

To,
Sathiyamoorthy S
Employee Code: TTLLP853
1st July 2024

APPOINTMENT LETTER

Dear Sathiya,

With reference to your subsequent discussions, we are pleased to appoint you an “**Key Account Manager**” with Translumina Therapeutics LLP. You will be based at Tamil Nadu. Please review this summary of terms and conditions for your anticipated employment with us.

1. Position and Place of Work

Your title is **Key Account Manager** and you will report to the National Sales Manager. This is a full-time position. While you are employed at this Company, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company. By signing this letter of agreement, you confirm that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.

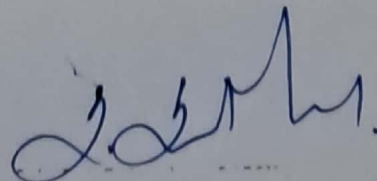
2. Exclusivity:

This is a full-time position on an exclusive basis. You shall carry out your duties and obligations in a dedicated manner, good faith and employ best of your efforts and skills to the promotion of the operations and affairs of Translumina. While you are employed at this Company, you will not engage in any direct or indirect engagement/ assistance/ operation as an employee, freelancer, officer, agent, trainee, contract worker, advisor, consultant, director, owner, partner, joint ventures, shareholder, investor, in any business or commercial activity with any person/ company/establishment/partnership/entity who may be a competitor or not, apart from Translumina whether for compensation or otherwise. You will further not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with Translumina. However, any secondary engagement, with any entity or person who is not a competitor and/or if the nature of activities does not conflict with the business interests of Translumina may be allowed, at the sole discretion of Translumina, subject to the procedures and written permission specified under the policies of Translumina.

By signing this letter of agreement, you confirm that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for Translumina.

3. Probation Period:

You will have to complete a period of [6] months as your probation from the Effective Date, wherein Translumina will monitor your performance & potential. On the basis of such performance and feedback, Translumina, may at its discretion, either extend or reduce the period of your probation. If you are successful in completing this period, you will be issued a confirmation letter and absorbed in the organisation on a permanent basis.



4. Compensation:

The Cost to Company for you will be INR **918012/** per annum. The salary computation is mentioned in Annexure-A. This salary will be subject to deductions as per applicable laws and Translumina's policies in effect from time to time.

5. Working Hours:

This is a Full-time position & a day- shift profile. Whenever necessary, as per the requirements of Translumina & work, you will need to work for extended hours.

6. Termination/ Notice Period:

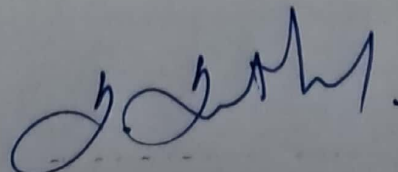
6.1 Translumina may terminate your employment at any time during the probation period without providing notice or payment in lieu thereof, subject to applicable laws.

6.2 Subject to the successful completion of the probation period:

- i. Your employment may be terminated by Translumina with advance written notice of 2 months or payment of basic salary in lieu of the notice period.
- ii. you may terminate the employment by giving advance notice of 2 months or basic salary in lieu of the notice period. Depending upon the work exigencies, knowledge transfer and other factors, Translumina may decline to relieve you prior to the expiry of the notice period, at its sole with / without payment of balance notice period discretion.

6.3 Translumina reserves the right to terminate your employment at any time without notice and without payment in lieu of notice for just cause including but not limited to:

- i. If any time of your employment, the information/documents/references, declaration, or testimonials furnished/submitted by you during the selection process are found to be incorrect, incomplete or misleading in any way.
- ii. Breach of the code of conduct or any of the policies of Translumina or conditions of the Appointment Letter.
- iii. If you act in contravention of any applicable law which adversely affects the goodwill, reputation, credit, operations or business of Translumina.
- iv. If you are found guilty of misconduct or neglect/ dereliction of duty (including but not limiting habitual absenteeism, non-adherence to office timings etc.).
- v. If you have or are accused of having committed an offence involving moral turpitude or engaged in the acts involving unethical business conduct, fraud or dishonesty or commission of an unlawful act including theft or illegal gratification or misappropriation in respect of Translumina's property or business.
- vi. If you act in a manner, or engage in behavior, which is likely to bring Translumina into disrepute or prejudice the interests of Translumina including on social media (whether in your personal capacity or otherwise).



- vii. If you have indulged in any form of harassment, including sexual harassment while employed with Translumina.
- viii. If you have taken any action which may result in a claim for compensation, damages, censure, or the like being asserted against Translumina by any person.

The above list is not exhaustive, and Translumina may terminate your employment with cause for instances other than those stipulated hereinabove.

7. Non- Compete Clause:

During the term of your employment, you shall not directly or indirectly, alone or in combination with any other individual, enterprise or entity, engage in any of the following activities (included but not limited to):

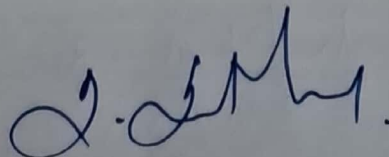
- i. becoming an employee, advisor, partner, principal, member, manager, director, executive, trader, analyst, or developer or programmer, vendor of a 'Competitive Business'
- ii. forming, or acquiring greater than [equity percent] equity, voting, revenue, income, profit, loss or other economic interest in a Competitive Business.
- iii. from setting up a business in competition with the Translumina's business; and
- iv. developing or providing intellectual property, confidential information, or consulting services related thereto for current or future use in a Competitive Business.

For the purposes of this clause 'Competitive Business' shall mean and include any business or operation, irrespective of form, that (a) engages in or plans to engage in any activity that is the same as or substantially similar to any the Translumina's business, or (b) owns or controls a significant interest in any entity that engages in or plans to engage in any activity that is the same as or substantially similar to any of the Translumina's business) where your responsibilities are similar to your responsibilities with Translumina.

8. Non-solicitation:

During the term of your employment and for 2 year thereafter ("Restricted Period"), you shall not

- i. solicit or attempt to solicit, solicit for recruitment, work with, retain, contract for services with or hire, directly or indirectly, any person who as on the date of your termination or at any time during the Restricted Period is an employee of Translumina.
- ii. persuade or attempt to persuade, any client, vendor or other contracting party, including any prospective clients, vendors, consultants, agents, service providers, customers., etc. Of the Translumina to restrict, limit or discontinue using/providing the services to/by Translumina or its affiliates;



- iii. solicit the business of or provide services or goods similar to the services or goods provided by Translumina or to any customer of Translumina; and
- iv. contact any customers of Translumina for the purpose of soliciting such customer or encourage any customer of Translumina to cease doing business with or terminate or limit an existing relationship with Translumina.

9. Retirement:

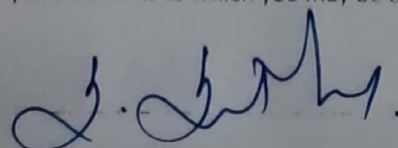
You will be retired from the services of Translumina on reaching the age of 58 years or after 30 years of **service**, whichever occurs earlier, unless the management at its sole discretion permits you to continue thereafter.

10. Privacy/Confidentiality:

- 10.1 **"Confidential Information"** includes, but is not limited to trade secrets, technical, business, proprietary or financial information of the Company and its group companies, not generally known to the public, business plans, proposals, pricing and cost information, past and current active prospect and customer lists, trading methodologies, systems and programs, human resources, personnel information, training materials, research data bases and computer software, and customer information, whether or not marked as confidential; but shall not include information or ideas acquired by you prior to your employment with Company or if such pre-existing information is generally available in public domain and known to the industry and or is not proprietary to the Company or any of its group companies.
- 10.2 You shall at all times, during and after termination of your employment, comply with the Company's policies and norms on confidentiality. You must never disclose confidential information to any person outside or within the Company, except to persons to whom disclosure is necessary for the purpose of employment. You must only use Confidential Information that is naturally associated with your duties at work. You will (i) not disclose or use any Confidential Information except to the extent necessary to carry out your obligations under this agreement or a retention notice and for no other purpose, (ii) not disclose Confidential Information to any third party without the prior written consent of the Company, (iii) employ administrative, technical and physical safeguards (including reasonable disposal measures) to prevent unauthorized use or disclosure of Confidential Information, and (iv) in the event of any unauthorized use or disclosure, actual or apparent theft, of any Confidential Information, immediately commence all reasonable efforts to investigate and correct the causes and remediate the results thereof, and as soon as practicable following discovery, notify the Company in writing of the breach.

11. Personal data consent and monitoring:

- 11.1 In the course of your employment, Translumina, in accordance with applicable laws and any data privacy policy, will collect, retain and process your personal information for the purposes of monitoring performance at work, including monitoring use of the telephone, e-mail and internet, and administering pay and benefits to which you may be entitled.



Translumina may also use this information for personnel matters including making decisions about your role in the organization and in relation to disciplinary matters. Translumina will collect, retain and process the sickness records and any medical report provided by you for the purposes of monitoring sickness, absence and making decisions about this. In addition, Translumina may also use your personal information so that it can monitor compliance with the law and best practice.

- 11.2 You consent to Translumina monitoring and recording the electronic communications systems provided to you by Translumina for the purpose of ensuring that the internal rules and policies are being complied with and for legitimate business purposes. You shall comply with any electronic communication systems policies that Translumina may issue from time to time.

You are required to observe and uphold all of Translumina's Policies and procedures as implemented or varied from time to time. Collection, storage, access to and dissemination of employee personal information will be in accordance with privacy legislation.

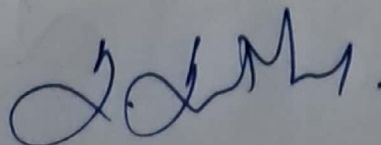
12. Intellectual property:

- 12.1 All current and future right, title and interest in and to the Confidential Information and any intellectual property which is based on or derived from the Confidential Information, inventions, improvements, developments, discoveries, derivative works, copyright including future copyrights, and copyrightable material, trade secrets, trademarks, patents and the subject matter thereof whether finally patented or not, or other intellectual property rights relating to the foregoing, conceived, discovered, authored, invented, developed or reduced to practice, participated in or made by you, during your employment with Translumina (regardless of whether such inventions or improvements are made by you during your hours of employment or at Translumina's facilities, whether solely or in collaboration with others during the period of employment), ("**Intellectual Property**"), is and shall remain the sole and exclusive property of Translumina, perpetually and throughout the world, whether or not the same was made at the direction of Translumina or was intended for Translumina.

- 12.2 You agree and acknowledge that you shall have no right, title, or interest whatsoever over Intellectual Property and you shall not be entitled to use or exploit the same in any manner whatsoever. All Intellectual Property including original works of authorship created or authored by you, whether solely or in collaboration with others period of employment, shall be a 'work for hire' under the Indian Copyright laws and all right, title and interest including copyright therein shall vest solely and exclusively in Translumina, worldwide and in perpetuity. You hereby agree to waive all rights, title, and interest in the Intellectual Property, including copyright, in all forms and media, now known or discovered in future.

13. Indemnity:

You hereby agree to indemnify, defend and hold harmless Translumina, from and against any and all losses, suffered or incurred by Translumina as a result of your service in Translumina, and which arise out of, or result from or are connected with (i) any event which occurred during the employment with Translumina, whether discovered then or subsequently; or (ii) any misrepresentation in, inaccuracy in or breach of any of the representation and warranties provided by you.

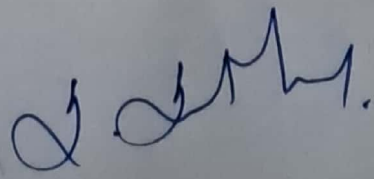


14. Non-disparagement:

You covenant and agree that you shall not engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including, without limitation, the repetition or distribution of derogatory rumours, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or good will of Translumina, their respective management, shareholders, employees, officers, directors, agents or consultants, or of management, shareholders, employees, officers, directors, agents or consultants of corporations affiliated with such companies, whether during or after the termination of your employment (without limitation in time). Following the date of termination of your employment with Translumina, you will not represent yourself as being in any way connected with the businesses of any of the group companies (except to the extent agreed by such group company).

15. Miscellaneous:

- 15.1 **No Conflicting Obligations:** You represent that your performance of all the terms of this Appointment Letter and as an employee of Translumina does not and will not breach any agreement to keep in Confidential Information acquired by you in confidence or in trust prior to your employment by Translumina. You have not entered into and agree that you will not enter into, any agreement either written or oral in conflict herewith.
- 15.2 **Background checks:** Translumina shall, at its discretion, conduct background, reference and medical checks including screens for substance use as per Company policies at the commencement of your employment or at any time during the employment. Your engagement with Translumina is conditional upon the result of such checks. In the event the results of such background/ reference checks or screens for substance use are unsatisfactory on any account, Translumina may, in its sole discretion, terminate your engagement with immediate effect without providing any notice or pay in lieu thereof, in accordance with terms and conditions of this Appointment Letter and Company Policies. You hereby provide your express consent to Translumina for conducting such background verifications.
- 15.3 **Assignment:** You acknowledge and agree that Translumina may assign any of its rights under this Appointment Letter to any person or entity. This Appointment Letter is not assignable by you.
- 15.4 **Severability:** In case any one or more of the provisions contained in this Appointment Letter shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Appointment Letter, and this Appointment Letter shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Appointment Letter shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear



translumina

LIMITLESS POSSIBILITIES

- 15.5 **Interpretation, Amendment and Enforcement.** This letter agreement supersedes and replaces any prior agreements, representations or understandings (whether written, oral, implied or otherwise) between you and Translumina and constitute the complete agreement between you and Translumina regarding the subject matter set forth herein. This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of Translumina.
- 15.6 You will be governed by the rules and regulations of the services and conduct as applicable from time to time. You should be alive to the responsibility of your employment and should conduct yourself accordingly.
- 15.7 This Appointment Letter shall be governed and construed in accordance with the laws of India. It agreed that in case of any dispute of any nature, whatsoever, the courts of New Delhi shall have exclusive jurisdiction.

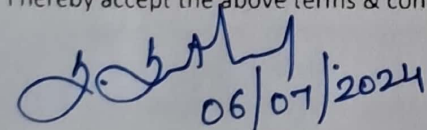
You may indicate your agreement with these terms and accept this letter of appointment by signing and dating this agreement.

Regards,

For Translumina Therapeutics LLP

Bhavya Gogia
HR Head

I hereby accept the above terms & conditions of the appointment letter.


06/07/2024

Name of the employee (Sign & Date)

Sathiyamoorthy S
Key Account Manager

Annexure- A

Salary Component	Currency	Per Month	Per Annum
Basic Salary	Rs.	29150	349800
House Rent Allowance	Rs.	14575	174900
Special Allowance	Rs.	29150	349800
Gross Salary	A	72875	874500
Employer PF	Rs.	1800	21600
Gratuity*	Rs.	1401	16812
Annual Bonus*	Rs.	425	5100
Employer Contribution	B	3626	43512
CTC	C (A+B)	76501	918012
Employee PF	Rs.	1800	21600
Total Deduction	E	1800	21600
Net Pay	F (A-E)	71075	82900

*Gratuity applicable as per Act

* Bonus paid annually

** Income Tax applicable as per law

B. In addition to the above component, you are also entitled to:



Insurance and Medical Coverage as per the company policy.



* Mobile and Internet Allowances as per the company policy.

Regards,

For Translumina Therapeutics LLP

Bhavya Gogia
HR Head

Sathiyamoorthy S
06/07/2024