

Date: Mar 14, 2025

EMPLOYMENT AGREEMENT

Ms. Dhulasi Mani Muthu Marimuthu,
Srivilliputtur,
Tamil Nadu 626125

dhulasim1311@gmail.com

Dear Dhulasi,

We are pleased to offer you the position of **AR Analyst** with TruBridge Healthcare Pvt. Ltd. a private limited company incorporated under the Companies Act, 2013 (the "Company") having its registered office at: G101, B Wing, Express Zone Commercial Hub off western express Highway, Goregaon East, Mumbai 400 063, Maharashtra, India on the terms described below.

This employment agreement is for a full-time position based in the Company's office in **Mumbai**, Maharashtra and is deemed effective from **Mar 17, 2025**.

Please note that the terms of employment detailed in this document and attachments here to (collectively referred to as the "Agreement") are strictly confidential. These contents should not be disclosed to third parties without the prior written approval of the Company.


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1. Compensation

Your annual gross compensation will be Indian **Rupees Four Lakhs Eighteen Thousand Eight Hundred Only (₹ 418,800)**.

And the annual fixed component of your cost to the company ("CTC") will be as provided in Indian **Rupees Four Lakhs Forty Thousand Four Hundred Only (₹ 440,400)**. The salary break-up is attached herewith as Attachment A. Your compensation will be reviewed on an annual basis and increments will be determined based on performance, and provided at the sole discretion of the Company.

2. Duties

A schedule of your broad duties and responsibilities will be given to you in due course, which may be subject to revision from time to time. The Company shall assign to you such other duties and responsibilities as may be considered advisable in the Company's interests and at the sole discretion of the Company.

3. Terms and Conditions of Employment

Your employment with the Company shall be governed by the specific terms and conditions provided on the attached herewith as Attachment B.

4. Employment Invention Assignment Agreement

Like all Company employees, you are required, as a condition of your employment with the Company, to sign the Company's Employment Invention Assignment Agreement (the "Assignment Agreement") in substantially the form attached here to as Attachment C.

5. Entire Agreement

This Agreement supersedes any prior agreements, representations or promises of any kind, whether written, oral, express or implied between you and the Company with respect to the subject matters herein. This Agreement may not be modified or amended except by a written agreement between you and the Company.

6. Severability

Each provision of this Agreement including the attachments attached to it shall, to the extent possible, be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this agreement shall be invalid or prohibited under such applicable law, such invalidity shall not affect the validity of the other provisions of this agreement. The said other provisions shall continue in full force and effect unless such unenforceable provision shall materially affect the essence of the agreement and the party benefiting from the said unenforceable provision does not waive its rights to benefit therefrom.

7. Waiver

The failure of either the employer or the employee to insist upon strict adherence to any term of this agreement on any occasion shall not be considered a waiver thereof or deprive the employer or the employee of the right thereof to insist upon strict adherence to that term or any other term of this Agreement.


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To acknowledge your acceptance of this agreement, please sign and date this letter, the enclosed Terms and Conditions, and the Employment Invention Assignment Agreement (along with its Attachments, as applicable) and return them to me.

Please contact your recruiter for any questions or concerns.


For Trubridge Healthcare Pvt. Ltd.

A handwritten signature in black ink, appearing to read "P. Padwal".

Poonam Padwal
Director

ACCEPTED AND AGREED:

Dhulasi Mani Muthu Marimuthu



M Dhulasi Mani Muthu (Mar 14, 2025 21:17 GMT+5.5)

(Signature)

Date: 03/14/2025

Permanent Account Number (PAN): FXCPD1963H

Attachment A: Salary Break-up

Attachment B: Terms and Conditions of Employment

Attachment C: Employment Invention Assignment Agreement

Attachment D: Information Security Policies & Procedures Acknowledgement Form

A handwritten signature in black ink, appearing to be "M.D.", written over a blue horizontal line.

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ATTACHMENT A

SALARY BREAK UP

Name	Dhulasi Mani Muthu Marimuthu	
Designation	AR Analyst	
Department	RCM - Operations	
Earnings		
Components	Monthly (₹)	Annual (₹)
Basic	14,680	176,160
HRA	7,340	88,080
Special allowance	12,880	154,560
Monthly Gross Total (A)	34,900	418,800
Deductions		
Components	Monthly (₹)	Annual (₹)
Employee Provident Fund Contribution	1,800	21,600
Professional Tax (300 in February)	200	2,400
Total Deductions (B)	2,000	24,000
Employer Benefit's		
Components	Monthly (₹)	Annual (₹)
Employer Provident Fund Contribution	1,800	21,600
Employer Benefits Total (C)	1,800	21,600
Cost to company (CTC) (A+C)	36,700	440,400

Note: Medical insurance will be provided with a sum insured (SI) of 2 lacs for employees in Grade 1 & 2, and 4 lacs for those in Grade 3 and above. The premium for this insurance is determined based on your age bracket and the dependents (spouse and up to 2 children, considering their ages) you choose to include in the policy. This premium will be subtracted from your gross salary. Please be aware that the Group Medclaim Policy (GMC) does not extend to employees who are covered under ESIC. All statutory deductions will be enforced as per the Wage Act.

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ATTACHMENT B

TERMS AND CONDITIONS OF EMPLOYMENT

1. Term of Employment

Subject to Sections 6 and 7 below, the term of your employment with the Company is intended to be till you attain the age of retirement. You will retire from the services of the Company on attaining the age of 58 years. Your employment shall stand automatically terminated on the date of your retirement.

2. Probation Period

You will be required to serve a probation period of three (3) months, after the completion of which, your performance will be formally reviewed. The Company will provide you with a written confirmation of the commencement and termination date of your probation period. The Company may in its sole discretion, extend the probation period. Such extension can be granted twice, for a period of one (1) month each. In the event that you fail to perform to the Company's satisfaction during the probation period and the extension thereof, if applicable, your employment shall be terminated for unsatisfactory performance.

3. Reporting Person

During the period of employment, you shall report to the of the Company or as informed to you from time to time.

4. Work Hours

You will be expected to work 40 hours a week. Your work timings will be assigned to you based on process, customer or other factors. The Employee may be required to work such hours outside of the normal work hours if the Company considers it necessary to meet the needs of business.

5. Outside Activities

This position is for a full-time employment with the Company and you shall exclusively devote yourself to the business of the Company. You shall not take on any other work for remuneration (part-time or otherwise) or work in an advisory capacity, or be interested directly or indirectly (except as shareholders or debenture holders) in any other trade or business, during your term of employment with the Company, without prior written permission of the Company.

6. Termination

- (a) During the term of your employment, should you desire to leave the services of the Company, you are required to provide the Company a **30 days'** notice. While you are in probation period your notice period will be of **15days**.
- (b) The Company shall be entitled to terminate your employment with or without cause at any time by giving you thirty (30) days' notice or salary in lieu thereof.
- (c) If you are absent from work for a period of three (3) consecutive working days, without providing any notice or affording any reasons, or without taking Company's prior approval in this regard, the Company will be entitled to forthwith terminate your employment with the Company. In the event that the Company terminates you, you will be provided a written notice of termination. Further, in the event of such termination, you shall be liable to pay the Company an amount of salary equivalent to your notice period as per termination clause 6(a). Notwithstanding the above, the Company shall not be restricted from claiming legal remedies available to it under the ordinary legal recourse. Company shall be entitled to recover any additional damages from you in a manner that the Company may determine suitable in this regard.
- (d) Notwithstanding anything mentioned in this Agreement, the Company may terminate your employment, with immediate effect by a notice in writing (without salary), in the event of your misconduct, including but not limited to, fraudulent, dishonest or undisciplined conduct, breach of integrity, embezzlement, misappropriation or misuse by you of the Company's property, insubordination or failure to comply with the directions given to you by persons so authorized, your insolvency or conviction for any offence involving moral turpitude, breach by you of any terms of this Agreement or the Company's policies or other


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documents or directions of the Company, or upon your conducting yourself in a manner which is regarded by the Company as prejudicial to its interests or to the interests of its clients and/or customers, or any similar reason.

- (e) Notwithstanding anything aforesaid, termination by you shall be subject to the satisfactory completion of all your existing duties, obligations and projects.
- (f) On acceptance of the resignation notice, you will be required to immediately give up to the Company all Proprietary Information of the Company in any form whatsoever belonging to the Company or relating to its business and you shall not make or retain any copies of these items. In the event that the Company directs you to destroy documents or materials containing Proprietary Information of the Company, you shall forthwith do so and provide a written certification to that effect to the Company.
- (g) Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient (i) on the business date of receipt, if sent by courier or personal delivery, or (ii) on the date of transmission if transmitted by electronic mail, addressed to the party to be notified at such party's address as set forth below, as subsequently modified by written notice:
- (h) Salary details are strictly confidential. Sharing this information without proper authorization is a breach of trust and company policy. Any unauthorized disclosure of salary information will be considered a serious violation. It may result in disciplinary action.
- (i) This agreement is valid basis completion of your background verification. As informed, if any adverse remark or discrepancy is reported in any of details/ documents furnished by you, your employment will be terminated
- (j) Moving system from one location to another will cause termination of employment. Address shared by you during Interview, system will be delivered to the same address.

TO COMPANY:

Trubridge Healthcare Pvt. Ltd.
Address G101, B Wing, Express Zone
Commercial Hub off western express Highway,
Goregaon East, Mumbai 400 063,
Maharashtra, India
Email: hrconnect@viewgol.com

Attn: Poonam Padwal


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7. Holidays/Leave

General holidays will be declared at the beginning of the calendar year and are a benefit for all full-time employees. You may be called upon to attend duties as and when required during holidays, as may be scheduled in accordance with the needs of the Company. You will be entitled to receive earned/privilege leave which shall be calculated at the rate of 2.16 earned days of leave for every twenty (20) days of work performed.

You will be entitled for leave at such time and of such duration as the Company may grant depending upon the exigencies, in accordance with the Company's rules and regulations in force, introduced hereafter or modified from time to time. It shall be your sole responsibility to keep yourself updated of any changes in company policy as amended from time to time. You will be expected to seek approval from your immediate supervisor at least ten days in advance of taking non-emergency leave. However, in case of an emergency or exigent situation, you shall be required to take such approval within five (5) calendar days of resuming your services. In the event any additional leave is required, the additional leave shall be without pay. You shall be required to submit a medical and fitness certificate from a registered medical practitioner in case of three or more consecutive days of medical leave.

8. Benefits

You shall be entitled for all statutory benefits as mandated by the existing provisions under the applicable laws or which may be enforced in the future including, but not limited to, provident fund, gratuity, insurance, as may be applicable to you as per Company's policies and procedures, as amended from time to time.

The Company may in its discretion, from time to time, revise the benefits it provides to its employees.

9. Disclosure of Information

During the term of your employment with the Company, you are required to disclose all material and relevant information, which may either affect your employment with the Company currently or in the future or may be in conflict with the terms of your employment with the Company, either directly or indirectly. If at any time during your employment, the Company becomes aware that you have suppressed any material or relevant information required to be disclosed by you or have provided the Company with misleading or inaccurate information, the Company reserves the right at its sole discretion, to forthwith terminate your employment without any notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you may have been employed by the Company.

Any change in your personal information including residential address should be notified to the Company in writing within three (3) days from the start of such change. Any notice required to be given to you shall be deemed to have been duly and properly given if delivered according to section 6(g).


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10. Use of Company Property

You must comply with the Company's policy on use of email, internet and computers. Unauthorized use or tampering with computers will be regarded as serious misconduct and may lead to your summary dismissal. In particular, you agree to access only systems for which you have been authorized and that you will not in any circumstances load a program or data into one of the Company's computers unless the program or data originates from the Company, has been provided for your use, and has been tested for viruses in advance. Should the Company provide telephones (including mobile and voicemail), email, or internet access, such devices or systems are to be used for business purposes only. For the purpose of business (including and not limited to quality control, monitoring of policy compliance and unauthorized use and checking messages during periods of absence), communications made by or to you may be monitored or recorded. This applies in particular to telephone (including mobile and voicemail), email and internet use. In the event the Company provides you with computers/mobile phones/data cards or other mobile devices, you will provide the Company with a written undertaking acknowledging receipt of the same and agreeing to adhere to the internal policies of the Company governing usage of such devices, as amended from time to time.

11. Previous Employment

You hereby represent that your performance of the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by you in confidence or in trust prior to your employment by the Company, and you will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employers or others, unless expressly permitted by such previous employer. You hereby represent and warrant that you have returned all property and confidential information belonging to all prior employers, if any. You have not entered into, and agree that you will not enter into, any agreement either written or oral in conflict herewith or in conflict with your employment with the Company (including but not limited to a non-competition agreement with any third party relating to the current, proposed or future business of the Company). You further agree to conform to the rules and regulations of the Company.

12. Confidentiality

You acknowledge that in the course of your employment with the Company, you will obtain knowledge of the business plans, processes, software, know-how, trade secrets, methods, inventions, improvements, disclosures, names and positions of employees and/or other Proprietary Information (as defined in the Employment Invention Assignment Agreement) of the Company and the Company's parent entity, TruBridge Healthcare Pvt. Ltd., a Texas limited liability company ("Parent") (collectively the "Confidential Information").

At all times, both during or after the period of your employment under this Agreement, you shall not (except with written authorization from the Company and except to the extent so authorized in the proper course of your duties) divulge to any person or otherwise make use of your employment under this Agreement to divulge to any person or otherwise make use of any Confidential Information of the Company or any of the Company's dealings, transactions or affairs or that of any of the Company's Parent, subsidiary, affiliate, suppliers, agents, distributors or customers, until such information becomes generally and rightfully known outside the Company.

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All notes, copies, memoranda and other tangible forms of any trade secrets or confidential information concerning the business of the Company or any of the Company's suppliers agents, distributors, clients or customers, including but not limited to financial information, documents, employee lists, customer lists, phone books, which shall be acquired, received or made by the Company during the course of your employment shall be the property of the Company and shall be surrendered by you to someone duly authorized in that behalf at the termination of your employment or at the request of the Company at any time during the course of his employment.

Any breach of confidentiality will lead to immediate termination without the requirement of any notice to be provided to you.

13. No Rights Granted

Nothing in this Agreement shall be construed as granting any rights under any Intellectual Property rights of the Company, including, for the avoidance of doubt, the Company's Parent, subsidiary, and affiliate, nor shall this Agreement grant you any rights in or to the Company's Confidential Information, except the limited right to use the Confidential Information in connection with the Services.

14. Adherence to Company's Employee Handbook and Policies

You agree to conform to and comply with the Company's Employee Handbook, policies, and such directions and orders as may from time to time be given by the Company.

15. Travel

You will be posted in Mumbai, Maharashtra. However, you may be required by the Company to make visits and travel both within India and overseas, as necessary and for such period of time that the Company determines is sufficient to enable you properly perform your duties in the best interests of the Company.

16. Non-Solicitation

During the Non-Solicitation Period (as defined below), you agree that you will not in any manner, either directly or indirectly, solicit or entice employees, vendors, or customers of the Company to join or enter into transactions, as the case may be, with you or with Competitors or other entities which are in direct or indirect competition with the Company.

"Competitor" shall mean any artificial or natural person, who on the date of execution of this Agreement or any time, thereafter, is engaged directly or indirectly, in the business or any activity similar to the business of the Company and shall include such person's relatives.

"Non-Solicitation Period" shall mean the period commencing with the date of this Agreement and ending one (1) year from the date of your termination of employment with the Company. In the event that your employment with the Company is terminated by the Company without cause, the Non-Compete Period will end contemporaneously with the final payment of severance to you under this letter agreement.


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You hereby agree that the covenants and restrictions in this Section 16 are reasonable in their terms and do not impose any undue hardship on your current or future employment prospects. You further agree that if the laws of the state applicable to the provisions set forth in this Section 16 should change, or if any court of competent jurisdiction should hold any term or provision of this Section 16 invalid or unenforceable, then that shall be substituted in the place of such changed, invalid, or unenforceable term or provision a new term or provision that most nearly fulfills or promotes the purpose and intention of this Section 16 and is consistent with such law or judicial jurisdiction.

17. Employment Invention Assignment Agreement

You acknowledge and agree that any work that you may be conducting either on the premises of the Company or otherwise with regard to patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done on behalf of the Company. In this regard, you agree to execute an Employment Invention Assignment Agreement and any and all intellectual property rights in any such work shall belong exclusively to the Company.

18. Customer Data and IT Security

Only specific employees are given access to our software that holds customers' data. Authorization for this will be tracked and monitored.

You will comply with all company policies and applicable laws to ensure that the systems you use to access such data are secured.

19. Arbitration

You agree that the interpretation and enforcement of this Agreement shall be governed by the laws of the Republic of India and all disputes under this Agreement shall be resolved pursuant to the Dispute Resolution section in Attachment C attached hereto.


[Signature page follows]


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This is to certify that I have read this agreement and I fully understand all the terms and conditions of this agreement. I hereby accept and agree to abide by the agreement.

Dhulasi Mani Muthu Marimuthu


M Dhulasi Mani Muthu (Mar 14, 2025 21:17 GMT+5.5)

(Signature)

ATTACHMENT C

EMPLOYMENT INVENTION ASSIGNMENT AGREEMENT

In consideration of, and as a condition of my employment with TruBridge Healthcare Pvt. Ltd. a company duly incorporated under the Companies Act, 2013 (the "Company") I, Rohan do hereby represent and agree as follows:

1. Purpose of Agreement

I understand that the Company is engaged in a continuous program of research, development, production and marketing in connection with its business and that it is critical for the Company to preserve and protect its Proprietary Information (as defined below), its rights in Inventions (as defined below) and Intellectual Property (as defined below) and in all related intellectual property rights. Accordingly, I am entering into this Agreement as a condition of my employment with the Company, whether or not I am expected to create Inventions and Intellectual Property of value for the Company.

2. Proprietary Information

I understand that my employment by the Company creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that will be disclosed to me by the Company that relates to the business of the Company or to the business of any Parent, subsidiary, affiliate, customer or supplier of the Company or any other party (including, for the avoidance of doubt, the customer or supplier of the Company's Parent, subsidiary, and affiliate) with whom the Company agrees to hold information of such party in confidence ("Proprietary Information"). Such Proprietary Information includes but is not limited to Inventions, Intellectual Property, marketing plans, product plans, business strategies, financial information, forecasts, personnel information, customer lists, financial information, business plans and projections and any other information and materials concerning the Company's business, operations or plans and that of its Parent, subsidiary, affiliate, customer or supplier (including, for the avoidance of doubt, the customer or supplier of the Company's Parent, subsidiary, and affiliate) including Protected Health Information under the Confidentiality and Security Agreement in substantially the form attached here to as ATTACHMENT 2.

3. Disclosure of Inventions and Intellectual Property

I will promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets ("Inventions") and Intellectual Property that I make or conceive or first reduce to practice or create, either alone or jointly with others, during the period of my employment, whether or not in the course of my employment, and whether or not such Inventions are patentable, copyrightable or protectable as trade secrets. "Intellectual Property" includes but is not limited to ideas, concepts, creations, discoveries, inventions, improvements, know how, trade secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs including their Source Code; data, documents, instruction manuals, records, memoranda, notes, user guides; in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.


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4. Work for Hire; Assignment of Inventions and Intellectual Property

- (a) Owned by Company. I acknowledge and agree that any copyrightable works prepared by me within the scope of my employment are "works for hire" under the Copyright Act in India and under international copyright laws and that the Company will be considered the sole owner of such copyrightable works, and I shall not have any right, title or interest in the same. I agree that all Inventions and Intellectual property and other rights related thereto (including intellectual property rights) that (i) are developed using equipment, supplies, facilities or trade secrets of the Company, (ii) result from work performed by me for the Company, or (iii) relate to the Company's business or current or anticipated research and development or that of the Company's Parent, subsidiary, affiliate, customer or supplier (including, for the avoidance of doubt, the customer or supplier of the Company's Parent, subsidiary, and affiliate), will be the sole and exclusive property of the Company and are hereby irrevocably assigned by me to the Company immediately upon their formation in perpetuity.

I hereby assign to the Company the entire copyright and all performance rights and all other rights in and to the works performed by me during the term of my employment with the Company for the full period of copyright including all renewals, revivals, reversions and extensions existing under the laws in force in any part of the world to hold the same to the Company, its successors, assignees and licensees absolutely for the full period that such rights are capable of subsisting throughout the world.

- (b) Owned by Employee. If applicable, I have attached as ATTACHMENT 1 to this Employment Invention Assignment Agreement, a complete list of all Inventions and Intellectual Property to which I claim ownership which have been developed by me (whether individually or in collaboration with other parties) prior to commencement of my employment with the Company, and that I desire to remove from the operation of this Agreement, and I acknowledge and agree that such list is complete. If no such list is attached to this Agreement, I represent that I have no such Inventions and Intellectual Property at the time of signing this Agreement.

5. Assignment of Other Rights

In addition to the foregoing assignment of Inventions and Intellectual Property to the Company, I hereby irrevocably transfer and assign to the Company all Intellectual Property Rights. Intellectual Property Rights include (i) all rights, title, and interest under any statute or under common law including patent rights; copyrights including moral rights; and any similar rights in respect of Intellectual Property, anywhere in the world, whether registrable or not; (ii) any licenses, permissions and grants in connection therewith; (iii) applications for any of the foregoing and the right to apply for them in any part of the world; (iv) right to obtain and hold appropriate registrations in Intellectual Property, (v) all extensions and renewals thereof (vi) Causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same.

The Intellectual Property associated with any Inventions shall not be deemed to have lapsed if the Company does not exercise the rights for any period and I agree to waive my rights under Section 19(4) of the Indian Copyright Act, 1957 and any other similar law of any jurisdiction.


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If any Intellectual Property rights, including moral rights, in the Inventions and / or Intellectual Property, cannot (as a matter of law) be assigned by me to Company as provided herein, then (a) I unconditionally and irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against Company with respect to such rights, and (b) to the extent that I cannot, as a matter of law, make such waiver, I unconditionally grant to Company an exclusive, perpetual, irrevocable, worldwide, fully-paid license, with the right to sublicense through multiple levels of sublicenses, under any and all such rights (i) to reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally transmit, and otherwise use the Inventions and Intellectual Property in any medium or format, whether now known or hereafter discovered, (ii) to use, make, have made, sell, offer to sell, import, and otherwise exploit any product or service based on, embodying, incorporating, or derived from the Inventions and Intellectual Property, and (iii) to exercise any and all other present or future rights in the Inventions and Intellectual Property.

6. Assistance

I agree to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, trade secret rights and other legal protections for the Company's Inventions and Intellectual Property in any and all countries. I will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. My obligations under this paragraph will continue beyond the termination of my employment with the Company, provided that the Company will compensate me at a reasonable rate after such termination for time or expenses actually spent by me at the Company's request on such assistance, provided however that for any such reimbursement, adequate documentary evidence of such expenses is to be provided. I appoint the appropriate authorized representatives of the Company as my attorney-in-fact to execute documents on my behalf for this purpose.

7. No Breach of Prior Agreement

I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment by the Company, and I will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employers or others. I represent and warrant that I have returned all property and confidential information belonging to all prior employers. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith or in conflict with my employment with the Company (including but not limited to a non-competition agreement with any third party relating to the current, proposed or future business of the Company). I further agree to conform to the rules and regulations of the Company.

8. Notification

I hereby authorize the Company to notify my actual or future employers of the terms of this Agreement and my responsibilities hereunder.


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9. Publication of Material Concerning Company Business

Prior to my submitting or disclosing for possible publication or dissemination outside the Company any material prepared by me that incorporates information that concerns the Company's business or future business, I agree to deliver a copy of such material to an officer of the Company for his or her review. Within 20 days of such submission, the Company agrees to notify me whether the Company believes such material contains any Proprietary Information, and I agree to make such deletions and revisions as are reasonably requested by the Company to protect its Proprietary Information. I further agree to obtain the written consent of the Company prior to any review of such material by persons outside the Company.

10. Name and Likeness Rights Etc.

I hereby authorize the Company to use, reuse, and to grant others the right to use and reuse, my name, photograph, likeness, voice, and biographical information, and any reproduction or simulation thereof, in any media now known or hereafter developed (including but not limited to film, video and digital or other electronic media), both during and after my employment, for the Company's business purposes.

11. Maintenance of Records

I hereby acknowledge and agree that my contribution to the business of the Company as well as any portion thereof shall be the sole property of the Company from date of creation thereof. During the term of my employment and for 6 months after termination of my employment with the Company, I agree to maintain adequate and current written records on the development of all Intellectual Property and to disclose promptly upon its creation to the Company all Intellectual Property and relevant records, which records will remain the sole property of the Company. I further agree that all information and records pertaining to any idea, process, trademark, service mark, invention, technology, computer program, original work of authorship, design, formula, discovery, patent or copyright that I do not believe to be an Intellectual Property, but is conceived, developed, reduced to practice by me (alone or with others) during the period of employment, shall be promptly disclosed to the Company (such disclosure to be received and kept in confidence).

12. Third-Party Rights

I hereby represent and warrant that I will not use or integrate any third-party materials or data that are not validly licensed to the Company unless previously authorized by my reporting officer in the Company. I represent and warrant that I have not violated the Intellectual Property Rights of any third party, and covenant that I shall not violate the Intellectual Property Rights of any third party in the course of my employment with Company. Provided that in the event the Company is held liable for any violation of any Intellectual Property Rights, I undertake to indemnify the Company or affiliate as the case may be against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

13. Injunctive Relief

I understand that in the event of a breach or threatened breach of this Agreement by me the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.


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14. Governing Law; Severability

I understand and agree that this Assignment Agreement will be governed by, interpreted, and enforced in accordance with the laws of the Republic of India, without regard to or application of choice of law rules or principles. In the event that any provision of this Agreement is found by a court, arbitrator or other tribunal to be illegal, invalid or unenforceable, then such provision shall not be voided, but shall be enforced to the maximum extent permissible under applicable law, and the remainder of this Agreement shall remain in full force and effect.

15. Dispute Resolution

Subject to the exceptions set forth below, I agree that any and all claims or disputes that I have with the Company, or any of its employees, which arise out of my employment or under the terms of my employment, shall be resolved through final and binding arbitration, as specified herein. This shall include, without limitation, disputes relating to this Agreement, my employment by the Company or the termination thereof, claims for breach of contract or breach of the covenant of good faith and fair dealing, and any claims of discrimination or other claims, state or local law or regulation now in existence or hereinafter enacted and as amended from time to time concerning in any way the subject of my employment with the Company or its termination. Binding arbitration will be conducted in Mumbai, India in accordance with the rules and regulations of the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator appointed by the Company. Parties will split the cost of the arbitration, filing and hearing fees, and the cost of the arbitrator. Each side also will bear its own attorneys' fees; that is, the arbitrator will not have authority to award attorneys' fees unless a statutory section at issue in the dispute authorizes the award of attorneys' fees to the prevailing party, in which case the arbitrator has authority to make such award as permitted by the statute in question. I understand and agree that the arbitrator's decision shall be final and binding to the fullest extent permitted by law and enforceable by any court having jurisdiction thereof.

16. Terms of Employment

I understand that this Employment Invention Assignment Agreement, in itself, does not constitute a contract of employment or obligate the Company to employ me for any stated period of TIME BEYOND THE TIME AS PROVIDED FOR IN MY EMPLOYMENT LETTER/AGREEMENT. I understand that my employment can be terminated at any time, for any reason or for no reason, by the Company or by me by providing a written notice as provided in Section 6 of the Employment Agreement. Unless the Company and I have entered into another written document that expressly supersedes this Section 16, this Attachment C read with the Employment Agreement, Attachments A, B, and C constitutes the complete agreement between the Company and me on this term of my employment. This Agreement shall be effective as of the first day of my employment by the Company.


[Signature page follows]


M.D

Applicants Initials

I have read this agreement carefully and I understand and accept the obligations which it imposes upon me without reservation. No promises or representations have been made to me to induce me to sign this agreement. I sign this agreement voluntarily and freely.

Dhulasi Mani Muthu Marimuthu


M Dhulasi Mani Muthu (Mar 14, 2025 21:17 GMT+5.5)


(Signature)

ATTACHMENT 1

The following is a list of Inventions or Intellectual Property or Improvements relevant to the subject matter of my employment with the Company that have been made or conceived or first reduced to practice by me or jointly with others prior to my employment with the Company. I hereby assign an irrevocable and exclusive right to the Company for the following Invention and Intellectual Property under this Employment Invention Assignment Agreement:

No. of inventions or intellectual property or improvements - See Below:

Dhulasi Mani Muthu Marimuthu


M Dhulasi Mani Muthu (Mar 14, 2025 21:17 GMT+5.5)

(Signature)

Date: 03/14/2025

Place: Chennai

ATTACHMENT 2**CONFIDENTIALITY AND SECURITY AGREEMENT**

I have received training pursuant to the Health Insurance Portability and Accountability Act (HIPAA) and as such, I understand that while performing my official duties I may have access to sensitive information, Confidential Information, and Protected Health Information ("PHI"). PHI means individually identifiable health information that is transmitted or maintained in any form or medium. PHI is NOT open to the public. Special precautions are necessary to protect this type of information from unauthorized access, use, modification, disclosure, or destruction.

I agree to protect the information including but not limited to Confidential Information, sensitive information, and PHI (including all data elements described as PHI below but not limited to):

- Addresses
- Telephone numbers
- Fax numbers
- Electronic Mail addresses
- Social security numbers
- Medical record numbers
- Birth date
- Date of death
- Health plan beneficiary numbers
- Account numbers
- Certificate/license numbers
- Vehicle identifiers and serial number, including license plate numbers
- Device identifiers and serial numbers
- Full face photographic images and any comparable images
- Client information (such as, disability insurance claimants, recipients of public social services, participants of state/federal programs, employers, etc.)
- Information about how automated systems are accessed and operate
- Any other proprietary information.
- Any other unique identifying number characteristic, or code.

I agree to protect Confidential Information, sensitive information, and PHI by all means, including but not limited to:

- Accessing, using, or modifying Confidential Information, sensitive information, or PHI only for the purpose of performing my official duties.
- Never attempting to access such information by using a user identification code or password other than my own.
- Never sharing passwords with anyone or storing passwords in a location accessible to unauthorized persons.
- Never exhibiting or divulging the contents of any record or report except to fulfill a work assignment.
- Never showing, discussing, or disclosing Confidential Information, sensitive information, or PHI to or with anyone who does not have the legal authority or the "need to know".


M.D

Applicants Initials


- Storing Confidential Information, sensitive information, and PHI in a place physically secure from access by unauthorized persons.
- Never removing Confidential Information, sensitive information, or PHI from the work area without authorization.
- Disposing Confidential Information, sensitive information, or PHI by utilizing an approved method of destruction, which includes shredding, burning, or certified or witnessed destruction. Never disposing such information in the wastebaskets or recycle bins.
- Reporting any violation of confidentiality, privacy or security policies.

Penalties

Unauthorized access, use, modification, disclosure, or destruction of Confidential Information, sensitive information, and PHI is strictly prohibited. The penalties for unauthorized access, use, modification, disclosure, or destruction of Confidential Information, sensitive information, and PHI may include disciplinary action up to and including termination of employment and/or criminal or civil action.

TruBridge Healthcare Pvt. Ltd. reserves the right to monitor and record all network activity including e-mail, with or without notice, and therefore users should have no expectations of privacy in the use of these resources.

I certify that I have read, understood, and accept the Confidentiality and Security Agreement attached as Attachment 2 to the Employment Invention Assignment Agreement.


M Dhulasi Mani Muthu (Mar 14, 2025 21:17 GMT+5.5)

(Signature)

Name: **Dhulasi Mani Muthu Marimuthu**

Date: 03/14/2025


ATTACHMENT D

INFORMATION SECURITY POLICIES & PROCEDURES ACKNOWLEDGEMENT FORM

Trubridge Healthcare Pvt. Ltd. information security policies and procedures describe important information about how the company operates and its expectations and requirements for employees and contractors who access the customer production environment or customer data. Trubridge Healthcare Pvt. Ltd. requires all employees and contractors who have access to the production environment or any sensitive or confidential customer or Trubridge Healthcare Pvt. Ltd. data to review and acknowledge receipt of these policies and procedures, including:

- Information Security Policy & Procedures
- Confidential Data & Privacy Policy
- Acceptable-Use Policy
- Incident Response Policy

I acknowledge receipt of the above policies and procedures, and that I have read and understood them. I understand that these policies and procedures, and the information they contain, are subject to change, and that Trubridge Healthcare Pvt. Ltd. may modify, supersede, or eliminate them from time to time. I understand that I should consult my immediate supervisor regarding any questions I have regarding these policies and procedures.


M Dhulasi Mani Muthu (Mar 14, 2025 21:17 GMT+5.5)

(Signature)

Name: **Dhulasi Mani Muthu Marimuthu**

Date: **03/14/2025**