

APPOINTMENT LETTER

AHS/APPT/AIRL/Dec-2022/28

Date: 15-Dec-2022

To,

Nilay Sinha

4th Cross Road, Muneshwaram Nagar,
Hosaalya, HSR Layout, Bengaluru,
Karnataka 560068

Dear Nilay,

Congratulations! We are delighted to confirm your offer of employment with **AdvantEdge Healthcare Solutions Pvt. Ltd** in the position of **Associate Analyst – HR Operations** at **Bangalore** on the terms and conditions set out herein after:

1. EMPLOYMENT

1.1. Your date of joining is **31-Oct-2022**.

1.2. Your employment with the Company shall be subject to successful pre and/or post –employment background checks, accuracy of the testimonials and information provided by you. You are being free from any contractual restrictions preventing you from accepting this offer or starting work on the above-mentioned date.

1.3. Dual Employment

1.3.1 You shall not enter into any contract with any third party whether full time or part time during the period of your employment at Company

1.3.2 You will not undertake any other employment, personal business, assume any public or private office or honorary or remunerative except with the prior written permission/ approval of the management.

1.3.3 You shall not indulge in any business, trade, or a vocation for profit or otherwise during your employment with the Company.

1.3.4 Violation of the above shall render you liable for stern action as per applicable Company Policy and / or Law which may include your dismissal/termination from service.

2. PLACE OF POSTING

2.1. Your initial place of posting shall be at **Bangalore**.

AdvantEdge Healthcare Solutions Private Limited

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- 2.2. Your service is liable to be transferred/posted/deputed to any locations/ offices/ projects/ division /departments of the Company existing or in future to be set at any other location in India or abroad, without any additional remuneration as per the transfer/relocation policy of the company.
- 2.3. You are expected to work with a high standard of initiative, efficiency, and economy. You will abide by the duties, order, instructions, and directions given or communicated to you either orally or in written by your superiors.

3. PROBATION

- 3.1. You will be on probation for six (6) months. The Company reserves the right to extend the Probation period for an additional three months in the event that your performance is not up to the expectation.
- 3.2. During Probation period, either you or the company may at any time terminate this letter of appointment, without cause, by giving in writing to other party, **30 days' notice** or requisite salary in lieu thereof.
- 3.3. Your performance will be evaluated according to your efficiency, punctuality, conduct, maintenance of discipline and in accordance with the Company's regulations or policies existing now or in future. It will be your responsibility to read, peruse and follow the Company's regulations/policies, available through different forums, mediums and communications.

4. CONFIRMATION

- 4.1. On completion of initial probation period and till the time that you are intimated in writing regarding your confirmation, you shall be deemed to be on probation.
- 4.2. After confirmation, the employment can be terminated by either party by giving **30 days' notice** or requisite salary in lieu of Notice period. Waiving of the notice period on resignation is at the sole discretion of the company.

5. DUTIES & RESPONSIBILITIES

- 5.1. You shall be assigned with all the duties and responsibilities of the **Associate Analyst - HR Operations** or such other duties on behalf of the Company, as may be reasonably assigned from time to time by the Company's management.
- 5.2. You will be solely responsible for the safe keeping and return in good condition and order of all the properties of the Company which may be in your use, custody, care or charge. For the loss of any property of the Company in your possession, the company will have a right to assess on its own basis and recover the damages of all such materials from you and to take such other actions as it deems proper in the event of your failure to account for such material or property to its satisfaction.

- 5.3. You shall not seek membership of any local or public bodies without first obtaining written permission from the Management.
- 5.4. You shall neither divulge nor give out to any unauthorised person during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our functional /departmental processes, technical know-how, security arrangements, administrative and /or organizational matters of a confidential/secretive nature, which may be your privilege to know by virtue of your being our employee.
- 5.5. You will not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company or those in authority over you.

6. SALARY

- 6.1. As compensation for services to be rendered, you shall be paid an annual salary/CTC of Rs. 312492. The details of the CTC break up are given in Annexure- I provided alongwith this letter. You will receive salary on monthly basis after deducting the applicable statutory and Income Tax deductions.
- 6.2. The salary shall be payable on monthly basis in arrears on or about the last working day of each calendar month, but in no case later than the 7th day of the succeeding calendar month.
- 6.3. Please note your salary details are highly confidential and shall not be disclosed inside or outside the organization by you in any manner whatsoever and any failure on your part to adhere to this obligation shall be considered as serious breach of the terms of this letter of employment.
- 6.4. The payment of all compensation and bonus / incentive, if any, shall be made in accordance with the relevant policies of the Company in effect from time to time, including normal payroll practices, and shall be subject to income tax deductions at source, as applicable. All requirements under Indian tax laws, including tax compliance and filing of tax returns, assessment etc. of your personal income, shall be fulfilled by you.
- 6.5. Salary Revisions shall be based on individual, as well as the company performance. If you are joining the organization on or before 30th September, you may be eligible for compensation review in the subsequent pay review cycle

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7. Mode of Communication

All the external communication sent on your personal email ID nilaysinha1999@gmail.com shall be treated as final and official communication. In case of any change in your email-id, you are required to update the same with the company immediately.

8. Retirement:

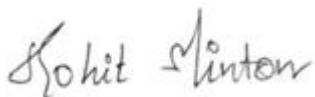
You will retire at the age of 60 years or as amended in accordance with the law.

Your employment shall also be governed by the terms and conditions, which are annexed hereto as Appendix 2, and the same shall form conditions of this letter of appointment/agreement.

Kindly sign and return the duplicate copy of this letter along with the Appendixes, as a token of your acceptance of the terms and conditions set out herein. Also, please initial each page of the letter and the Appendixes.

It is a pleasure to welcome you as an employee. We are confident that your employment with the Company will prove mutually beneficial & rewarding, and we look forward to having you join us.

For AdvantEdge Healthcare Solutions Pvt Ltd



Rohit Minton

Head – Human Resources

Encl:

1. Appendix 1 – FINANCIAL COMPONENTS & BENEFITS
2. Appendix 2 – STANDARD TERMS AND CONDITIONS OF EMPLOYMENT

I **Nilay**, have gone through the aforesaid terms and conditions /terms of appointment and have fully understood the same. I hereby accept and shall abide by the terms of letter of appointment/agreement on the terms and conditions as described in this letter of appointment/agreement along with all the 2 Annexures.

Name:

Date:

Signature:

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Appendix 1: Financial Components

Particulars	Compensation Per Month (Rs.)
Basic	15000
House Rent Allowance	7500
City Compensatory Allowance	500
Gross Salary (Rs.) - 1	23000
Company's Contribution to	
Provident Fund	1800
Provident Fund Charges	150
Gratuity	722
Medical Insurance	369
Subsidized Canteen Facility	-
Employer ESI	-
Company's Contribution (Rs.) - 2	3041
Total Monthly CTC (Rs.) -1 +2	26041
Total Annual CTC (Rs.)	312492

Name:

Date:

Signature:

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Appendix 2:

STANDARD TERMS AND CONDITIONS OF EMPLOYMENT

1. CONFIDENTIALITY

1.1. The term "Confidential Information" shall include all information, whether written or oral, that is not known by, or not generally available to, the public/outsiders at large and that concerns the business, activities, financial affairs, trade secrets, technology of the Company or otherwise relates to the Company, in any manner whatsoever, its customers, their clients, suppliers and other businesses or entities, with whom the Company does business, which may come to your knowledge or possession during the tenure of your employment with the Company. You shall hold such Confidential Information in trust and confidence and shall not disclose or divulge such Confidential Information to any other person or entity or use any such Confidential Information for your own benefit or the benefit of any other party, unless so authorized by the Company or required to be so disclosed or divulged in the course of the proper execution of your duties. You agree to sign the 'Confidentiality Agreement' in this regard, the terms of which shall form an inalienable part of this offer letter.

1.2. You undertake not to make copies or duplicates of any tangible Confidential Information or other sensitive property or materials of the Company, including but not limited to keys, access cards, diskettes, programs, photographs, or such other proprietary information relating to the Company's business.

1.3. You shall keep strictly confidential all the information and material provided to you by the Company or by its client concerning their affairs, in order to enable the Company to perform the service. This also includes such information as is already known to the public which also you will not release, use, or disclose except with the prior written permission of the Company. Your Obligation to keep such information confidential shall remain even on termination or cancellation of this employment.

1.4. You shall keep strictly confidential, details of your salary and employment benefits within and outside the Company.

You agree and confirm that the terms and conditions of this Clause 1 shall survive the termination or discontinuation of your services with the Company.

2. INTELLECTUAL PROPERTY RIGHTS

You shall be required to disclose promptly, completely and in writing to the Company any discovery, invention, methodology or improvements made thereto, process, software applications or products, conceived, developed, or discovered by you, either individually or jointly with others, during your employment. "Inventions" and such Inventions whether or not patent applications are filed thereon shall at all times belong absolutely to the sole and absolute property of the Company. You agree to treat such Inventions as Company proprietary and confidential and to use such Inventions solely for the benefit of the Company. You agree to assign to the Company any and all rights, title, and interest, including, but not

limited to, copyrights, trade secrets and proprietary rights to the Inventions, information, materials, products, and deliverables developed during the performance of services to the Company. You agree that all the work performed by you and all Inventions, information, materials, products, and deliverables developed by you while in the employment of the Company shall be the exclusive property of the Company and all title and interest therein shall vest in the Company. If and when required by the Company, you shall at the Company's expense take out or apply for letters patent, licenses or other rights, privileges, or protection, as may be directed by the Company in respect of such Inventions, so that the benefit thereof accrues to the Company. You shall execute and do all instruments, acts, deeds, and other things, which may be required by the Company for assigning, licensing any Inventions made during the employment, which shall vest with the Company including the name and all benefits arising in respect thereof.

Pursuant to its exclusive proprietary rights, the Company shall have the sole and exclusive right inter alia to use, modify or adapt the Inventions, information, materials, products, or deliverables developed by you during the performance of your services as an employee of the Company.

3. DISCIPLINARY ACTION PROCEDURE

Any breach of the Company's regulations/policies, failure to attain or maintain a satisfactory work standard or any misconduct by an employee will be regarded as a disciplinary or capability matter. Your immediate superior will normally deal with minor disciplinary matters. The procedure for more serious offences including major misconduct shall be as set out under the Company's regulations/policies.

4. COMPANY'S REGULATIONS/POLICIES

You shall abide and be bound by the Company's Code of Conduct /regulations /policies whether currently in force or will be in force in future, and the same shall form part of this letter of employment/agreement. The Company's regulations/policies may be changed/ amended at any time at the discretion of the Company and the changed Company regulations /policies shall thereupon bind you. You will also carry out and abide by any instruction, policies, 'house rules' and 'office orders' issued by the Company from time to time.

5. TERMINATION OF EMPLOYMENT

5.1. This letter is issued to you on the basis of the document/information/declaration given or furnished by you about yourself. If any of the details and information furnished in your application form, or thereafter, are found to be incorrect or if it is found that you have concealed or withheld any essential details, your employment is liable to be terminated without any prior notice or payment in lieu of notice and this appointment shall be considered as null and void.

5.2. In unfortunate circumstances, specified as loss of confidence or breach of commitment or involvement in any act, which is inconsistent with the service conditions of your appointment or any practice, which contravenes the interest of the company and its business credibility, including non-performance, the management reserves its right to discontinue the service immediately, without giving any notice or notice pay to that effect.

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5.3. During Notice Period, you shall cooperate with the Company, as reasonably requested by the Company, to affect a transition of your responsibilities and ensure that the Company is aware of all matters being handled by you.

5.4. Upon termination of your employment with the Company for any reason, you shall promptly return to the Company any keys, passes, confidential documents or material, or any other property belonging to the Company, and return all writings, files, records, correspondence, notebooks, notes and other documents and things (including any copies thereof) containing Confidential Information or relating to the business or proposed business of the Company or its subsidiaries or affiliates. The Company reserves the right not to relieve you of your employment in the event that all the Company's documents/property/Confidential Information in your custody have not been properly handed over by you to an authorized representative of the Company.

5.5. The Company reserves the right during any period of notice to exclude you from the premises of the Company, or to require you to carry out specified duties at premises other than those referred to the letter of appointment/agreement, or to carry out no duties, and to instruct you not to communicate with clients, employees, agents or representatives of the Company until your employment has been terminated, provided that you will continue to be paid and to enjoy normal contractual benefits during any such period, except in the case of suspension. You will not be entitled to engage in any other employment, work, or business during the notice period.

5.6 Upon separation/termination of your employment with the company for any reason, you are required to sign a Separation and Release Agreement with the company, without any additional consideration or payment.

5.7. In addition to all the rights of the Company provided for in this agreement or in any other policies/regulations of the Company or under law, the Company may terminate your employment forthwith in any of the following circumstances:

5.7.1. Breach by you of any of the terms of this letter of employment/agreement;

5.7.2. Breach of any clauses of the Company's regulations/policies as referenced in clause 5 hereinabove;

5.7.3. Unauthorized absence beyond a period of seven consecutive days.

5.7.4. Inability to perform your duties beyond a period of thirty (30) days, whether on medical grounds or on any other grounds;

5.7.5. Physical or mental incapacitation to perform your duties;

5.7.6. Any misrepresentation by you to the Company, whether made orally or in writing and whether expressly or by conduct, and whether at the time of appointment or prior or subsequent thereto;

5.7.7. Commission of any act detrimental to the interests of the Company;

5.7.8. Commission of any act of moral turpitude;

5.7.9. Misconduct;

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- 5.7.10. Commission of an act of insolvency;
- 5.7.11. Conviction in any court of law for the commission of any crime; or
- 5.7.12. Your performance is continuously measured as below expectation.

Notwithstanding anything contained in clause 5.1, the Company reserves the right to terminate your employment without giving any notice period or pay in lieu thereof if you are in breach of the sub-clauses of clause 5.7 hereinabove.

6. REPRESENTATION

You represent and warrant that you are not bound by or subject to any court order, agreement, arrangement or undertaking (including but without limitation any non-competition or non-solicitation undertakings) or any other disability of any nature which may in any way restrict or prohibit you from entering into this letter of employment/agreement or from performing your duties and providing services under this contract of employment on the terms and condition contained herein.

7. DISPUTES

All disputes or differences whatsoever arising between the Company and you out of or relating to the construction, meaning and operation or effect of this letter of employment/agreement or the breach thereof shall be settled by a Sole Arbitrator nominated by the Managing Director of the Company and the award made in pursuance thereof shall be binding on you and the Company. The Arbitration shall be subject to and in accordance with the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be Mumbai.

Name:

Date:

Signature:

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