



Date: 28-Feb-2024

To,  
**Dr. Sudeshna Mandal**  
Mandal, 332, Old Rausapatna,  
Cuttack, Orissa-753001.  
Mobile no: 77359 85503  
E-mail id: sudeshna010192@gmail.com

**Sub: - Appointment letter**

Dear **Dr. Sudeshna Mandal**,

We are desirous of recording the terms and conditions of your continued engagement with Quantum CorpHealth Private Limited as a consultant, for the post of **Corporate Doctor**. Your engagement will be deemed to have commenced and continued on and from **28<sup>th</sup> May 2024**, unless terminated in accordance with this letter **"One Year"**. You will continue to provide services to the Company, as per the terms and conditions enumerated below:

1. **Scope of services:**

The scope of work involves ensuring the well-being of employees in a workplace by addressing health-related issues and promoting a safe working environment. Key responsibilities typically include:

- To carry out daily OPD
- Manage health surveillance and monitoring.
- Provide care for workplace injuries and illnesses.
- Offer expert advice on occupational health.
- Maintain confidential medical records.
- To manage/assist any health initiatives or wellness activities.
- Every Tuesday 3.00pm to 5.00pm.

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2. **Location of services:** You will provide services to the Company at the following locations: **Odisha – Doctor** during the Engagement Period, this location and/or the scope of your services specified above, may be changed with mutual consent, as required by the Company, with or without any change in remuneration.
3. **Fees:** Fee for services as specified in **Annexure I** would be paid by Quantum, at the end on 15th day of every subsequent month in which services were provided by you.

Any payment of fee by Quantum to you, will be subject to deduction of applicable taxes at source. You are required to and will be solely responsible towards the payment of all taxes, as applicable from time to time, on the fee paid to you. You shall pay all taxes including, GST for your fee, and indemnify the Company in the event the Company is required to pay any such taxes on your behalf.

4. **Medical Fitness & Verification of Particulars:** Your engagement is subject to your medical fitness to perform the services. The Company management has the right to get you medically examined by any certified medical practitioner during the period of your service. In case you are found medically unfit to continue with the job, Quantum may terminate your engagement in accordance with the terms of this letter. Quantum may at its discretion, verify the details and documents furnished by you in connection with your engagement, through third party sources and in case such particulars are found false or unsatisfactory, your services would be liable for forthwith termination in accordance with the terms of this letter.
5. **Duties and responsibilities:** -
  - a. You will at all times, provide services with utmost care, sincerity, professionalism and in compliance with all applicable laws and policies of the Company. You will take all due and necessary care in ensuring that all medical advice and activities undertaken by you in the course of services hereunder, are undertaken with utmost care and caution and with the highest standards of professional and medical ethics.
  - b. You shall be required to attend to your duties during such hours of work as the Company may from time to time require.
  - c. You will devote substantial professional time to the services to be provided to the Company and during the Engagement Period, you will not carry on or engage in or be concerned in or provide services to any entity engaged in a business or activity that directly competes with the business, or is identical to the business of the Company or its affiliates, except with the

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- d. Written permission of the Company management, in each case. Contravention of this may lead to the termination of your service forthwith, in accordance with the terms of this letter. Up to 2 (two) years after termination of your engagement with Quantum, you will not join or engage with any organization which has been introduced to you by Quantum, in the course of services/ your engagement with Quantum.
- e. **During and after your Engagement Period, you shall not, without the prior written consent of the Company management, disclose or use or make available for anyone to access or use (except on a need-to-know basis, in the course of your services to the Company) any confidential information of the Company or its customers, vendors, partners, shareholders, any patients you have access to, employees, etc., directly or indirectly. You will at all times prevent the unauthorized publication or misuse of any confidential information.** You shall neither divulge nor give out information to any un-authorized person during the period of your service or even afterwards by word of mouth or otherwise, particulars or details of our business processes, technical know, security arrangements, administrative and/or organizational matters of a confidential/secret nature, which you may have access to by virtue of your engagement.
- f. You shall keep confidential all the information and material provided to you by the Company or by its clients, in order to enable the Company to service its clients. 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 engagement.
- g. You will not enter into any commitments or dealings on behalf of the Company for which you have no express written 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 written sanction of the Company.
- h. You will be responsible for the safe-keeping and return in good condition and order of all the properties of the Company that may be in your use, custody, care or charge.
- i. To the extent that you create any intellectual property (solely or jointly with others), during the Engagement Period, you will be required to promptly make full written disclosure of the same to the management of Quantum. All intellectual property so developed or created by will be the sole and exclusive property of Quantum and all such intellectual property will be for the sole right and benefit of Quantum, as 'work for hire'.
- j. During your Engagement Period or at any time thereafter, you will not, directly or indirectly attempt in any manner to solicit, hire or entice away or endeavor to solicit, hire or to entice away, either directly or indirectly, any of the Company's employees, service providers, consultants, contractors, customers and/or clients.

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- k. During your Engagement Period and at all times thereafter, you shall refrain from making any adverse communications, disseminations or statements, whether in writing or oral or any other form whatsoever, which you know or reasonably should know to be disparaging, negative or capable of causing harm to the reputation of the Company or its affiliates and shareholders.
  - l. You shall at all times indemnify and keep the Company, its shareholders and affiliates indemnified against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company or its affiliates and shareholders may suffer or incur or which may be made against them as a result of: (i) any act, omission, fraud, misrepresentation, negligence, embezzlement and/or misconduct by you or commission of a crime, or an offence involving moral turpitude by you, during the course of your engagement with the Company; and/or (ii) any material breach by you, of the terms hereof.
6. **Relationship.** You shall perform the services hereunder as an independent contractor and not as an employee or agent of the Company. Nothing hereunder shall be construed as establishing any joint venture, partnership or other business relationship between the Company and you. You shall have no right to receive any employee benefits including, but not limited to, health and accident insurance, life insurance, gratuity, provident fund, etc.
7. **Term and termination of engagement:**
- a. **Term:** Your engagement and the provisions of this agreement shall be valid until **One** Year, unless otherwise terminated in accordance with this Clause.
  - b. **Termination for cause.** Your engagement with Quantum may be terminated at any time, with immediate effect, by a written notice to you, upon occurrence of any of the following events ("**Cause**"): (i) fraud, misrepresentation, theft, embezzlement, diversion of funds, negligence, wilful misconduct, any act in-discipline or inefficiency or commission of a crime, or an offence involving moral turpitude by you; (ii) a breach by you of any of the terms and conditions of any agreement executed with or on behalf of Quantum, including this agreement and the obligations imposed hereunder (including under paragraphs 4 and 5 above); and/or (iii) conduct by you which is detrimental to the interests of Quantum, and which may cause material harm or damage to Quantum's public image, reputation or relations with the governmental authorities or its customers. In case of termination for Cause, you will not be entitled to any further compensation.

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- c. **Termination without cause:** Quantum shall be entitled to terminate your engagement at any time by giving you, 30 (Thirty) days' prior notice in writing or fee in lieu of such notice.
  - d. **Termination by you or absenteeism:** You may terminate your engagement with Quantum, by giving 30 (thirty) days' notice in writing to Quantum. If you absent yourself and fail to provide timely services, without due intimation to us, for a continuous period of 7 days, you shall be considered as having voluntarily terminated your engagement without giving any notice.
  - e. **Effects of termination.** Until your last day of engagement with the Company, you shall in good faith perform your duties and obligations towards the Company, in compliance with the terms of this letter, including completion of your pending work and the orderly transition of such work to such other person, nominated by the Company for that purpose. You may be required to extend reasonable and necessary co-operation to the Company, even after cessation of your engagement, regarding matters and assignments you have been involved in during your engagement. Upon cessation of your engagement for any reason, you will be required to forthwith (i) return all Quantum property, including laptops, mobile phones, documents, equipment, etc. which are in your possession; (ii) return and/or destroy any and all confidential information in your possession, and upon Quantum's written request, certify in writing to Quantum that you have complied with this obligation; and (iii) discontinue and refrain from all conduct and activity which would give the appearance of you continuing to be engaged with the Company. Termination of your engagement will be without prejudice to any accrued rights or liabilities hereunder or any continuing obligations for which this letter agreement provides.
8. **Data protection and privacy:** Quantum may use various modes to ensure that the internet, email facilities and other communication systems provided to you are used in an appropriate manner. These may include the scanning, reading, inspection or scrutiny of work-related emails sent and received, and websites visited or created by you in the course of your engagement. In connection with your engagement, Quantum shall be entitled to collect, store, share (including with any third party) and process, both electronically and manually, all information relating to you, including your personal data and information, such as name, address, contact details, medical records and history and biometric information, as strictly necessary. By accepting this letter, you agree and will be deemed to provide your consent for Quantum to collect, process and handle data, including personal data, relating to you, for legal, personnel, administrative and management purposes, subject to applicable law.

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9. **Non-exclusivity.** You agree and acknowledge that this agreement is entered into by the Company on a non-exclusive basis and that the Company and its affiliates remain free to deal with others and retain other consultants and doctors or paramedic staff, in the same or similar capacity as you.
10. **General:** -
- a. You will be covered by all applicable Company policy, service rules and regulations including conduct, discipline and administrative orders and any such other rules or orders of the Company that may come in force from time to time.
  - b. You will intimate in writing to the Company management any change of address within a week from change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.
  - c. Your present roles and responsibilities may be modified from time to time with mutual consent.
  - d. Notices and other communications: All notices and other communications required hereunder shall be in writing, in the English language, and shall be sent by e-mail, or mailed by prepaid courier, or otherwise delivered by hand, addressed to Quantum's address or your address (as the case may be). Any notice sent in accordance with this clause shall be deemed to have been received: (i) at the time of transmission, if sent by electronic mail; (ii) upon delivery or refusal of service, if sent by a recognized courier or if delivered personally.
  - e. Amendment. No amendment or variation of this engagement letter shall be binding on any party unless such variation is in writing and duly signed by both the parties.
  - f. Dispute Resolution. This letter and the rights and obligations hereunder, shall be governed by and construed in all respects, in accordance with the laws of India. All disputes and differences arising under this contract, either relating to the interpretation of its terms or otherwise, shall (where feasible) be initially sought to be resolved by the parties mutually through discussions. All matters arising under this contract shall be subject to the exclusive jurisdiction of courts in Mumbai.
  - g. You will not be entitled to assign or sub-contract any part or whole of any of your rights or obligations hereunder to any third-party, without the prior written consent of Quantum. Quantum will have the unfettered right to assign and/or novate all or any part of its rights and obligations hereunder to any third-party (including to any of its affiliates) and in this regard, you will be required to execute all documents as may be required to give effect to such assignment/novation.



1. Educational Certificates (Xerox).
2. Two-Photographs
3. Resignation Letters (if any)
4. Relieving and Experience Letters
5. Aadhaar card with PAN card
6. Bank Details

We look forward to a long successful and pleasant association.

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## Annexure I

### Service Fees

<b>Name:</b>	<b>Dr. Sudeshna Mandal</b>
<b>Designation</b>	<b>Corporate DOCTOR</b>
<b>Gross service fee per visit in total</b>	<b>Rs.1800/- Gross Per Visit (Taxes as applicable)</b>

Note:

- All payouts would be as per Company's rules and regulations and administrative procedures.
- There should be written intimation of at least 30 days at least before termination of your engagement by you, failing which such fee may be deducted by Quantum till term.
- TDS will be deducted on professional fees.

**\*\*NOTE: This is a system generated letter. Therefore, no signature or stamp is required**

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