

To, Vivek Choudhari  
Location: Head Office  
Designation: Data Scientist  
Emp Code: TJ16046

Date: 02-May-2023

### **APPOINTMENT LETTER**

Dear Vivek,

Regarding your application and the interview, you had with us afterward, we are happy to announce that you have been appointed to the position of " **Data Scientist**" in the Department of "**Information technology**" based at "**Head Office**" with effect from May 02, 2023, on the following terms and conditions, subject to finishing all company joining procedures:

"The Company," "We," "us," and "our" refer to Medimaze Solutions Pvt. Ltd".

You concur with the following:

- 1. Assignment:** You hereby expressly agree that we, at our sole discretion, reserve the right to reassign and/or transfer you to any other position within the company, establishment, branch, or group anywhere in India or abroad, in accordance with our need and requirement.
- 2. Salary & Allowance:** Your pay and benefits will be in accordance with the information in Annexure I, which is also attached in full, and they are subject to periodic examination of your work ethic, compliance with your commitments, and/or deductions for any violations of the law (if any). Certain components listed in Annexure I may, at any time and with or without prior notice, be reviewed, adjusted, or removed at the Company's discretion.
- 3. Probation:** You will initially be placed on probation for a period of six months after joining, unless our company's policy is changed to the contrary. We retain the right to confirm either your confirmation or an extension of your probationary term after reviewing your performance and appropriateness. You are thus informed that, subject to the continuance of your services with our business, your services shall be deemed to be on probation up until the receipt of a written confirmation letter from the appropriate authority of our company. Your services will be terminated with or without further notice to you if, for any reason, you are unable to satisfy the employment requirements and instructions of our organization.

**4. Notice Period:**

- a. Either party to this letter may terminate the employment at any time during or after your probationary period by providing the other party with 90 days written notice ("Notice Period"). We have the right to waive the notice period at our sole discretion. However, you expressly agree that if we terminate your job, we will not accept your resignation.
- b. However, if you are unwilling to serve the Notice Period as requested by us in writing, you must pay us three months' net salary for additional leaving formalities.
- c. You agree to execute all leave procedures in the manner provided by us, including any orders from the individual departmental managers as listed on the exit form, and to pay any outstanding balances owed to our firm.

**5. Termination:** If you engage in or attempt to engage in any serious misbehavior, we have the right to immediately terminate your services at any time, with or without warning or payment in lieu of notice, as we see fit. The following instances of egregious misconduct are included, but are not limited to:

- Failure to abide by all applicable rules and/or regulations when conducting business on the company's behalf.
- Misappropriation, theft, or deliberate damage of firm property.
- Disregarding or failing to follow a legitimate directive issued by your superior authority.
- If you were the subject of any criminal inquiry or criminal process, or if you were found guilty of any crime.
- You consume any alcoholic beverages or illegal substances that are illegal under Indian law.
- You are involved, either directly or indirectly, in any employee's sexual harassment or criminal intimidation.
- You employ any type of abuse, whether direct or indirect, to the patient or their family members, including threatening behavior or insulting language.
- You occasionally fall short of the performance goals you were given.

- If you violate any of the terms and conditions stated here, in the current company policy handbook, or as established from time to time by the company management.
- If, either alone or with a coworker, you use foul language, watch banned or illegal videos, make videos, or watch any type of video, it is possible that the company will take disciplinary action against you in addition to any legal action that may be necessary. This will not affect any other rights and remedies that you may have under this letter or the applicable laws.

**6. Assignments / Deputation/ Transfer:** Despite the fact that you have been hired for a specific position, we reserve the right to send you on training/deputation/secondment/assignment/transfer to any branch/department/post in India or abroad where we have operational centers or may have operations in the future, or to any of our subsidiaries or Group companies. Your services may potentially be moved to another firm and/or a service provider of ours. In such a case, the terms and conditions of services applicable to the new assignment, as well as our company's rules and regulations, shall control you. You accept that you are not authorized to engage into a direct agreement or obligation with any entity during your job tenure unless and until the firm expressly authorizes you in writing.

**7. Representation:** This offer is made to you based on your representation, warranties, and experience, including your competency in technical/professional abilities, preparedness to travel independently around the world, and provided documentation pertaining thereto, among other things. During or after employment, if we discover that you suppressed material information or misrepresented or furnished invalid/forged documents, we reserve the right to take all necessary action against you, including immediate termination of your services (if applicable), at your own cost and risk, without prejudice to any other rights and remedies available to us herein or under applicable laws.

**8. Reference / Background checks:** You acknowledge that we retain the right to conduct a background check on you at any time, either directly or indirectly through another service provider, including past employers or references. The report generated based on the results of this verification will be legally binding on you. If the firm receives any negative information about you that might be harmful to its interests, it has the right to promptly terminate your employment with or without prior notice and pursue any other legal remedies.

- 9. Address for communication:** You guarantee that the address on file for your application is accurate such that any correspondence addressed to you at that address will be regarded to have been delivered to you. Additionally, you must not decline any communications that are offered to you. If your residence or permanent address changes, you agree to notify our HR Department via email so that the change may be made in your official records. You also agree to take the necessary steps to ensure that the changes are recorded in all official documents. Additionally, you must provide us with your current bank account information, pan card, Adhaar card, GST (if applicable), and any other papers we may need.
- 10. Integrity:** You must work with the utmost honesty and maintain high standards of loyalty, integrity, and friendly relationships with other TECHJIVAA SOFTWARE PVT. LTD. personnel. You'll be responsible for ensuring effectiveness, satisfaction, and to the best of your competence and ability, you must carry out any commands, instructions, or directions from superiors in connection with the job that has been delegated to you in your area of responsibility.
- 11. Adherence to Rules procedures:** You will be subject to the policies and procedures of our company that are in effect at the time of your employment, and your services may be terminated in accordance with this letter's provisions if any of these are violated, along with any contractual obligations or terms and conditions. We also retain the right to use additional legal actions as it sees proper to safeguard its legal interests.
- 12. Intellectual Property Rights:** You hereby agree to defend our company's intellectual property rights. If you have any intellectual property, you must declare it in writing together with an evidence document at the time of execution of this letter. All intellectual property rights, title, and interest, including but not limited to patents, copyrights, designs, and trademarks developed by you during your tenure with our company or while using our infrastructure, or acquired while performing or discharging official duties at TECHJIVAA SOFTWARE PVT. LTD., shall be the sole and exclusive property of our company and shall be considered "Work made for hire". As and when requested by our firm, you shall execute/sign any necessary agreements for the purpose of transferring the rights to such Intellectual Property. We retain the right to take legal action against you and seek damages if you attempt to keep any such intellectual property apart from the company or use it for your own benefit. Nothing shall be deemed to limit, impair, transfer, license, convey, or otherwise change or deprive our rights or proprietary interests therein, with the exception of the rights, titles, and interests previously indicated. We maintain all of the aforementioned rights, titles, and interests in and to our intellectual property.

"Intellectual Property" refers to all rights, title, and interest in, under, or derived from the following under Applicable Law, whether or not filed, finalized, registered, or recorded:



- All trademarks, service marks, trade names, service names, brand names, company and product names, logos, slogans; all patents and innovations; domain names.
- All know-how, Confidential Information, images, reports, studies, database including patient, customer and database, data collections, technology, technical data, trade secrets, manufacturing and service processes, systems and techniques, protocols, research and development information (including all research and development data, experimental and project plans and pipeline product information), formulas, business and marketing plans, sales network, service network, customer and suppliers lists, industrial models, technical drawings, statistical models, computer programs including all source code, object code, firmware, development tools, files, and other documentation, and other proprietary documentation and information of every kind.

**13. Leave and other Benefits:** You will be permitted to depart in accordance with the company's laws and regulations. Leave will be granted based on the demands of the job and at the discretion of our organization. During your probation term, you will not be entitled to any leaves or benefits other than those provided by law or that are otherwise available to you.

**14. Unauthorized absence:** You must be present at the office or center during regular business hours, your assigned shift, or any other times that have been specifically designated for you in writing. It will be assumed that you are no longer interested in working for the company and have abandoned your service if you miss more than eight (08) days of work without authorization or a good reason. As a result, you agreed to lose your lien on employment. In such a situation, our Company will have the right to immediately terminate your service in accordance with the provisions indicated below, without giving you any notice and without paying you any notice pay.

**15. Medical Fitness:** Your job is contingent on your being discovered and being medically healthy. We reserve the right to have you medically evaluated or re-examined at any time by our qualified medical practitioner, whose findings will be final and binding on you.

**16. Non- disclosure Agreement:** You are not permitted to share or disclose in any way directly or indirectly trade secrets, procedures, inventions, or any other information that we may share with you or that you may learn while working for our company. This prohibition applies to both while you are an employee and after you have left our organization's employ. You are not allowed to share any information with other employees of the firm or with anyone else who is not affiliated with the company, including information about its directors, consultants, or officers, customers, vendors, etc.



**17.Safe custody of Assets:** You are accountable for ensuring the security of all of our and our customers' belongings, whether they were rented or bought, as well as any documents or information in your possession, and for turning them over to the appropriate party when going on leave, being transferred, being separated, or in other situations as determined by the organization. Only official uses authorized by our firm may be made of our resources.

**18.Unauthorized Software:** You must abide by our company's electronic communications policy and not download, install, copy, or replicate any unauthorized or illegal software, programs, games, or attachments on your Desktops/Laptops allotted by the organization. It is forbidden for you to modify any report unless you have received prior written consent from the company's authorized representative. It is also forbidden for you to incite or encourage others to modify reports.

**19.Conflict of Interest:** Your position with our firm requires full-time work, and you will focus only on the operations of our organization. During the course of your employment with our company, you will not accept any other paid employment (whether part-time or otherwise), serve in an advising position, or have a direct or indirect stake in any other trade or business without first getting our company's express written authorization. You must voluntarily disclose any linked party transactions to us and refrain from participating in such business decisions

**20. Confidentiality:** You agree to, guarantee, and warrant to us that you will uphold the strictest standards of confidentiality with regard to our company's business. You also agree to keep secure any written or verbal information relating to internal controls, computer or data processing programs, techniques, or systems, as well as information about our company's operations, financial affairs, accounts, transactions, and security measures. You must keep our clients' names and other personal information private. Any infringement of this clause will be viewed as a serious breach of these conditions, and your services may be terminated immediately. You must maintain all records pertaining to any Emergencies that may occur and the patients the business has treated in our centers. Unless otherwise approved in writing by the company, you must not publicly speak on behalf of the firm.

Any information, documents, or other materials belonging to our firm or any of our affiliates that are typically considered as secret or proprietary are referred to as "Confidential Information" and may include, without limitation:

- I. Patient names, addresses, and hospital information about transactions or relationships with them.
- II. Knowledge of any product, technology, process, or procedure that is not generally known to the general public, patients, hospitals, or competitors, is being developed, being tested, or has not yet been generally made available to its patients or hospitals. This knowledge includes, but is not limited to, product designs, specifications, manufacturing processes, other technical or scientific know-how, technology, processes, any other trade secrets, discoveries, ideas, concepts, techniques, material, or form.
- III. Financial reports, financial data, employee data, forecasts, strategies, pricing and marketing plans, sales margins, cost of services, capital structure, operating results, and financial arrangements and all other business information.
- IV. Any patient, hospital, or other information that is kept private as a result of this letter.

**21.Submission of Documents:** This letter was created using the information you provided. One set of self-attested photocopies of the papers indicated on the Employee Information Form should be submitted. However, if there is a disagreement in the copies of the documents / certificates provided by you as proof of the foregoing, we retain the right to cancel this letter at any moment under the provisions stated below.

**22.General:** You agree to reply to personal calls during working hours only in an emergency, since the task to be assigned and executed by you requires caution due to your employment in healthcare. You will not utilize official email addresses (as allocated to you) and/or assets such as sim cards, internet, mobile phones, and so on (as appropriate) for personal purposes.

You agree to answer personal calls during working hours only in an emergency, because the task you will be assigned and execute demands prudence owing to your profession in healthcare. You will not use official email addresses (as assigned to you) and/or assets such as sim cards, internet, mobile phones, and so on for personal purposes.

You agree not to photograph any corporate premise, equipment, or employee/s (including yourself) in the firm's dress code for any purpose. Furthermore, you agree not to engage in any of the following prohibited activities directly or indirectly during or after employment:

- Publish any blog, picture, or post containing any information about our company, including name or logo, and/or photos of company premise or equipment or employee/s (including yourself)/Director/Vendor etc. on any social media or through any medium, including but not limited to email or correspondence, without the prior written consent of our Company's Managing Director.



- Post a political or religious blog via official email, social media, or a WhatsApp group.

You hereby acknowledge that you are subject to the then-current staff rules and policies of our Company. Our Company reserves the right to add, modify, eliminate, or revise any regulations and/or procedures as may be deemed essential for the execution and administration of your employment terms and conditions as mentioned in this letter, and the same will be binding on you.

You agree to provide all required documentation and sign any paperwork that may be requested from time to time by our business.

**23. Retirement:** According to business policy, the standard retirement age is sixty (60) years.

**24. Arbitration:** The existence, interpretation, performance, or termination of this letter may all give rise to conflicts, which we both agree to try our best to address peacefully. This also applies to any unresolved controversy or dispute related to those issues. Any disagreement that cannot be resolved amicably as described above between you and our firm must be brought by one of the parties to arbitration before a panel of arbitrators who have been chosen in agreement by both parties. Pune, Maharashtra, will serve as the venue for the arbitration. The arbitration shall be conducted in accordance with the provisions of the currently in effect Indian Arbitration and Conciliation Act, 1996, and any subsequent legislative amendments. The arbitration hearing will take place in Pune City. Only the courts in Pune, Maharashtra, shall have jurisdiction. The arbitration decision shall be final and binding upon the parties, and upon the application of any party to the court having jurisdiction, judgement may be issued thereon. Unless the arbitral ruling specifies otherwise, each party to this letter must be responsible for its own costs associated with filing a claim, preparing for arbitration, and paying the arbitrators' fees and expenses.

**25. Non-Solicitation of Customers & Employees:** You will not for a period of six months after termination/resignation of your employment for any reason, either directly or indirectly, or whether on your own behalf or on behalf of any other business or person which is, wholly or partly, in competition with any business carried out by the company, canvas, solicit, attempt to entice away or otherwise

Accept the customer business of any client of the company to whom the company has provided services and with whom you have had business dealings on behalf of the company within the last 12 months of your employment.

You shall also not solicit or entice away or engage from the firm or offer or cause to be offered any during the final 12 months of your employment for a period of six months after termination/ resignation.





You agree that the covenants set out above are independent and severable, and that you and our business regard them to be reasonable and essential for the protection of the company's legitimate interests.

You agree that all full and final settlement procedures under company policy, including but not limited to giving relieving letters, experience letters, outstanding dues, and so on, will be initiated only after receipt of company's asset in working condition (without any damage), including but not limited to sim card, id card, dongle, access card (if any), laptop, computer, and so on, and handover of guest house/accommodation facility (without any damage).

You are hereby required to deliver to us a copy of the aforementioned appointment letter, fully signed by you, as proof of your acceptance of all of the terms and conditions set out above.

**For, Medimaze Solutions Pvt. Ltd.**

A handwritten signature in blue ink, appearing to read "R. K. Kulkarni", written over a horizontal line.

**Authorized Signatory**

This is to certify that I have gone through and understood all the terms and conditions mentioned in this document and Annexure-1 and I hereby accept and agree to abide by the same:

Name:

Date:

Signature: