

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made on 4th June, 2024 by and between:

- (1) **INTEGRA MEDICAL DEVICES INDIA PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013, with its corporate identification number as U46596HR2023FTC117007 and having its registered office at Unit 60 Level 18 One Horizon, Centre Golf Course Road, Dlf Qe, Dlf Qe, Gurgaon- 122002, Haryana (hereinafter referred to as the “Company” which shall include its legal successors and permitted assigns); and
- (2) **AVINASH R MISHRA**, an Indian national, aged 33, (PAN Card No.: AXKPM2752L), son/daughter of **RAJDERNDRA PRASAD RAMSAHAY MISHRA**, residing at Room No: 13, Janardhan Bhavan, Chimatpada Marol Naka, Andheri Kurla Road, Near Kulsum Dairy, Andheri East, JB Nagar, Mumbai, India, Pin Code - 400059 (hereinafter referred to as the “Employee”).

The Company and Employee shall hereinafter be referred to individually as a “Party” and collectively as the “Parties”.

The Parties, intending to be legally bound, agree as follows:

1. EMPLOYMENT

- 1.1 The Employee’s employment with the Company is contingent upon the Employee’s successful completion of reference/background checks conducted by the Company and on the Employee’s ability to prove his/her identity and authorization to work in India for the Company. The Employee agrees to continue to cooperate with the Company in relation to any reference/background check not completed before the commencement of employment, including providing requested information within the timeframe specified by the Company. Failure to cooperate and/or pass the reference/background check may result in disciplinary action, up to and including termination of employment. By executing this Agreement, the Employee warrants that all information supplied to the Company with respect to his/her employment, including information relating to his/her qualifications and resume, is accurate in all respects and that the Employee has not misled or deceived the Company in any way in relation to the information supplied. The Employee warrants that he/she has not omitted or failed to disclose any information to the Company which he/she may reasonably consider to be relevant to his/her employment under this Agreement.
- 1.2 The Company hereby employs the Employee to serve as the **Account Manager** for the Company, and the Employee hereby accepts such employment, subject to the terms and conditions set forth herein. The employment stipulated hereunder shall become effective and commence on **July 5th, 2024** (“Commencement Date”). In the event the

Employee does not join the Company on the Commencement Date, the Company reserves the right to terminate this Agreement as per its sole discretion, without any liability.

- 1.3 There will be a probationary period of six (6) months commencing from the effective date of employment and the Employee's work performance and conduct will be monitored during such period. A probationary review will be conducted to assess the Employee's qualification, performance, and general suitability to successfully meet the applicable requirement and standards. If the Company determines that the Employee has successfully completed the probationary period, he/she will become a formal employee of the Company. If the Company determines that the Employee has not successfully completed the probationary period, the Company may extend his/her probationary period or terminate his/her employment, as per its sole discretion.
- 1.4 The Employee shall perform such services and assume such responsibilities as from time to time prescribed by the Company during the term of this Agreement. The job title and responsibilities assigned to the Employee may be adjusted and/or changed by the Company as dictated by the Company's operational requirements and the Employee's capability.
- 1.5 This Agreement contains the entire agreement between the Parties hereto with respect to the employment stipulated hereunder and, except as provided herein, supersedes all previous and contemporaneous oral and written negotiations, commitments, writings, and undertakings.

2. RESPONSIBILITIES AND DUTIES

- 2.1 During the term of this Agreement, the Employee shall devote his/her entire efforts and full time to the business and affairs of the Company and will be reporting to **'Regional Sales Manager, North & West India'** of the Company. The Employee shall not, without the prior written consent of the Company, provide any service to any third party, be engaged either directly or indirectly by any other companies, or operate any business for the Employee's or any third party's benefit.
- 2.2 The Employee shall be fully aware of and comply with the applicable laws and regulations in performing his/her services for the Company and shall always act in the best interest of the Company in executing his/her duties.
- 2.3 The Employee shall promptly disclose fully to the Company any and all facts and circumstances in respect of which there is or might be, or which may appear to be, a conflict of interest between the Company or any of the Company's affiliates and the Employee or persons related to the Employee.
- 2.4 During the term of this Agreement, the Employee shall be fully familiar with and follow the Company's rules and policies, including but not limited to Integra Codes of Conduct.
- 2.5 The Employee represents and warrants that the Employee has not, and shall not at any time during the term of this Agreement, pay, give, or offer or promise to pay or give,

any money or any other thing of value, directly or indirectly, to, or for the benefit of: (a) any government official, political party, candidate for political office, or public international organization; or (b) any other person, firm, corporation or other entity, with knowledge that some or all of that money or other thing of value will be paid, given, offered or promised to a government official, political party, candidate for political office, or public international organization, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company business. The Employee shall comply with and abide by all applicable laws including but not limited to the Prevention of Corruption Act, 1988, at all times during the course of his/her employment with the Company.

- 2.6 During the Employee's employment, the Employee shall faithfully serve the Company and devote the whole of his/her time, attention and abilities to the affairs of the Company.
- 2.7 The Employee shall not enter into any pecuniary obligation which would render the Employee financially unstable.
- 2.8 The Employee confirms that the Employee will not during his/her employment with the Company use or disclose, or has not during the pre-hire process used or disclosed, any proprietary or confidential information, or trade secrets, of the Employee's former or concurrent employers or companies. In signing this Agreement, the Employee confirms that he/she is not bound by any prior contract, undertaking, commitment or other obligation which prevents the Employee from being employed by the Company and being able to fully and completely perform the duties and services contemplated by this Agreement, nor in fulfilling the Employee's duties hereunder will the Employee be breaching any duty of confidentiality or any other undertaking to any persons, including without limitation, the Employee's previous employers or principals.
- 2.9 The Employee shall attend any internal or external training courses or other continuing education program as required by the Company.

3. SALARY AND BONUS

- 3.1 The gross remuneration to be paid by the Company in consideration for the services rendered by the Employee hereunder shall be **INR 60,638 per month and INR 727,656 per annum**, payable in accordance with the Company's regular payroll procedure. The detailed breakup of the remuneration and other benefits is set out in Annexure 1. The salary's review and adjustment are subject to the Company's policies, at the sole discretion of the Company. The gross remuneration would be subject to applicable law and statutory deductions as per applicable law. The first month payment will be made within 60 days of hiring due to local payroll setup.
- 3.2 The Employee will be entitled to participate in the Company's applicable bonus plan and/or any other incentive plan as applicable to his/her position in the Company Group (defined below). The amount and payment of such sales bonus/incentive will be subject to the rules of such sales bonus plan/incentive plan at that time.
- 3.3 To be eligible for payment of the gross remuneration or the bonus payment, the

Employee must be a current employee of the Company on the date of payment.

- 3.4 The Employee may claim reimbursement of all reasonable expenses incurred for business purposes, provided that the Employee shall submit all relevant itemized receipts or explanatory invoices to the Company in accordance with the rules and procedures established by the Company and such expenses have been pre-approved by the Company.
- 3.5 The Company shall have the right to deduct from the Employee's salary any inadvertent overpayment of salary or other relevant payments under this Agreement.
- 3.6 The Company shall withhold tax from the remuneration and any other benefits paid by the Company to the Employee in accordance with applicable tax laws. The Employee acknowledges and agrees that the Company may deduct, from his/her salary and/or any other benefits payable to him/her, (a) any tax or other deductions in accordance with applicable laws and regulations; (b) any loans provided to him/her; (c) any excessive amount paid to him/her; and (d) any money owed by him/her.

4. WORK HOURS, LOCATION AND EMPLOYEE BENEFITS

- 4.1 Unless otherwise adjusted in accordance with the law, regular work hours will not exceed nine (9) hours a day or forty five (45) hours a week, which shall be exclusive of lunch break of one (1) hour (as more specifically provided in Annexure 1). The opening and closing working hours of the Employee are as specified in Annexure 1 and may be modified by the Company from time to time. The Employee agrees to work overtime and on holidays if so, requested by the Company. If the Employee needs to work overtime or on any holiday, he/she shall apply to the Company for prior approval, which shall be approved according to the internal policy of the Company. Upon such approval, the overtime hours of the Employee shall be reduced from the regular working hours of another working day of the Employee.
- 4.2 The Employee will primarily work remotely. However, the Company reserves the right to adjust or change the Employee's assigned workplace as dictated by the Company's business needs and the Employee's capability. The Employee may also be required to make business trips both inside and outside India as required for proper performance of his/her duties. The Employee may also be required to work in a hybrid mode or return to work from home as required by the Company's business needs.
- 4.3 During the term of this Agreement, the Employee shall be entitled to the employee benefits prescribed by the applicable laws and those offered by the Company to its regular employees, including without limitation paid annual leaves, paid day-offs on national holidays, national health insurance, pension scheme and other employee benefit programs. The Company reserves the right to change, modify, discontinue, or terminate, at its sole discretion, its policies and employee benefit programs.

5. ANNUAL LEAVE

- The breakdown of the leave entitlement of the Employee shall be as specified in Annexure 1.
- 1. The Employee shall endeavour to plan his/her leave and intimate his/her manager in

advance. Such leave shall in no way adversely impact the Employee's work. However, the Company reserves the right to modify or alter the leave policy or the number of leaves for which the Employee would be eligible as per the operational and business requirements of the Company. The Employee may carry forward a maximum of 5 days of annual leave every calendar year. Further, at any given point in time, the Employee's accumulated leaves shall not exceed 30 days.

6. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

- 6.1 All intellectual property rights (including trademarks, confidential information, copyright and patents) existing in any material, idea, concept, item or thing (whether or not such idea, concept, item or thing has been reduced to a material form) created or developed by the Company or the Employee in the course of the employment will vest in the Company. To the extent that this does not occur, the Employee may be required to assign to the Company (by way of present and future assignment) all intellectual property rights, interests and title that it has, or may have, in any material, idea, concept, item or thing. This would include signing all documents and taking all steps that are necessary to enable any registration of the intellectual property.
- 6.2 The Employee hereby irrevocably consents to the Company, its representatives, employees, agents, licensees and assigns undertaking any acts or making any omissions before or after the termination of his/her employment that constitute an infringement of the Employee's rights in any literary works made by the Employee in the course of his/her employment, including either not naming the Employee as the author of the work, and amending or modifying any part of the work.

7. NON-COMPETITION

- 7.1 In view of the Employee's positions in the Company, which will enable him/her to gain access to the Company's proprietary information, the Employee hereby explicitly agrees and commits that during the period when the Employee serves any position in the Company and within one (1) year after the Employee's termination of employment or retirement, neither the Employee, nor any person controlled by the Employee nor his/her nominee (if any) may, directly or indirectly, compete with the business of the Company or any of the Company's affiliates (the "Company Group") in India or any other jurisdiction where the Company Group operates business, by:
 - (1) directly or indirectly engaging in or conducting any business activities that are the same as, similar to, or otherwise in competition with the business of the Company Group including but not limited to the development, design, manufacture, assembly, marketing, or distribution of, or rendering services for any and all existing and future products of the Company Group or any products similar to or in competition with those of the Company Group ("Competing Business"); or
 - (2) soliciting or diverting or attempting to solicit or divert any customers or accounts of the Company Group for the benefit of a new employer, supplier or any person or entity or any other purposes; or influencing or attempting to influence any supplier, consultant or other party maintaining contractual or other business

relationship with the Company Group to terminate or discontinue such relationship or to reduce the volume of goods or services provided thereunder; or

- (3) holding, directly or indirectly, any equity interest in any legal entity engaging, directly or indirectly, in any Competing Business except for equity interests that are held as a financial investment only, i.e., do not give the Employee or any of his/her nominees or any entities controlled by the Employee the right, directly or indirectly, to control or exert material influence over the business of the respective legal entity, and which in any event do not exceed 1% of the equity interest of such legal entity; or
- (4) serving as a representative for any person or entity engaging, directly or indirectly, in any Competing Business or selling or otherwise making available, directly or indirectly, to any third party engaging, directly or indirectly, in any Competing Business any know-how or other elements of goodwill, trade secrets or other information of a confidential nature of the Company Group.

7.2 While the restrictions stated under this Section 7 are considered reasonable by the Parties under all circumstances, it is agreed that if any of such restrictions, individually or jointly, shall be determined by any government authorities or court to be unlawful, but would be found lawful if part or parts of the wording thereof was or were deleted or the restrictive period or territory was shortened or narrowed to the maximum restrictive period or territory permitted by the law, the relevant restriction or restrictions shall apply with such deletion(s) or amendment to the restrictive period or territory as may be necessary to make it or them valid and effective.

8. NON-SOLICITATION

- 8.1 During the term of this Agreement and for a period of 1 (one) year after the termination of this Agreement, the Employee shall not, by himself/herself or via any person or nominee, directly or indirectly, hire or employ, or attempt to hire or employ, or assist any other entity or person in hiring or employing, any of the employees of the Company Group, or solicit or induce, or attempt to solicit or induce, any of such employees to leave the Company Group for any reason.
- 8.2 During the term of this Agreement and for a period of 1 (one) year after the termination of this Agreement, the Employee shall not, directly or indirectly, solicit, divert or appropriate any person or entity that was a client or prospective client or customer of the Company and/or any affiliate of the Company, and with whom the Employee had material contact during his/her last 2 (two) years of employment with the Company, to a business providing services similar to those of any member of the Company Group.

9. NON-DISCLOSURE

- 9.1 The Employee agrees that if he/she has the opportunity or need to access the Proprietary Information (as defined in Exhibit A to this Agreement) of any supplier or third party collaborating with the Company due to the performance of job duties during

the term of this Agreement, he/she shall sign a confidentiality agreement in accordance with the requirements of the Company or the supplier or third party and shall perform his/her confidentiality obligations in accordance with such confidentiality agreement.

- 9.2 During the term of this Agreement and after the termination of this Agreement (if a confidentiality agreement is signed on a case-by-case basis and if the confidentiality period thereunder is longer, the confidentiality period of such confidentiality agreement shall prevail), the Employee agrees to keep confidential the Proprietary Information learned, accessed, created, developed or held during the term of this Agreement and shall not disclose, provide, deliver or transfer such Proprietary Information to any third party other than the Company without the Company's prior consent, nor shall the Employee publish or use such Proprietary Information for his/her own use or for the use of any other person, other than proper use required for the job duties of the Company.
- 9.3 The Employee shall keep confidential any third-party personal data accessed during the term of this Agreement and shall not disclose such data to any other person in any manner unless with consent by such third party or as required for job duties. The collection, process and use of any personal data shall be in accordance with the provisions of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and the Digital Personal Data Protection Act, 2023 and any rules or regulations prescribed thereunder.
- 9.4 The Employee agrees to strictly comply with the Company's regulations about the confidentiality of personnel, salary and benefits and shall not inquire about or disclose information of his/her own or any other person's salary, allowance, incentive, bonus (cash or stock) or job level.

10. USE AND RESTRICTION OF DATA

- 10.1 Other than required for the performance of job duties, the Employee shall not use any machine equipment or otherwise reproduce any object or data owned or held by the Company without the Company's consent.
- 10.2 The Employee shall not modify for any reason or reproduce for backup purposes any computer program of which the Company is an author or any reproduction of any computer program legally held by the Company without the Company's consent. The finished products after modification or reproduction shall only be used by the Employee within the Company and shall not be removed, lent or sold.
- 10.3 The Employee shall not save, store or use any computer program that is not recognized by the Company on the Company's computers or machine equipment.

11. PERSONAL DATA AND PRIVACY

- 11.1 The Employee understands and agrees that for the purposes of management of personnel and administration and other business needs of the Company, the Company may collect, process and use his/her personal data and share the same with the Company Group during the recruitment process and the term of this Agreement. The

Employee acknowledges and agrees that he/she will provide the Company with all relevant assistance and cooperation that the Company may require to meet the above needs, including (but not limited to) signing any consent and relevant documents.

11.2 The Employee hereby consents and authorizes the Company to collect, receive, store, record, deal, handle and process and use, both electronically and manually his/her personal data including without limitation, passport details, permanent account number (PAN) details and banking information, sensitive personal data and other data the Company may gather from the Employee. For the purposes of this section “personal data” and “sensitive personal data” shall have the meanings ascribed to them under Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and the Digital Personal Data Protection Act, 2023. The Employee agrees to regularly update his/her personal data made available to the Company and confirm as to the accuracy and correctness of the personal data furnished by the Employee. The Company shall not be responsible for the authenticity of personal information or sensitive personal data supplied by the Employee.

11.3 In order to fulfil the purposes set out in Section 11.1, Company will need to share Employee’s personal data with and have it processed by third-party suppliers of the Company. Employee’s personal data may be transferred across border to be processed and stored outside India. Company will take all necessary measures to protect the personal data of Employee. The Employee consents to such transfer, processing and arrangement of its personal data.

11.4 Any device and/or property provided by the Company to the Employee shall remain the property of the Company and be used only for his/her provision of the services hereunder. In order to protect the property of the Company and Proprietary Information, such device and property and any communications conducted by or on such device or property will be examined and/or recorded by the Company if needed.

12. TERMINATION; CONSEQUENCES OF TERMINATION

12.1 Early Termination by the Company:

12.1.1 Dismissal with Prior Notice. The Company shall be entitled to terminate your employment at any time, without any reason, either on giving 45 (forty-five) days’ notice or without any notice on payment of 45 (forty-five) days’ salary in lieu of notice. The Employee acknowledges and agrees that such notice (or payment in lieu thereof) is reasonable notice of termination and no other notice requirements express or implied shall apply.

12.1.2 Dismissal without Prior Notice. Notwithstanding anything contained herein, the Employee will be liable to be dismissed without notice or payment in lieu thereof or any compensation whatsoever, or will be liable to suffer any other lesser punishment the Company may at its sole discretion impose, if among other things:

- (a) the Employee is found to have committed an offence involving moral

turpitude or any act subversive of good conduct and discipline like insubordination, gross negligence, corruption, fraud, forgery, embezzlement, misappropriation, incurring excessive debts; or

- (b) the Employee disobeys a lawful direction of the Company; or
- (c) the Employee commits any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this Agreement, or is guilty of any negligence or misconduct in connection with or affecting the business or affairs of the Company; or
- (d) the Employee becomes bankrupt or have a receiving order made against him/her or make any general composition with his/her creditors; or
- (e) the Employee commits an act or acts in breach of the confidentiality or the Company's code of conduct or other policies, as may exist from time to time; or
- (f) commission of any act prejudicial to, or in conflict with the interests of the Company by the Employee; or
- (g) any act in breach of any obligations contained herein or the Employee engages in conduct that could bring him/her or the Company into disrepute; or
- (h) the Employee is implicated in criminal cases; or
- (i) the Employee is indulging in substance or alcohol abuse; or
- (j) the Employee is indulging in sexual harassment as per the investigation carried out by the internal complaints committee of the Company.

12.2 Employee's Resignation with Prior Notice. During or after the probationary period, the Employee may resign and terminate this Agreement, by giving the Company 45 (forty-five) days' prior written notice of his/her intention to resign. The Company shall have the sole right to determine whether the Employee shall serve the said notice period or pay salary in lieu thereof. The Employee's ability to terminate his/her employment on payment of 45 (forty-five) days' salary in lieu of notice is subject to change depending on his/her seniority level in the Company and any amendments made to the Company's policy. Notice period guidelines applicable to the Employee according to the Company rules and regulations in force at the time of the Employee's resignation will supersede the above-mentioned notice period, in case of a conflict.

12.3 The Employee agrees that in the event the Company decides to reduce the work force, the Company may at its sole discretion, terminate this Agreement, in terms of Section 12.1.1, without terminating an employee who joined later than the Commencement Date.

12.4 Upon the termination of this Agreement, the Employee shall (a) deliver and return any and all Proprietary Information, together with all copies thereof, and any and all device

and property (including but not limited to computers, laptops, peripheral equipment, cell phones, USB flash drives, etc.) in his/her possession to the Company; (b) fully cooperate and help transfer his/her job duties to his/her replacement designated by the Company; and (c) not undertake or cause any action or deed which might in any way affect the Company's reputation or good standing, or those of its products/services. Further, upon the termination of this Agreement, the Company may set-off amounts the Employee owes the Company against any amounts payable by the Company to the Employee at the date of termination, except for amounts the Company is by law not entitled to set-off. The Employee agrees to make any payment to the Company of any sums owed by him/her to the Company upon demand by the Company at any time and that any such sums will be recoverable by the Company as a debt. This sub-section is without prejudice to the right of the Company to recover any sums or balance of the sums owed by the Employee to the Company under the applicable laws.

12.5 The Employee agrees to not make any adverse or negative communication whether written or oral, including any statements, representations or take any action which may, directly or indirectly or likely to disparage the business or reputation of the Company, its subsidiaries, affiliates, shareholders, directors, officers, employees, advisors publicly or otherwise, during his/her employment and thereafter.

12.6 Sections 6 to 13 of this Agreement shall survive the termination of this Agreement for whatever reason.

13. INDEMNIFICATION

The Employee agrees to indemnify and hold harmless the Company, its officers, employees and agents against all liability or loss (including loss of profit and legal costs) arising directly or indirectly from, and any costs, charges and expenses incurred in connection with, any breach of this Agreement and the obligations contained herein by the Employee.

14. MISCELLANEOUS

14.1 **NOTICE.** Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered to the other Parties, upon delivery; (b) five (5) business days after deposit in the mail as certified mail, receipt requested, postage prepaid and addressed to the relevant Party as set forth below; (c) one (1) business day after deposit with an overnight delivery service, postage prepaid, addressed to the relevant Party as set forth below with next business day delivery guaranteed, provided that the sending Party receives a confirmation of delivery from the delivery service provider, or (d) when sent to an e-mail address, upon the sending Party's receipt of an acknowledgement from the relevant Party (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement). A Party may change or supplement the addresses given below, or designate additional addresses, for purposes of this Section 14.1 by giving the other Party written notice of the new address in the manner set forth above.

If to the Company:

Attention: Michelle Jiang

Address: Unit 60 Level 18 One Horizon, Centre Golf Course Road, Dlf Qe, Dlf Qe, Gurgaon- 122002, Haryana

E-mail: michelle.jiang@integralife.com

If to the Employee:

Address: Room No: 13, Janardhan Bhavan, Chimatpada Marol Naka, Andheri Kurla Road, Near Kulsum Dairy, Andheri East, JB Nagar, Mumbai - 400059. India

E-mail: avinashmishra393@gmail.com

14.2 ASSIGNMENT. The Employee agrees that the Company may assign its rights and obligations under this Agreement to any other party without the consent of the Employee. The Employee cannot assign its rights and obligations under this Agreement to any other party, without the prior written consent of the Company.

14.3 LANGUAGE. This Agreement is written in English. The Employee may request for a copy in its preferred language, the cost of which shall be borne by the Employee. In the event of any inconsistency or discrepancy between the English provisions and the translated provisions, if any, the English provisions shall prevail.

14.4 AMENDMENT AND WAIVER. No amendment or waiver of any provision or condition of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the Parties (or, in the case of a waiver, by or on behalf of the Party waiving compliance). Unless expressly agreed, no amendment or waiver of any provision or condition of this Agreement shall constitute a general amendment or waiver of any provision or condition of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of amendment or waiver, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so amended or waived.

14.5 GOVERNING LAW AND JURISDICTION. This Agreement shall be construed in accordance with and governed by the laws of the Republic of India. The Employee and the Company agree that any dispute in connection with this Agreement or the Employee's employment with the Company shall be subject to exclusive jurisdiction of the competent court having jurisdiction over the Company's registered address. The Employee hereby agrees to unconditionally and irrevocably submit to such exclusive jurisdiction of the competent court having jurisdiction over the Company's registered address.

14.6 COUNTERPARTS. This Agreement shall be executed in two (2) counterparts, each of which shall be considered one and the same instrument, and each of which shall be deemed an original.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as at the date and year first above written.

INTEGRA MEDICAL DEVICES INDIA PRIVATE LIMITED

By: 

Name: Michelle Jiang

Title: Director, Human Resources Asia Pac

AVINASH R MISHRA



Address: Room No: 13, Janardhan Bhavan, Chimatpada Marol Naka, Andheri Kurla Road,
Near Kulsum Dairy, Andheri East, JB Nagar, Mumbai - 400059. India

EXHIBIT A

PROPRIETARY INFORMATION AGREEMENT FOR EMPLOYEES

In consideration of my employment with INTEGRA MEDICAL DEVICES INDIA PRIVATE LIMITED (the "Company"), a subsidiary of Integra LifeSciences Corp. ("Integra U.S."), I, AVINASH R MISHRA, agree as follows:

1. Proprietary Information

- 1.1 I understand that my employment creates a relationship of trust and confidence between me and the Company with respect to Proprietary Information (as hereinafter defined) of the Company, Integra U.S. and its affiliates (collectively called "Integra"), learned or received by me in the course of my employment.
- 1.2 All Proprietary Information that comes into my possession while employed by Integra is the exclusive property of Integra. I agree not to directly or indirectly use or disclose any of the Proprietary Information at any time except in connection with and for the purposes of my employment with the Company or within Integra.
- 1.3 For the purposes of this Agreement, "Proprietary Information" shall mean trade secrets, confidential knowledge, data or any other proprietary information of Integra. By way of illustration but not limitation, "Proprietary Information" includes: (i) inventions, trade secrets, ideas, data, programs, works of authorship, know-how, improvements, discoveries, designs, techniques and other sensitive information; (ii) technical information relating to Integra's existing and future plans or products, including, where appropriate and without limitation, software, firmware, information, patent disclosures, patent applications, development or experimental work, formulae, engineering or test data, product specification and part lists, names of suppliers, customers or contractors, techniques, processes and apparatus relating to the same disclosed by Integra to me or obtained by me through observation or examination of information; (iii) confidential marketing information (including without limitation marketing strategies, business leads, customer names and requirements and product and services, prices, margins and costs); (iv) confidential product, marketing, development and other plans; (v) confidential financial information provided to me by Integra; (vi) personnel information (including without limitation employee compensation); (vii) confidential information relating to Integra including, without limitation, corporate information and secrets, unannounced financial results, reports and statements or information, projections, profiles, investment plans, capitalization plans, business plans or expansion plans or arrangements relating to its business whether or not with third parties; and (viii) other confidential business information or information received by me or words to that effect conveyed, transmitted, recorded or stored by any means whatsoever including, without limitation, documents, drawings, photographs, computer diskettes, computer hard disks, computer network storage devices, internet or intranet electronic mail, discs, designs, plans or models or any of the media (electronic or otherwise) for storing or recording information. Proprietary Information shall not include information which (a) I can prove by documentary evidence produced to the Company within seven (7) days of disclosure that such Proprietary Information was already in my possession and at my free disposal

before the disclosure hereunder to me; (b) is hereafter disclosed or published to me without any obligations of confidence by a third party who has not derived it directly or indirectly from Integra and without breach of any confidentiality undertaking by the third party; (c) is or becomes generally available to the public through no act or default on my part; or (d) I am required to disclose by law or judicial process.

- 1.4 All Integra property, including, but not limited to, Proprietary Information, documents, data, records, apparatus, equipment and other property, whether or not pertaining to Proprietary Information, provided to me by Integra or produced by me or others in connection with the services I perform for Integra shall be and remain the sole property of Integra and shall be returned promptly to Integra as and when requested by Integra. I shall return and deliver all such property upon termination of my employment and agree that I will not take any such property or any reproduction of such property upon such termination.
- 1.5 I recognize that Integra has received and, in the future, will receive information from third parties which is private or proprietary information subject to a duty on Integra's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree that during the term of my employment and thereafter I owe Integra and such third parties a duty to hold all such private or proprietary information received in the strictest confidence and not to disclose it, except as necessary in carrying out my work for Integra consistent with Integra's agreement with such third party.
- 1.6 I shall not reproduce, convert or store the Proprietary Information in any form or manner whatsoever (including all forms of electronic storage and all forms of storage or recording media such as, but not limited to, diskettes, hard disk drives, computer network storage devices, electronic mail, cassette tapes or discs) except with the prior written consent of Integra.

2. Inventions

- 2.1 I agree to promptly disclose to Integra, or any persons designated by it, all ideas, improvements, inventions, programs, formulae, processes, techniques, discoveries, developments, designs, trade secrets, know-how and data, whether or not patentable or registerable under copyright or similar statutes, and all designs, trademarks and copyrightable works that I may solely or jointly make or conceive or reduce to practice or learn during the period of my employment which (i) are within the scope of the services which I provide to Integra, and are related to or useful in the business of Integra or to Integra's actual or demonstrably anticipated research, design, development, experimental, production, financing, manufacturing, licensing, distribution or marketing activity; or (ii) result from tasks assigned to me by Integra; or (iii) are funded by Integra; or (iv) result from use of premises owned, leased or contracted for by Integra (collectively, "Inventions"). Such disclosure shall continue for one (1) year after termination of my employment with respect to anything that would be Inventions if made, conceived, reduced to practice or learned during the period of my employment.
- 2.2 Except as set forth in Attachment 1, I hereby agree and irrevocably assign to Integra any worldwide rights, title or interest in all Inventions, whether or not patentable,

copyrightable, or subject to any form of protection, made, created, developed, written, conceived or learned by me in whole or in part, either alone or jointly with others, during the course of my employment with the Company. I further agree that all Inventions shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents, copyrights, trade secrets, designs, trademarks, layout-designs and all other industrial or intellectual property rights in connection therewith. I further agree to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights, trade secrets, designs, trademarks, layout-designs and all other industrial or intellectual property rights in connection with the Inventions in any and all countries, and to that end I will execute all documents necessary:

- (i) to apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights, designs, trademarks or any other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and
- (ii) to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyrights, designs, trademarks or any other analogous protection.

2.3 In the event Integra is unable, after reasonable effort, to secure my signature to any document for the application, obtaining or vesting of any patent, copyright, design, trademark or other analogous protection relating to an Invention, whether because of my physical or mental incapacity or for any other reason whatsoever, I hereby irrevocably designate and appoint Integra and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright, design, trademark or other analogous protection thereon with the same legal force and effect as if executed by me. My obligation to assist Integra in obtaining and enforcing patents and copyrights for such Inventions in any and all countries shall continue beyond the termination of my employment, but Integra shall compensate me at a reasonable rate after such termination for time actually spent by me at the Company's request on such assistance.

2.4 I have attached as Attachment 1 to this Agreement a complete list of all inventions, discoveries, developments, improvements and trade secrets which have been made or conceived or first reduced to practice by me alone or jointly with others prior to my employment with the Company which I desire to remove from the operation of this Agreement, and I covenant that such list is complete.

2.5 If no such list is attached, I represent that I have made or conceived no inventions, discoveries, developments, improvements and trade secrets at the time of signing this Agreement that are to be removed from the operation of this Agreement.

3. Property of Others

3.1 I represent that my performance under this Agreement does not and will not breach any

agreement to keep in confidence proprietary information or trade secrets, if any, acquired by me in confidence or in trust prior to this Agreement. There are no agreements, written or oral, conveying rights in any research conducted by me. I have not entered into, and I agree that I will not enter into any agreement either written or oral in conflict herewith.

- 3.2 I represent that as part of the consideration for the offer of employment extended to me by the Company, and for my employment and continued employment by the Company, I have not brought and will not bring onto the Company's premises or use in the performance of my duties with the Company any equipment, supplies, facility or trade secret information of any current or former employer or organization to which I provided services which are not generally available to the public, unless I have obtained written authorization for their possession and use.

4. Remedies for Breach

In recognition of the fact that irreparable injury will result to Integra in the event of a breach of my obligations under this Agreement, that monetary damages for such breach would not be readily calculable, and that Integra would not have an adequate remedy at law therefore, I acknowledge, consent and agree that in the event of such breach, or the threat thereof, Integra shall be entitled, in addition to any other legal remedies and damages available, to specific performance thereof and to temporary and permanent injunctive relief (without the necessity of posting a bond) to restrain the violation or threatened violation of such obligations by me and persons acting for or in connection with me. Integra's right to injunctive relief shall not limit its right to any other remedies, including damages.

5. Modifications

No modification of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

6. Severability

If any provision of this Agreement should be held by a court of competent jurisdiction to be invalid or in any way unenforceable it shall be severed and the remaining provisions shall not in any way be affected or impaired and this Agreement shall be construed so as to most nearly give effect to the intent of the Parties as it was originally executed.

7. Entire Agreement

This Agreement, together with my Employment Agreement, supersedes and cancels any and all previous understandings, representations and agreements of whatever nature between me and Integra with respect to the matters covered herein. These Agreements constitute the full, complete and exclusive agreements between me and Integra with respect to the subject matters herein.

8. Successors and Assigns

This Agreement will be binding upon my heirs, executors, administrators and legal representatives and will be for the benefit of Integra and its successors and assigns.

9. Governing Law and Jurisdiction

This Agreement shall be construed in accordance with and governed by the laws of the Republic of India. Any dispute arising out of or relating to this Agreement shall be exclusively referred to the courts having jurisdiction in India.

[Signature page follows]

Signed and agreed to by:

INTEGRA MEDICAL DEVICES INDIA PRIVATE LIMITED

By: 

Name: Michelle Jiang

Title: Director, Human Resources Asia Pac

AVINASH R MISHRA



Address: Room No: 13, Janardhan Bhavan, Chimatpada Marol Naka, Andheri Kurla Road,
Near Kulsum Dairy, Andheri East, JB Nagar, Mumbai - 400059. India

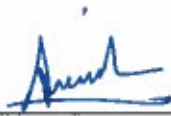
ATTACHMENT 1

LIST OF PRIOR INVENTIONS AND ORIGINAL WORKS OF AUTHORSHIP

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
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☐ No inventions or improvements

☐ Additional Sheets Attached

Signature: 

Name: Avinash Mishra

Date: 5th June 2024

ANNEXURE 1

Salary and Other Benefits Breakup	<p>Annual Basic Salary: INR 727,656</p> <p>Annual HRA: INR 363,828</p> <p>Annual Medical Allowance: INR 15,000 (Medical Allowance is temporary and will be removed once we have Group Insurance in place.)</p> <p>Annual Conveyance Allowance: INR 19,200</p> <p>Annual Meal Allowance: INR 30,000</p> <p>Annual Leave Travel Allowance: INR 33,000</p> <p>Annual Special Allowance: INR 266,628</p> <p>Annual Target Sales Incentive: 30% of base subject to the sales plan rules published separately by Integra. The Employee must be a current employee on the date the incentive is paid to be eligible to receive payment.</p> <p>Company acknowledges and agrees that where an Employee has agreed to pay ('Notice Pay') instead of serving notice period with his previous employer in order to join the Company, the Company shall reimburse the Notice Pay to the Employee. However, where such an Employee decides to voluntarily resign from the Company within two years of joining for any reason, the Company shall be entitled to receive the Notice Pay from the Employee or may adjust the same in the Employee's full and final settlement with the Company. Where the Company terminates his/her employment, the Employee is not required to reimburse the Notice Pay amount unless the termination is due to misconduct, fraud, negligence, breach of contract, or any other similar act committed by the Employee.</p>
Hours of Work	<p>Monday through Friday; 10 hours a day with the working hours from 8:30 AM to 6:30 PM or as maybe decided by the manager, which is inclusive of 1 hour of lunch break.</p>
Leaves	<p>Annual Leave: 18 days.</p>



	<p>Annual Sick Leave: 7 days.</p> <p>Annual Casual Leave: 7 days.</p> <p>In the event of absence or lateness for whatever reason including illness, the Employee shall immediately notify the Company by telephone, and a medical certificate from a doctor approved by the Company or from a government hospital or clinic, or medical specialists to whom the Employee is referred by a doctor approved by the Company, certifying the Employee's physical condition, shall be delivered to the Company.</p> <p>For the first year, annual leave and sick leave is prorated based on the Employee's actual start date.</p>
<p>Public Holidays</p>	<p>10 days public holidays for the following days:</p> <ol style="list-style-type: none"> 1) Republic Day 2) Independence Day 3) Mahatma Gandhi's birthday 4) Holi 5) Good Friday 6) Idul Fitr 7) Muharram 8) Dussehra 9) Diwali 10) Christmas <p>Plus 2 days company floating holidays.</p> <p>The list of public holidays indicated above is for the current calendar year and will be revised by the Company every calendar year. The Company shall provide the revised list to the Employee on or prior to the commencement of each calendar year.</p>