



To

AYAJ AHAMAD,

Balejaddi, Post Harsikatta.

Uttara Kannada – 581 355.

EMPLOYMENT OFFER LETTER

Dear Ayaj,

Agile Health Technologies, Inc. (AGILE HEALTH) is pleased to confirm your existing contract offer letter Dt. 01.08.2024 for the position of “**Software Developer**” with revised gross annual emoluments of **Rs 2,83,200/-** (Rupees Two Lakhs Eighty-Three Thousand and Two Hundred Only) subject to the terms and conditions of the company. And your permanent employment will be with effect from **01st January 2025**.

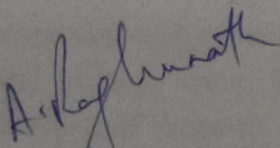
If you decide to accept our employment offer, please shall counter sign the Offer documents. Also, please provide us with the following documents for our records.

1. Professional Resume
2. First Page of Passport with Photograph / Id Proof
3. Address Proof
4. Copy of Degree Certificates and Marks card
5. Copy of Permanent Account Number (PAN)
6. Last Two Pay Slips (If Any)
7. Previous Employment's Offer/Relieving Letter (If Any)
8. Two Passport Size Color Photographs

AGILE HEALTH has pleasure in welcoming you on board. Trust you will have many happy and mutually beneficial years of association with us.

Sincerely,

For Agile Health Technologies India Pvt Ltd



Annagiri Raghunath
VP, Operations



Agile Health Technologies India, Pvt Ltd.,

2/10 Ajay Plaza, Ground Floor, 1st Main Road, NE 8th Stage, Bannerghatta Road, Bengaluru, Karnataka 560076.





LETTER OF APPOINTMENT

To
Ayaj,

With reference to your employment in our organization, we are pleased to offer you the position of **"Software Developer"** with the following terms and conditions.

- a) **Salary & Compensation:** You shall be compensated with gross annual emoluments (CTC) of **Rs.2,83,200/- (Rupees Two Lakh Eighty-Three Thousand and Two Hundred Only)**. All salary components and any other benefits including any incentives / commission are governed by the company policies and statutory guidelines from time to time.
- b) **Scope of Duties:** You shall devote your time and energy with complete attention exclusively to the business of the Company and you shall not take up any office or position of profit or serve any other organization as an agent / partner or in any other capacity during your employment with the Company. Working for any organization or individual during spare time is not permitted even if such services are rendered free of cost.
- c) **Place of Posting:** In view of the nature of the Company's business, you may be assigned to different locations both in India and abroad. You shall perform the assignments / projects given to you from time to time with diligence and devotion and maintain the Company's image as suppliers of quality software and services. Upon transfer, the rules and regulations of service applicable to such post or at the place of transfer will become applicable to you.
- d) **Attendance:** Your hours of work and shifts shall be regulated to suit the duties entrusted to you from time to time. You will have to punch/swipe the card or mark the attendance in any manner as may be prescribed from time to time. While in this position of continuous responsibility you will not be entitled to payment of extra time or overtime.
- e) **Employment at will:** You shall agree to the terms mentioned in the Appointment letter for employment with us and in any case, nothing in this Appointment letter shall be deemed to restrict Company's right to terminate the employment at any time, with or without cause and with or without prior notice. In the event you wish to terminate your services you agree to serve One (1) month prior notice to the company and in such event, you are still legally bound with the clauses or paragraphs of 'Ownership of Intellectual Property', 'Confidentiality & Non-Disclosure' and 'Reimbursement of Costs'.
- f) **Ownership of Intellectual Property:** You acknowledge and agree that the Company will always have the sole proprietary right in all discoveries, inventions, enhancements, improvements and similar creations (collectively, "Creations") made, in whole or in part, by you in the course of or related to providing services to the clients. You further agree that all documents, presentations, RFP's, software,

Agile Health Technologies India, Pvt Ltd.,

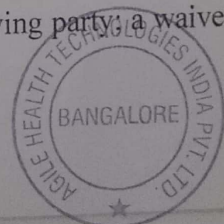
designs, disks, tapes and any other materials (collectively, "Materials") created in whole or in part in the course of or related to providing services to the clients shall be the property of the Company. All ownership of any Creations or Materials shall vest exclusively with the Company, including, but not limited to, any copyrights, patents or any other intellectual property rights.

g) Confidentiality & Non-Disclosure: You agree not to disclose to any third party the confidential information or materials of Company, its clients, or anyone with a business or employment relationship with the Company. You further agree that you will not use, remove, transfer, transmit, reproduce or otherwise deal with confidential information or other tangible or intangible property of another party. As used in this Appointment Letter, the phrase "Confidential Information or Materials" includes, but is not limited to, all information belonging to Company and its clients related to their respective services and products, customers, business methods, strategies, and practices, internal operations, pricing and billing, financial data, costs, personnel information (including names, educational background, prior experience and availability), customer and supplier contacts and needs, sales lists, technology, software, other documentation, computer systems, inventions, developments, trade secrets of every kind and character and all other information that might reasonably be deemed confidential. You further agree that you will not directly or indirectly disclose to any person, including to the clients or to any coworkers either during or after your period of employment, your wage rates and terms offered and / or provided. You further agree that you will not establish contact with any of our customers for a period of two years either directly or indirectly for selling any product and / or services connected to the business of the Company.

h) Reimbursement of Costs: You acknowledge and agree to reimburse the costs in the event you wish to terminate your employment with the Company within 1 (one) year, for cause or no cause after you have received any valuable training at considerable expenditure both direct and indirect (within and / or outside India) during your employment with the Company. Also, you agree to reimburse the business-related foreign travel expenses like visa fees, travel expenses, etc., incurred by the Company towards your business travel to foreign countries, in the event you wish to terminate your employment with the Company within 1 (one) year of incurring of such business-related foreign travel expenses.

i) Breach: In the event you breach the clauses or paragraphs of 'g', 'h' and 'I' you acknowledge and agree that Company will suffer irreparable harm and money damages would be an inadequate remedy, entitling Company to seek injunctive relief. The company's right to seek injunctive relief is without waiver or limitations to any other Remedies Company have at law or in equity.

j) Other Provisions: This appointment letter constitutes the entire agreement between the parties to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, both oral and written with respect to the subject matter of this appointment letter. Any modification of this Appointment letter must be in writing and signed by both parties. No waiver of any provision of this Appointment letter shall be effective unless it is in writing and signed by the waiving party; a waiver on any one occasion shall not be effective as a waiver on future occasions

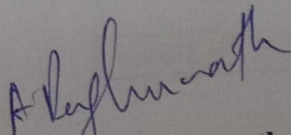


This Appointment Letter shall inure to the benefit of and shall be binding on the parties, the successors and assigns of Company and the heirs and personal representatives of Employee. Employee may not assign his / her rights or obligations under this Appointment letter. Clauses / Paragraphs g and h shall survive termination. If any provision of this Appointment letter is determined to be unenforceable in whole or in part, all remaining provisions shall be given full effect to the extent possible without the unenforceable provision. You are requested to sign the Appointment Letter in acknowledgement of your having accepted the above terms and conditions. Please note that no commitments other than what is mentioned in this letter will be applicable to you or entertained by us. You will be initially posted in the City of Bangalore India No. 562/640/1,2,3, "JT Annexe", Second Floor, Bilekahalli, Bannerghatta Road, Bangalore 560 076),

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Sincerely

For Agile Health Technologies India Pvt Ltd


Annagiri Raghunath
VP, Operations



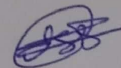
Declaration

I have read and understood the above terms and conditions and I agree to abide by them from time to time.

Date:

Name : AYAJ AHAMAD

Employee Sign :



CTC BREAK-UP

Salary Breakup - Annexure	Monthly	Yearly
Gross Payment		
Basic Salary	15,000.00	1,80,000.00
Special Allowance	6,800.00	81,600.00
Total Gross Salary	21,800.00	2,61,600.00
Less Deductions		
Provident Fund	1,800.00	-
Professional Tax	-	-
Add Employer Cost		
Provident Fund	-	21,600.00
Net Payment	20,000.00	2,83,200.00

Date:**Name : AYAJ AHAMAD****Employee Sign :**



