

EMPLOYMENT AGREEMENT

This Employment Agreement (" Agreement ") is made at Mohali on the date February 1, 2022.

By and Between:

PATIENTBOND INDIA PRIVATE LIMITED, a company incorporated in India under the Companies Act, 2013, having its registered office at **2119, Sunny Enclave, Sector 125 Kharar Mohali Pb 140301**, ("Organization ", which expression shall, unless it is repugnant to the meaning or context, be deemed to include its successors and permitted assigns) of the First Part.

And Sahil Singh, son of Mr. Omkar Singh aged about 22 years residing at Near Govt Primary School Kathua, Jammu and Kashmir (" Employee ") of the Second Part.

The Organization and Employee shall hereinafter be referred to as the "**Parties**" in the collective and as a "**Party**" in the singular, as the context may so require.

WHEREAS:

- A. The Organization is engaged in the business of Software Development, IT enabled services and their Solutions.
- B. In supersession of the previous terms of engagement, the Organization wishes to employ the Employee on the terms and conditions contained in this Agreement.
- C. The Organization has offered and Employee has accepted the position in the Organization as an **Intern Software Engineer** on the terms and conditions as set out in this Agreement.

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS AND INTERPRETATIONS:

- 1.1. For the purposes of this Agreement the following terms shall have the following meanings: "**Board** " or "**Board of Directors** " means the board of directors of the Organization as constituted from time to time." **Effective Date** " means the date of execution of this Agreement.
- 1.2. Reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted or consolidated from time to time and all statutory instruments or orders (including delegated legislation whether by way of rules, notifications, bye-laws, guidelines, as amended, extended or re-enacted or consolidated from time to time);
- 1.3. Words elsewhere defined/explained in this Agreement shall have the meaning so prescribed;
- 1.4. Words denoting the singular shall include the plural and vice versa;
- 1.5. Words denoting any gender include all genders; and
- 1.6. The headings in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement.

2. APPOINTMENT

The Organization hereby appoints the Employee as an **Intern Software Engineer** of the Organization and Employee agrees to be employed with the Organization as an **Intern Software Engineer** from the Effective Date February 1, 2022 and be bound by the terms and conditions laid down in the Agreement. The Employee's principal place of employment shall be in Mohali, Punjab, India.

Sahil Singh

The Employee may be required to (i) relocate to other locations in India or abroad; and (ii) during his/her employment under this Agreement, the Employee shall undertake such travel within and outside India, from time to time, as may be necessary in the interests of the Organization's business or as directed by the Board in connection with or in relation to the business of the Organization.

3.TERM

The term of the Employee's employment with the Organization will commence on the Effective Date February 1, 2022 and will be valid from the date hereof. Subject to clause 7 (Termination) below.

4. POWER, FUNCTIONS AND RESPONSIBILITIES OF THE EMPLOYEE

- 4.1. The Employee shall report to the Engineering Manager Mr. Ujjwal Sethi and shall also be subject to the overall supervision and control of the Board.
- 4.2. The Employee agrees to comply with various Organization policies, rules and regulations as may be updated from time to time unilaterally by the Organization.

5. DUTIES AND OBLIGATIONS

- 5.1. The Employee shall work full time for the Organization, devoting his/her time, attention, skill to the duties of his/her office and shall faithfully, efficiently, competently, diligently perform such duties and exercise such powers as may from time to time be assigned to or vested in his/her, shall comply with all lawful directions given to his/her by or under the authority of the Board and use his/her best endeavors to promote, extend the business of the Organization, to protect, to further the interests and reputation of the Organization.
- 5.2. The Employee shall, unless prevented by ill-health or disability, devote adequate time, attention and abilities to the business of the Organization and shall faithfully serve the Organization and use his/her best endeavors to promote the interest of the Organization.
- 5.3. The Employee shall at all times promptly give to the reporting manager all such information, explanations and assistance as the Board may require in connection with the business of the Organization.
- 5.4. During the currency of this Agreement, the Employee shall not directly or indirectly engage himself in any other business, occupation or employment whatsoever, without the approval of the Organization.

6. COMPENSATION AND BENEFITS

- 6.1. In consideration of his/her services to the Organization, the Organization shall pay to the Intern during the term of this Agreement, gross remuneration of Rs. 15000 (Rupees Fifteen Thousand only) per month for initial 6 months and then Rs. 4.50 Lakhs per annum (Depends on performance during the internship period), subject to deduction of tax at source. This remuneration shall be paid to the Intern in accordance with the Organization's normal payroll practices.
- 6.2. Your salary structure is individualized. Please keep it confidential and shall not share with anyone within or outside company. Doing so can lead to strict disciplinary action, including but not limited to termination of the contract.
- 6.3. Save and except as otherwise provided in this Agreement or as may be decided by the Board from time to time, the Employee shall be entitled to all such benefits that may be available to his/her as per Organization policy for its employees generally, as in effect from time to time.

Sahil Singh

7. TERMINATION

7.1. Termination for Cause

The Organization shall have the right to terminate this Agreement at any time with immediate effect by notice in writing for any one or more of the following reasons ("Cause"):

- a) If the Employee is in the opinion of the Organization guilty of inattention or negligence in the conduct of the business of the Organization or of any other act or omission inconsistent with his/her duties or commits any serious or repeated or continual breach of any of his/her obligations under this Agreement; or
- b) If the Employee is absent without leave for a period of [seven (07) days]
- c) If the Employee is in the opinion of the Organization guilty of any act or omission adversely affecting the goodwill, reputation, credit, operations or business of the Organization, or commission of any crime involving material dishonesty or moral turpitude; or
- d) If the Employee is in the opinion of the Organization guilty of any dishonesty, fraud, breach of statutory duty, breach of confidentiality obligations, pilferage and theft, attending work under the influence of alcohol, drugs or other intoxicating substances, breach of the Organization rules and policy, disobedience of reasonable orders from superiors or the Board, causing actual or threatening physical harm or damage to Organization property, or any other act of misconduct.
- e) Any verbal or physical act/conduct that denigrates or shows hostility or aversion toward an individual because of that person's race, skin color, religion, gender, national origin, age or disability and that has the purpose or effect of creating an intimidating, hostile or offensive work environment or has the purpose or effect of unreasonably interfering with the individual's work performance.

7.2. Retirement and termination for ill-health

The age of retirement of the Employee from the services of the Organization shall be 58 years. The Organization at its sole discretion may extend the age of retirement subject to the approval of the Board. If the Employee shall at any time be prevented from ill-health or accident or any physical or mental disability from performing his/her duties hereunder, he/she shall inform the Organization and supply it with such details as it may be required and if he/she shall be unable by reason of ill-health or accident or disability, for a period of 60 days or more in any period of twelve consecutive calendar months, to perform his/her duties hereunder, the Organization may forthwith terminate this Agreement.

7.3. Termination without Cause

Notwithstanding anything to the contrary herein contained, the Organization shall be entitled to terminate this Agreement at any time by giving the Employee One Month's notice in writing or payment of his/her basic salary in lieu thereof, without assigning any reason or without Cause

7.4. Handover

Upon the termination of this Agreement for any reason, the Employee shall hand over charge to such person nominated for that purpose by the Organization and shall deliver to that person such papers, documents and other property of the Organization as may be in his/her possession, custody, control or power provided by the Organization.

Sahil Singh

CONFIDENTIALITY AND INTELLECTUAL PROPERTY

8.1. The Employee shall not during the continuation of this Agreement or thereafter, divulge or make use of any trade secret or confidential information concerning the business of the organization or any of its dealings, transactions and affairs or any information concerning any of its suppliers, agents, distributors or customers which the Employee possesses or comes into possession while in the employment of the organization or which he/she may make or discover while in the service of the organization and the Employee shall also use his/her best endeavor to prevent any other person from doing so. All data, documents, plans, drawings, reports, statements, correspondence, etc. and technical information, know-how and instructions as well as business details or commercial policies that pass to the Employee or which come to the Employee's knowledge shall be treated as confidential and the Employee shall be bound to keep secret all such confidential matters including papers and documents, CDs or other media containing the same and shall not disclose, communicate, reproduce or distribute the same or copies thereof to anyone except in the course of the rightful discharge of his/her duties as the Employee of the Organization.

8.2. The Employee shall not at any time hereafter in any way make known or divulge to any person, firm or body corporate any of the methods, systems or other information of any kind in relation to the affairs of the Organization whether such information is or was acquired by his/her before execution of this Agreement, in the course of his/her employment hereunder or otherwise.

8.3. The Employee acknowledges that ownership of, all right, title, interest in, all work product, improvements, developments, discoveries, proprietary information, trademarks, trade names, logos, art work, slogans, know-how, processes, methods, trade secrets, source code, application development, designs, drawings, plans, business plans or models, blue prints (whether or not registrable and whether or not design rights subsist in them), utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted) and all other intellectual property throughout the world, in and for all languages, including but not limited to computer and human languages developed or created from time to time by or for the Organization by the Employee whether before execution of this Agreement or afterwards (the "Intellectual Properties") shall vest in the Organization. The Employee expressly agrees that all Intellectual Properties created by the Employee shall be under a contract of service. In consideration of his/her employment with the Organization, the Employee hereby transfers and shall be deemed to have assigned in favor of the Organization, all rights, title and interest in and to all the Intellectual Properties, together with the rights to sublicense or transfer any and all rights assigned hereunder to third parties, in perpetuity. The Employee agrees that such assignment shall be perpetual, worldwide and royalty free. The Employee agrees that notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, such assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to the Employee, even if the Organization does not exercise the rights under the assignment within a period of one year from the date of assignment. The Employee acknowledges and agrees that he/she shall waive any right to and shall not raise any objection or claims to the Copyright Board with respect to the assignment, pursuant to Section 19A of the Copyright Act, 1957. The Employee shall assist and cooperate with the Organization in perfecting the Organization's rights in the Intellectual Properties.

8.4. The Employee shall forthwith communicate to the Organization and transfer to it the exclusive benefit of all inventions, discoveries and improvements which he/she may make or discover during the continuance of his/her engagement relating to the Organization's trade or business and will give full information as to the exact mode of working and use the same and also all such explanation and instructions, to the officers and workmen of the Organization as may be necessary to enable them effectually to work the same and will, at the expense of the Organization, furnish it with all necessary plans, drawings and models.

Sahil Singh

8.5. The Employee shall, whenever requested so to do by the Organization whether during or after the termination of his/her employment hereunder, at the cost of the Organization execute and sign any and all applications, assignments and other instruments which the Organization may deem necessary or advisable in order to apply for and to obtain letters, patent, design, registration or other forms of protection for the aforesaid improvements, inventions and discoveries in such countries as the Organization may direct and to vest in the Organization the whole, right, title and interest therein.

9. NON-COMPETITION AND NON-SOLICITATION

9.1. Non-competition: The Employee acknowledges that he/she is, in the course of his/her employment with the Organization, likely from time to time to obtain knowledge of trade secrets, Intellectual Properties and other confidential information of the Organization and its affiliates and to have dealings with the customers and suppliers of the Organization. The Employee acknowledges the importance and commercial significance of the covenants under this clause, admits and acknowledges that he/she has various other technologies and information which if deployed by his/her elsewhere or for a third party during the course of his/her employment or after he/she ceases to be an employee or ceases to be associated with the Organization, would result in his/her competing against the Organization.

The Employee undertakes the following to the Organization:

That he/she shall not, for the duration of employment with the Organization, and for a period of two (2) years after the date on which he/she ceases to be employed by the Organization, either personally, or through an agent, Organization or through a partnership or as a shareholder, joint venture partner, collaborator, consultant, advisor, principal contractor or sub-contractor, director, trustee, committee member, office bearer or agent or in any other manner whatsoever, whether for profit or otherwise:

- i) be concerned in any business directly or indirectly manufacturing, operating, selling or distributing products or services which compete with any business then carried on by the Organization; and
- ii) except on behalf of the Organization, canvass or solicit business or custom for products of a similar type to those being manufactured or dealt in or for services similar to those being provided by the Organization from any Person who is a customer of the Organization;

9.2. Non-solicitation: For two (2) years following termination of Employee's employment

- (i) the Employee shall not solicit, encourage, or induce or attempt to solicit, encourage, or induce any (A) employee, marketing agent, or consultant of the Organization to terminate his/her employment, agency, or consultancy with the Organization or any (B) prospective employee with whom the Organization has had discussions or negotiations within six months prior to Employee's termination of employment, not to establish a relationship with the Organization,
- (ii) induce or attempt to induce any current customer to terminate its relationship with the Organization or
- (iii) induce any potential customer with whom the Organization has had discussions or negotiations within six months prior to Employee's termination of employment not to establish a relationship with the Organization.

9.3. The Employee agrees that any material breach or written threatened breach of this clause may not be remedied solely by monetary damages, and that in addition to any other remedies, the Organization is entitled to seek injunctive relief against the Employee in a forum of competent jurisdiction for any such breach.

9.4. The Employee agrees and acknowledges that the restrictions contained in this clause are considered to be reasonable in all the circumstances for the protection of the legitimate interests of the Organization and shall be enforceable independently. While the undertakings and agreements under clause 9 are considered by the Organization and the Employee to be reasonable in all circumstances, if one or more should be held to be invalid as an unreasonable restraint of trade or for any other reason whatsoever by a final adjudication of any tribunal or court of competent jurisdiction, but would have been held valid if part of the wording thereof had been deleted or the period thereof reduced or the range of activities or area dealt with reduced in scope, the said undertakings and agreements shall apply with such modifications as may be necessary to make them valid and effective.

Sahil Singh

10. SETTLEMENT OF DISPUTES AND GOVERNING LAW

10.1. This Agreement shall be governed and interpreted according to the laws of India.

10.2. The Parties shall seek to resolve any dispute, controversy, claim or breach arising out of or in relation to this Agreement including any questions, issues or disputes concerning its existence, validity or termination, by amicable arrangement and in the spirit of compromise, and only if the Parties fail to resolve the same by amicable arrangement and compromise within a period of fifteen (15) days of receipt of written notice of the same by the other Party, either Party may resort to arbitration as provided herein.

10.3. Any dispute, controversy, claim or breach arising out of or in relation to this Agreement, including any questions, issues or disputes concerning its existence, validity or termination, shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 of India. The arbitral tribunal shall consist of three members of whom the Parties shall nominate one each and the thus nominated two members shall in turn appoint the third member. The arbitration shall be conducted in English language at Mohali. Depending on the consent of parties, the arbitrator may decide to hold proceedings at any other location.

10.4. This agreement shall be subject to jurisdiction of courts at Mohali, Punjab only.

11. EQUITABLE REMEDIES AND INDEMNIFICATION

The restrictions contained in the clauses 8 and 9 are necessary for the protection of the business and goodwill of the Organization and are considered by the Employee to be reasonable for such purposes. The rights and obligations of the Parties under clauses 8 and 9 of the Agreement shall survive the termination of this Agreement and shall not be extinguished by termination of this Agreement. The Employee agrees that any breach of either such clause is likely to cause the Organization substantial and irrevocable damage that is difficult to measure. Therefore, in the event of any such breach or threatened breach, the Employee agrees that the Organization, in addition to such other remedies which may be available, shall have the right to obtain an injunction from a court, tribunal or any other forum of competent jurisdiction, restraining such a breach or threatened breach and the right to specific performance of the provisions of either such paragraph, and the Employee hereby waives the adequacy of a remedy at law as a defense to such relief.

12. MODIFICATIONS OF THIS AGREEMENT

No amendment, modification or addition to this Agreement shall be effective or binding on either of the Parties hereto unless set forth in writing and executed by them through their duly authorized representatives; and subject to obtaining requisite approvals, if any, following such execution.

13. SEVERABILITY

Should any part of this Agreement be declared illegal or unenforceable, the Parties hereto will cooperate in all ways open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this Agreement. If any term or provision of this Agreement shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any other term or provision unless the terms and provisions so declared are expressly defined as a condition precedent or as of the essence of this Agreement, or comprising an integral part of, or inseparable from the remainder of this Agreement.

14. ASSIGNMENT

This Agreement being one for personal services cannot be assigned by the Employee.

Sahil Singh

15. NOTICE

Any communication required to be given under this Agreement shall be effective when delivered personally to the Party specified below; or when received either: (i) via certified or registered mail, return receipt requested, postage prepaid; or (ii) via express mail or courier service, by such Party. Any notice or other communication required to be given, shall be in writing and duly addressed to the parties at:

a. In the case of the Organization:

H.R. Manager / Ankush Verma.

Ankush Verma, 2119, Sunny Enclave, Sector 125, Kharar, Mohali, Punjab.

Ph: 9780909133, 7681999133, Email Id: ankush@patientbond.com

b. In the case of the Employee:

Sahil Singh, Near Govt Primary School Kathua, Jammu and Kashmir

Ph: 6005507358, Email Id: sahil.singh@patientbond.com

The Employee shall be obligated to inform the Organization of any change made to this address at any time.

16. COUNTERPARTS

This Agreement will be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Employee:

Mr. Sahil Singh

AADHAR: 908528913212

Place: Mohali

Organization:

For PATIENTBOND INDIA PRIVATE LIMITED

Through its Authorized Representative

Mr. Rajeev Goel

Place: Mohali

Sahil Singh