims and liabilities which may arise there under

14. Governing Law/Jurisdiction

Your employment with the Company is subject to Indian laws. All disputes shall be subject to the jurisdiction of [Bengaluru] [Karnataka] only.

15. Acceptance of our offer

Please confirm your acceptance of this Contract of Employment by signing and returning the duplicate copy.

Welcome to Oncrea Family. We are excited to grow this company together.



Kris Kupumbati
CEO Onecrea Medical India Pvt. Ltd.

Schedule I - Compensation Details**Salary Structure**

Salary Components	Monthly Salary	Annual Salary
Basic Salary	60000	720000
House rent allowance	30000	360000
Special Allowance	9000	108000
Leave travel allowance	6000	72000
Other Allowance	45000	540000
Total	150000	1800000

Note: You will receive salary, and all other benefits forming part of your remuneration package subject to, and after, deduction of tax at source in accordance with applicable law.

Salary Structure with effect from 17th March-2025

Salary Components	Monthly Salary	Annual Salary
Basic Salary	66667	800000
House rent allowance	33333	400000
Special Allowance	10000	120000
Leave travel allowance	6667	80000
Other Allowance	50000	600000
Total	166667	2000000



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17/09/2024