

APP/LETT/Aug/23052

August 16, 2021

**Muthupandian Mahendran**  
Chennai

Dear Muthupandian,

**SUB: EMPLOYMENT LETTER**

We are pleased to provide you an Employment Letter as **Junior Process Associate** with AGS Health Private Limited ('the Company') with appropriate responsibilities for such role. The commencement date of your employment shall be **August 16, 2021**.

This letter will set forth the economic and key employment terms and conditions of your employment which are binding on both the Company and you, and by signing a copy of this letter, you accept our offer based on the valid consideration of a professional opportunity of employment with appropriate remuneration in our Company.

**1. Probation Period**

You will be on Probation from the date of commencement of your employment for a period of six (6) months. Your probation period will continue to be so unless and until you are expressly confirmed in the regular service of the Company but in any event shall not be for a period exceeding one year.

Notwithstanding anything stated herein, during the probation period, if your services are found unsatisfactory at any time during the period of your probation, your appointment will be terminated/cancelled without notice or compensation in lieu of notice. This Letter is contingent upon satisfactory completion of a pre-employment background verification process.

In the event of your resigning from the services of the Company during probation period, you will be required to give one month notice or an amount equivalent to one month's gross salary in lieu thereof. However, it would be at the discretion of the Company to waive the notice period on a case to case basis.

**2. Compensation & benefits**

Your compensation & benefits will be as mutually agreed and specified in the offer letter provided to you. During your employment period your compensation & benefits are subject to change based on your performance and also based on the Company's performance. You will also be eligible to participate in other benefit plans that are made available by the Company from time to time, as applicable to your Grade. The Company reserves the right to terminate, change or modify any or all aspects of any compensation & benefits programs at any time.

As mutually agreed between us, any incentive or variable pay that may be applicable to you, will be paid based on achievement of certain key result areas on such parameters as may be fixed by your reporting authority with your concurrence. Such payment being purely linked to performance will vary according to performance. Statutory Bonus as applicable will be paid to you at the appropriate rates either on a monthly basis or annual basis at the discretion of the Company. Your monthly compensation has been fixed for a 48 hour working week.

### **3. Leave Policy**

You shall be governed by the Leave Policy of the Company as amended from time to time.

### **4. Medical Fitness**

You will be requested to provide medical fitness certificate or undergo certain medical tests either on your joining date or during the course of your employment at the discretion of the management.

### **5. Other Key Employment Conditions:**

- i. The Company shall be entitled to modify the terms of your employment subject to applicable statutory legislations and after taking your due consent for the same. You will, in addition to the terms and conditions of employment specifically stated herein, also be governed by the rules, regulations and such other practices, systems, procedure and policies framed, amended, modified or omitted by the Company from time to time. Such announcement will be communicated through mail or through the **Employee Handbook**. Any non-compliance will be subject to disciplinary action. The Employee Handbook, as amended from time to time, will always be available with Human Resources Department and in Company's Intranet which will govern the conditions of your employment. It is your responsibility to go through the Employee Handbook and update yourself periodically with the changes that are made.
- ii. You can be transferred to any location where the Company is carrying on its business, as per the business requirements of the Company.
- iii. During the course of your Employment with the Company, you may be asked to sign a commitment bond, for undergoing certifications/ specialized training program provided by the Company. As part of the consideration for providing such learning opportunity, you fully agree to abide by all the terms and conditions of such bond and you will not raise any objection or concerns at the time of signing such bonds.
- iv. You warrant that you do not own or possess any information or property belonging to any of your previous employers and that your performance of your duties as an employee of the Company will not breach any inventions, assignment, proprietary or confidential information, declarations and non-disclosure agreements with any of your former employers or any other party.
- v. You are not allowed to undertake any other activity in the nature of employment or business except with the prior written consent of the Company whether or not you receive financial compensation for such activities. You understand that the position with AGS Health calls for full time employment and you are expected to commit yourself exclusively to the business of the Company. You cannot take up any other work whether by yourself or in the name of any of your family members, on part time or otherwise, whether for profits or not, or as freelancer, or work on advisory capacity or be interested directly or indirectly in any other trade or business, during the course of your employment with the Company, without obtaining prior written consent of the Company.
- vi. Any inventions, improvements, reports, manuals or any other form of publication containing information relating to the services of the Company ("Intellectual Property Rights") you may produce or formulate during the course of your employment, shall always remain the property of the Company. You agree and understand that such Intellectual Property Rights in respect of any work created or performed will be deemed to have been assigned to the Company.

- vii. You must always maintain highest degree of secrecy of the strategy, names of fellow employees, business lines, Intellectual Property Rights, records, and any other information relating to our Company as may be deemed as "confidential information" from time to time.

If you are found to be violating any of these key employment conditions, you will be subjected to strict disciplinary action against you by the Company and you agree to abide by any decision that the Company may take in this regard including termination of your employment with the Company and / or claiming compensation for any damages suffered by the Company as a result of such violation. You agree that the Company can seek monetary damages as may be quantified by the Company for any such violation or breach of your employment, without having to show anything other than the fact of such breach or violation.

## **6. Termination of Employment**

During the term of your employment, your services with the Company are liable to be terminated at any time, by giving two months notice except in case of a termination due to misconduct. The Employee shall be eligible for Salary and benefits only until the last date of actual employment with the Company. If the Employee is required to serve full notice period, he shall not be entitled to avail of (or adjust/set off) any accrued leave during / against such notice period.

## **7. Resignation by Employee**

- i. You may terminate employment with the Company subject to you giving not less than two month's written notice to the designated officer of the Company.
- ii. The Employee shall either be required to continue working for AGS Health for the full applicable notice period or for such short period as may be required for transition or be relieved from the services immediately, solely at the discretion of the management.
- iii. If required by the management of the Company, you will also be required to train your replacement during such notice period.

## **8. Restrictions during and after employment**

You will not during the term of your employment with the Company and for a period of 1 (one) year following the date of termination of your employment, do or permit any of the following without prior written consent of the Company:

- i. Solicit any client of the Company or its associates or clients of the Company's clients for the purpose of offering to that person services similar to or competing with those of the Company;
- ii. Cause or permit any person directly or indirectly under your control to do any of the acts or things specified above; and
- iii. Solicit any employees of the Company, which includes the persons employed by the Company after termination of your employment with the Company, for the purpose of offering to that person an employment of any interest in any other company, institution, organization or any business whether owned by you or not.

Actual or suspected breach of any of the above conditions shall entitle the Company to injunctive relief to enforce the restrictions given above.

In view of the nature of your duties with the Company, and the compensation and benefits granted by the Company to you, each of the Company and you consider the undertaking in this paragraph to be reasonable in all circumstances. However, if one or more undertakings in this paragraph are held invalid as unenforceable or invalid for any reason by a competent court, adjudicator or arbitrator, the undertakings shall apply with such modifications as to the period, territory or scope of their operations as may be necessary to make them enforceable and valid.

#### **9. Indemnity**

You will fully and effectively indemnify the Company against all losses, damages and expenses incurred due to any breach or alleged breach of the terms of this Employment Letter, or any fraud, misconduct or negligence on your part in the course of your employment with the Company.

#### **10. Governing Law, Arbitration and Severability of Terms**

This Employment will be subject to jurisdiction of courts in Chennai, Tamil Nadu, India, without regard to its choice of law provisions. Any dispute or claim that arises out of this Employment Letter shall be resolved by final and binding arbitration in accordance with Indian Arbitration and Conciliation Act, 1996, by an arbitrator to be appointed by the Company. In the event that any provision of this Employment Letter may be held invalid or unenforceable, such provision shall be ineffective without invalidating the remaining provisions of this Employment Letter.

If the terms of this Employment Letter are acceptable to you, please sign below.

We look forward to a long and mutually rewarding relationship.

Sincerely,



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Name: Prasad P K

Title: General Counsel. VP – Legal and Corporate Affairs

#### **ACCEPTANCE BY EMPLOYEE**

I, **Muthupandian Mahendran** have read & understood and agree to the above terms and conditions governing my services and employment with AGS Health Pvt Ltd.; I hereby agree to be legally bound by the same.

Signature of Employee:

Name: Muthupandian Mahendran

Place: Chennai

Date: August 16,2021