



## EMPLOYEE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (hereinafter the "Confidentiality Agreement") is made and entered into on 04-Dec-2024

### by and between

**Ventra Health India Pvt. Ltd.**, (formerly known as ArcMed Analytics and Services Private Limited), a company registered under the Companies Act 1956 / 2013 and having its registered office at **4B, Campus, Phase II, Millenia Business Park, M.G.R. salai (Veeranam road), Perungudi Town, Sholinganallur Taluk, Taluk, Kancheepuram District - 600096**, hereinafter referred to as "the Company" which expression shall unless it is repugnant to the context or meaning thereof include its successors and assigns of the One Part,

And **Ms. Ramuthai Nagaraj (Emp ID: AR03404)** residing at residing at **24/30 padmavathi Puram 7 th st Gandhi Nagar post Tiruppur** hereinafter referred to as the "Employee" (which expression shall unless it is repugnant to the context or meaning thereof include his/hers heirs, executors and administrators) of the Other Part.

### WHEREAS

- a) the Employee has been informed by the Company and understands that the Company is engaged in providing among other things information technology enabled services to the US healthcare market.
- b) the Company's business depends on Company's possession of confidential, proprietary information, not generally known to others, including specialized information about research, development, production, marketing, and management in Company's business.
- c) the Company wishes to protect its confidential proprietary information and ensure that all employees agree to maintain the confidentiality of this information.
- d) the Employee acknowledges that the Company desires to protect its confidential proprietary information, that his/her employment creates a duty of trust and confidentiality to the Company with respect to its confidential proprietary information and, as a condition of employment or continued employment with the Company, Employee agrees to be bound by the terms of this Agreement.

### 1. Confidential Information.

#### a. Confidential Information and its use:

i. The Employee understands that "Confidential Information" means any Company proprietary information, documents regarding the Company's work flow processes, voice files, data, text stored in computer or in paper or in any other software, notes and medical reports, patient information of any nature, literature, records of any nature, emails, fax, log-sheets, manuals, computer programs and applications and data/information in any means that may be provided by virtue of being associated with the Company, in connection with Company's business or its clients and associates.

ii. The Employee understands that "Confidential Information" includes, but is not limited to, Protected Health Information of the Company's clients and information pertaining to any aspects of the Company's business which is either information not known by actual or potential competitors of the Company or other third parties not under confidentiality obligations to the Company, or is otherwise proprietary information of the Company or its clients or vendors or suppliers, whether of a technical nature or otherwise. The Employee further understands that Confidential Information does not include any of the foregoing items which has become publicly and widely known and made generally available through no wrongful act of the Employee or of others who were under confidentiality obligations as to the item or items involved.

iii. The Employee agrees at all times during the term of his/her relationship with the Company and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company and to the extent necessary to perform his /her obligations to the Company under the relationship, or to disclose to any person, firm, corporation or other entity without written authorization of the Board of Directors of the Company, any



Confidential Information of the Company which the Employee obtains. The Employee further agrees not to make copies of such Confidential Information except as authorized by the Company.

b. The Employee understands that he/she will get acquainted with or have access to the following:

i. Protected Health Information ("PHI") including but not limited to the information created or received by the Company from or on behalf of its Clients. Protected health information means and includes individually identifiable health information, which is transmitted by and/or maintained in electronic media or in any other form or medium.

ii. "Individually Identifiable Health Information" which is information, including demographic information collected from an individual, and is created or received by a health care provider, health plan, employer, or health care clearing house; relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; and that identifies the individual; or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

In terms of the Privacy Rule obligations under HIPAA and related provisions, protection has to be ensured of all "individually identifiable health information" held or transmitted by the Company and its employees, in any form or media, whether electronic, paper, or oral.

2. The Company specifically states that as all clients of the Company ("Client/s") are governed by the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder, the American Recovery and Reinvestment Act of 2009, Public Law 111-5, which includes the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and other applicable laws of the United States of America, the Company (and its employees) shall be bound by the provisions of the aforesaid laws as may be applicable in the course of performing services to its various clients, including but not limited to the use and disclosure of protected health information as set out herein and the Employee agrees to comply with the specific obligations under Annexure 1 to this Confidentiality Agreement (such Annexure 1 forms part of this Agreement).

3. Third Party Information. Employee recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Employee agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out his/her work for the Company consistent with the Company's agreement with such third parties.

4. Prior Obligations. The Employee represents that his/her performance of all terms of his/her prior agreements as Employee of the Company has not breached and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by him/her prior or subsequent to the commencement of his/her relationship with the Company, and the Employee will not disclose to the Company or use any inventions, confidential or non-public proprietary information or material belonging to any previous, client, employer or any other party. The Employee will not induce the Company to use any inventions, confidential or non-public proprietary information, or material belonging to any previous client, employer or any other party.

5. Intellectual Property. The Employee hereby understands and acknowledges that all services provided herein shall be treated as "work for hire" and all intellectual property arising thereon, as may be applicable shall stand automatically assigned to the Company.

6. Returning Company Documents. The Employee agrees that, at the time of termination of his/her relationship with the Company, the Employee will return/deliver to the Company (and will not keep in his/her possession, recreate or deliver to anyone else) any and all literature, documents, data, correspondence, client details, notes and medical records, patient information and reports of any nature, manuals, material, computer programs and applications and such other documents or property, or reproductions of any of the aforementioned items



developed by him/her pursuant to the relationship or otherwise belonging to the Company, its successors or assigns. The obligations under this Confidentiality Agreement survive any termination of the relationship.

7. Notification to Other Parties. In the event that Employee leaves the employment of the Company, the Employee hereby consents to the notification by the Company to his/her new employer about his/her rights and obligations under the Confidentiality Agreement.

8. Voluntary Execution. The Employee certifies and acknowledges that he/she has carefully read all of the provisions of the Confidentiality Agreement and that he/she understands and will fully and faithfully comply with such provisions.

9. Effective Date. The Confidentiality Agreement shall become effective on its execution with immediate effect and shall remain in force for the term of the Employee's employment with the Company and for a period of 3 (three) years thereafter.

10. Survival of Confidentiality Agreement. The Employee understands and agrees that his/her employment relationship are governed by the Employee's employment terms, which he/she has signed with the Company. This Confidentiality Agreement supplements the Employee's terms of employment with the Company and where: (i) the Confidentiality Agreement is silent, the terms and conditions of employment shall govern; and, (ii) the Confidentiality Agreement is in conflict or inconsistent with the employment terms, the terms and conditions of Confidentiality Agreement shall govern. The Employee further understands that this Confidentiality Agreement shall survive termination of his/her employment, regardless of the reason for termination. Survival. The provisions of the Confidentiality Agreement shall also survive the termination of the relationship and the assignment of the Confidentiality Agreement by the Company to any successor in interest or other assignee.

11. This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire agreement between the Parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of each Party and no failure or delay in enforcing any right will be deemed a waiver. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

12. This Agreement shall be governed by the laws of India and Chennai courts shall have jurisdiction. This Agreement is written in the English language only; which language shall be controlling in all respects.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS CONFIDENTIALITY AGREEMENT ON THE DATE STATED HEREINABOVE.

SIGNED AND DELIVERED by and on behalf of represented by **Ventra Health India Pvt. Ltd.**, (formerly known as ArcMed Analytics and Services Private Limited)

*Lakshmi Menon*

**Lakshmi Menon**

**Vice President, Human Resources**

Signed by:  
*Ramuthai Nagaraj*  
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SIGNED AND DELIVERED by and on behalf of

**Ramuthai Nagaraj:**

Employee



Annexure- 1

OTHER OBLIGATIONS TO BE FOLLOWED BY THE EMPLOYEE

The Company and its employees are bound by the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and other regulations promulgated thereunder, the American Recovery and Reinvestment Act of 2009, Public Law 111-5, which includes the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and other applicable laws (collectively referred to as "Regulations")

Protected Health Information ("PHI") includes but is not limited to the information created or received by the Company from or on behalf of its Clients. Protected health information means and includes information collected from an individual, created or received by a health care provider, health plan, employer, or health care clearing house and relating to the past, present, or future physical or mental health or condition of an individual and details regarding the provision of health care to an individual transmitted by and/or maintained in electronic media or in any other form or medium.

The Obligations of Employee as per the Regulations are as follows:

1. Employee shall be permitted to use and/or disclose PHI created or received on behalf of the Company only if such use or disclosure is in accordance with the terms of this Agreement and 42 CFR §164.504(e) of the Privacy Rule.
2. Employee agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.
3. Employee agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Employee agrees to implement such administrative, physical and technical safeguards, as the Company may communicate to the Employee, that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic PHI.
4. Employee agrees to mitigate, to the extent practicable, any harmful effect that is known to Employee of a use or disclosure of PHI by Employee in violation of the requirements of this Agreement.
5. Employee agrees to immediately report to the Company any use or disclosure of PHI not provided for by this Agreement of which it becomes aware. Employee also agrees to report to the Company any security incident, including any breach of PHI and all data breaches whether internal or external, related to PHI of which Employee becomes aware.
6. Employee shall cooperate to provide such reports, documentation, disclosures, notes as may be required by the Company on a timely basis, in accordance with law.
7. The Company reserves the right to initiate and pursue such legal action (civil and/or criminal) and/or claim for damages in the event of a violation or breach of any of the obligations specified herein on the part of the Employee.