

## Employment Agreement

**August 19th, 2021**  
**Konudula Pavan Kalyan Reddy**  
**Bangalore**

**Dear Konudula Pavan Kalyan Reddy,**

Congratulations! Welcome to Legato Health Technologies LLP (“**Legato**”).

The purpose of this employment agreement (“**Agreement**”) is to confirm the terms and conditions of our offer of employment to you. Your employment will be subject to the terms and conditions contained herein and in addition, will be governed in accordance with key employment and related policies of Legato.

### **1. Date of Commencement/ Job Title**

- (a) Your employment with Legato shall commence on **August 19th, 2021** as **Associate Software Engineer**, based out of the below mentioned work location.
- **Primary Work Location:** Bagmane Solarium City, Bangalore.
  - **Temporary Work Location:** RGA Infrastructure SEZ, Bangalore.
- (b) Legato reserves the right to re-designate or revise your position or work description or work location at any time without stating any reason by a written notice to you.
- (c) Legato has the sole discretion to modify the nature of your duties and powers as it may deem appropriate without assigning any reason and you will be expected to undertake all responsibilities that may be assigned to you by Legato at any time.
- (d) The nature of your employment will be “at will” and no fixed period of employment in Legato is applicable to you. You or Legato may terminate your employment as per the provisions contained herein.
- (e) Your employment with Legato is conditioned on the satisfactory clearance of background check(s) conducted on you. In the event Legato is not satisfied with the results of the background check(s), Legato will be entitled to terminate your employment forthwith.
- (f) Legato may at any time transfer, second, depute or assign your services to any affiliated companies, successor in interest or other division/branch of Legato as it may deem necessary solely at the discretion of Legato and for such period of time that Legato deems appropriate.

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#### **Bengaluru:**

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#### **Hyderabad:**

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LLPIN: AAL-0928 | PAN: AAHFL3010G

## 2. **Full Time Employment:**

- (a) You will be a fulltime employee of Legato and you shall devote yourself exclusively to the business of Legato. You will not engage yourself anywhere in any work, profession, trade, employment or commercial activity (other than normally acceptable personal investment activity), in any capacity either honorary or otherwise, whether part-time or full-time, directly or indirectly or whether during or outside office hours or within or outside the office premises, whilst in the services of Legato.
- (b) You may not enter into any commitments or dealings on behalf of Legato for which you have no express authority, nor alter or be a party to any alteration of any policy of Legato or exceed the authority or discretion vested in you without the previous sanction of a duly authorized manager.

## 3. **Standard Conditions of Employment**

- (a) In addition to the terms of this Agreement, you shall abide by the standard terms of employment of Legato as stated in the Employee Handbook or any other policies or procedures communicated to you by Legato either orally or in writing ("**Standard Employment Terms**"). The Standard Employment Terms will be communicated to you from time to time or be accessible by you on Legato's intranet, Pulse.
- (b) You acknowledge and agree you will be governed by the rules, policies, guidelines, codes and internal regulations (together Policies). The current policies are made available to you, however, Legato reserves the right to modify, revise or replace its existing policies and you acknowledge that it's your responsibility to know and keep yourself updated on the policies from time to time.
- (c) The Standard Employment Terms will relate to various matters relating to your working with Legato, including hours of work, holidays, leave, code of conduct, confidentiality policy, etc.
- (d) The Standard Employment Terms are deemed to include other policies of Legato that may be created including the policy for prevention of sexual harassment at the workplace, internet and network use policy, intellectual property policy, etc.
- (e) The Standard Employment Terms may be changed by Legato from time to time at the sole discretion of Legato and such changed standard employment terms shall become applicable to you, upon receipt of notice of the same.

## 4. **Probation Period**

- (a) You will be on probation with Legato for a period of six (6) months from the date of commencement of your employment with Legato ("Probation Period"). If your performance with Legato during the Probation Period is considered satisfactory by Legato, on completion of the Probation Period, you will be confirmed by Legato in writing.

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- (b) Legato shall have the discretion to extend the Probation Period up to 3 months as it considers necessary if it believes that you have not performed satisfactorily during the Probation Period but that it is reasonably possible that your performance will improve in the near future.
- (c) The decision of Legato on whether to confirm your employment, extend the Probation Period or terminate you shall be final.
- (d) During the Probation Period, you and Legato shall both have the right to unilaterally terminate your employment upon providing fifteen (15) calendar days prior written notice or payment in lieu thereof.
- (e) During the Probation Period, you shall be entitled to all the benefits as given by Legato.

## 5. Representations

- (a) You hereby represent that all the contents of your resume, testimonials, references, application form, previous employment details and other information furnished by you are true and accurate.
- (b) If any of the above particulars are found at any time to be incorrect or misleading in any way, Legato shall have the right to terminate your employment for misconduct, without the requirement of providing you any notice or compensation in lieu thereof.

## 6. Compensation

- (a) In consideration of your employment with Legato, you shall be paid a monthly compensation as detailed under **Annexure-A** hereto. Such payment shall be subject to deduction of applicable taxes and other levies or contributions as per the law.
- (b) Monthly or periodic components of your remuneration will be paid to you in accordance with the regular payment schedule as decided and communicated by Legato.
- (c) Your terms of employment and compensation are strictly confidential and you shall not divulge the same to any other employee of Legato except where required by Legato policy.
- (d) Legato may at its sole discretion from time to time review your remuneration and any changes to the same will be notified to you in writing. Until Legato notifies you of any such revision, the latest written communication to you giving details of your compensation shall apply. You agree that all such revisions shall be binding on you.
- (e) A one-time joining bonus of **INR 25,000/- (Rupees Twenty Five Thousand Only)** will be paid to you on the first regular pay cycle administratively feasible following your employment with Legato and is subject to all applicable withholdings. In the event you decide to resign from Legato within a year of your start date, you agree to unconditionally reimburse Legato the full amount of the joining bonus on your last working day with Legato or alternatively, Legato will be entitled, in accordance with applicable law, to adjust the joining bonus from the full and final settlement due to you and you expressly agree to the same.

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## 7. **Statutory Benefits**

- (a) You are eligible to receive applicable statutory and non-statutory benefits as detailed in the Standard Employment Terms, including but not limited to provident fund and gratuity

## 8. **Work hours and Leave**

At present, Legato has a 5 day work week, from Monday through Friday. The standard working hours of Legato is 9 hours inclusive of 1 hour break. Legato's business may require an employee to work in shifts. You will be entitled to leave in accordance with the policies of Legato.

You agree that any bonus payments linked with production/productivity or other compensation paid to you by Legato shall be in lieu of any bonus required to be paid to you under the statutory laws of India.

## 9. **Safe Custody of Legato Material**

- (a) You will be responsible for keeping safe and in good condition, all Legato material entrusted to you, if any, including, but not limited to, cellular phone, laptop, car and other equipment ("**Legato Property**").
- (b) In the event of any damage or loss to Legato Property entrusted to you, you shall be liable for the same and Legato reserves the right to deduct the cost of such articles from your compensation or take such other action that it may deem appropriate.

## 10. **General Conduct**

- (a) You shall abide by all employee related rules, regulations and policies as may be enforced from time to time, including the Standard Employment Terms. You shall follow guidelines as per Legato's policy of business conduct, including but not limiting to:
- (i) All official procedure of Legato, including all policies and procedures related to information security, cyber security and the protection and confidentiality of personal information.
  - (ii) Immediately inform your superiors of any risk known to you in relation to any acts detrimental to Legato or its business.
  - (iii) Not accept any monetary/ non-monetary gift, reward, payment or benefit from any supplier or customer of Legato.
  - (iv) Not make any offer or grant any payment or benefit, directly or indirectly, to any person or organization in exchange for obtaining any contract or orders for or on behalf of Legato.
  - (v) Not hold any personal interest in any supplier or a competing business with any person.
  - (vi) Comply with the confidentiality covenants contained herein.

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- (vii) Avoid any behavior or action which harms or may harm the integrity or interest of Legato.
- (viii) In case of possession of Legato-sensitive information, such information may only be used in the proper execution of your assignment and duties.
- (ix) Act independently, honestly and professionally with all business contacts.
- (x) Avoid conflict of interest, entangling personal and professional interests or any appearance of such entanglement.
- (xi) Not enter into private transactions with suppliers and other business contacts of Legato (such as brokers) and not enter into transactions for and on behalf of Legato of terms and conditions other than those used by Legato in the normal course of business.
- (xii) Obey the lawful and reasonable orders of your superiors and discharge your duties entrusted to you loyally, honestly and diligently.

You acknowledge that non-compliance with the Standard Employment Terms may result in disciplinary action against you, including, where Legato considers necessary under the circumstances, termination of your employment.

- (b) During the period that you are employed by Legato, you shall not, on behalf of Legato or on the pretext thereof, give or pay to any person any money, Gratification or Valuable Thing of any kind (other than a legally acceptable, official and Legato approved consideration) in order to induce or influence a Public Servant to do or forbear from doing any act in relation to Legato.
- (c) The terms Public Servant, Gratification and Valuable Thing shall have the meaning assigned to them under the Prevention of Corruption Act, 1988.
- (d) It is clarified that you shall not pay any "speed money" or "facilitation payment" in order to quicken the process of any act that needs to be performed other than a purely legal remuneration paid to a service provider.
- (e) During the period that you are employed by Legato, you shall not, on behalf of Legato or on the pretext thereof, receive from any person (or arrange for some other person to so receive on your behalf) any money, Gratification or Valuable Thing of any kind as consideration in order to do or forbear from doing any act in relation to Legato.
- (f) During your employment you shall not: (a) enter into any arrangement, contract or financial transaction on behalf of Legato with any relative or entity controlled or owned by a relative; (b) enter into such arrangement, contract or financial transaction with any person entity or organization for the benefit of some other person, entity or organization; or (c) claim any compensation/reimbursement or pay any amount on behalf of Legato for a purpose other than the purpose for which such amount is actually payable.

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## 11. Special Requirements

- (a) You acknowledge that in relation to your employment with Legato, you shall conform to such additional practices, policies, terms and conditions etc., as may be required by Legato.
- (b) Such practices may include:
  - (i) A requirement to obtain end use statements from customers of products or services of Legato;
  - (ii) A prohibition on export of certain goods and services to certain countries or to parties who may be so notified by Legato;
  - (iii) Special requirements prescribed by customers of Legato, including relating to standards for the protection of confidential information.

## 12. Training Agreement

In the event that the company deputed you for an in-house or external training program or sponsors you for higher education, you are required to sign an agreement with the company, undertaking not to leave the service of the company for a specific period, which shall be based on the nature and duration of the training or education as the case may be. In case you terminate your employment with Legato or terminated for cause by Legato prior to the completion of training period, you shall be back the expenses incurred by Legato specified in the training.

## 13. Confidentiality and Intellectual Property Protection

- (a) You agree to keep confidential and not to disclose or to make use of, and shall use best efforts to safeguard any information of Legato, including its clients, members, providers, associates and business partners, that is by its nature confidential or which is communicated to you to be confidential.
- (b) Any intellectual property developed by you during your employment with Legato, including any copyrights, designs, patents, layouts, mask works, etc. shall be deemed as "works for hire" under applicable intellectual property laws and shall be the exclusive property of Legato. You hereby assign all rights in relation to such intellectual property to Legato on a worldwide and perpetual basis at no extra costs and further agree to do all such acts to perfect such assignment to Legato.
- (c) To more effectively set out the detailed rights and obligations of the parties in relation to protection of confidential information and intellectual property, you will be required to execute other documents by Legato (including, but not limited to, an employee intellectual property assignment and confidentiality protection agreement) and you agree to be bound by any such additional terms.

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#### 14. **Privacy**

- (a) You will be providing to Legato certain information about yourself and your family, including personal information and sensitive personal data or information (“**Personal Information**”). You hereby agree that Legato may use and retain your Personal Information for a lawful purpose and to the extent deemed necessary by Legato in relation to your employment with Legato and for ancillary purposes.
- (b) You hereby also agree that Legato may transfer or disclose such Personal Information to such other agencies Legato may consider necessary, whether affiliates or otherwise and whether in India or otherwise. Legato may codify its policies relating to privacy in a privacy policy which it will provide to you and you hereby agree to the same.
- (c) Legato shall use reasonable security practices and procedures to safeguard your Personal Information. Notwithstanding anything contained herein, “Reasonable security practices and procedures” under section 43A Explanation (ii) of the Information Technology Act 2000 means such procedures that Legato shall implement and which may, in Legato’s discretion, be intimated to you from time to time and you hereby agree to the same.

#### 15. **Non Solicitation / Non-Compete**

- (a) You shall not directly or indirectly, or through any other party, solicit, induce, or offer employment to any persons who are employees of Legato or its affiliates for a period of 1 (one) year after the date of termination of your employment with Legato, or otherwise take any action detrimental to the relationships between Legato, its affiliates and/or their respective employees.
- (b) You shall not, directly or indirectly, or through any third party, solicit business from, any customer of Legato

#### 16. **Indemnity**

You will fully and effectively indemnify Legato against all losses, damages and expenses incurred due to any breach of the terms herein, or any fraud, misconduct or negligence on your part in the course of your employment with Legato.

#### 17. **Retirement**

The retirement age for all employees is 60 years of age.

#### 18. **Termination**

- (a) Subject to the provisions on Probation Period above, if you wish to terminate your employment, you may do so by providing a prior notice of three (3) months to Legato in writing. In the event you request to be relieved from services with Legato at an earlier date, Legato may relieve you earlier solely at its discretion.

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(b) Legato may at any time terminate your employment:

- By giving you prior written notice of at least 3 months or paying you amount equivalent to the proportionate fixed salary for any shortfall in the notice period. Fixed salary means the total gross monthly salary as shown on your latest salary slip provided by Legato to you (including taxable reimbursements) but excluding amounts payable on retirement, your committed or discretionary bonus and any reimbursements.
- With immediate effect, without any prior notice or compensation by a written communication to you:
  - A. In the event of your misconduct/prohibited conduct and/or any act which constitutes an offence involving moral turpitude;
  - B. You are (or Legato acting reasonably is of the view that you are) in material breach of the terms and conditions of your employment;
  - C. In the event you are working remotely, and you are not physically present at the address provided by you during the on-boarding process with Legato and not being able to receive Legato company property including the laptop as part of the induction and on-boarding process within the time period as stipulated by Legato to you.
  - D. You have not completed related induction processes, which may have been conducted remotely by Legato at its discretion.
  - E. Legato acting reasonably, is of the opinion that you have engaged in fraud, misconduct, material violation of any Standard Employment Terms or have been grossly negligent or reckless in your conduct)
  - F. Legato at any time discovers that any information or document submitted by you is fraudulent, materially false or incorrect; or Legato following the conduct of background or reference checks or otherwise receives information or becomes aware of information concerning you with Legato, acting reasonably, considers to be materially detrimental to its interests should your employment continue.
- With immediate effect if for any reason you are considered no longer medically fit to perform your duties as an employee by a medical practitioner of the Company's choice.

(c) You agree that in case of retrenchment, the principle of "last in first out" shall not be applicable.

(d) You shall at the time of leaving the employment of Legato, deliver back to Legato any and all Legato Property, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, equipment, confidential or proprietary information, including but not limited to PHI ("PHI" shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. § 160.103.) and PII (Personally Identifiable Information) or any other documents or property, or

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reproductions of any of the aforementioned items provided to you pursuant to your employment with Legato or otherwise in the possession of Legato.

- (e) You agree that you shall not copy, duplicate, recreate or record or otherwise keep in possession or deliver to anyone other than Legato, any of the aforementioned items.

## 19. **Dispute Resolution**

- (a) Except as provided herein, all disputes in relation to this Agreement shall be settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a single arbitrator to be selected by you out of a list of three arbitrators provided by Legato. The arbitration proceedings shall take place at **Bangalore, Karnataka**, India and shall be conducted in English.
- (b) You acknowledge that damages alone will not be an adequate remedy in the event of breach of any of your obligations under this Agreement. You therefore agree that Legato shall be entitled (without limitation of any other rights or remedies otherwise available) to obtain injunctive or equitable relief from any court of competent jurisdiction.

## 20. **Miscellaneous Provisions**

- (a) **Notices** – Any notice to be given to you by Legato shall be given by email at your Legato email address. Any notice to be given by you to Legato shall be in such manner as may be directed by Legato from time to time. In the event you are not frequenting office and/or not accessing your Legato email, Legato shall be entitled to send you notice by courier or registered post acknowledgment due at your address as intimated by you to Legato.
- (b) **Change Of Address** - You will promptly inform Legato in writing of any change in your residential address or contact details.
- (c) **Governing Law** - This Agreement shall be governed by, and construed in accordance with the laws of India.
- (d) **Waiver**- No inaction, act or omission by Legato shall be considered as a waiver by Legato of any of its rights herein unless specifically waived by Legato in writing.
- (e) **Invalid Provision** – If any of the terms of employment are found to be invalid under law, such provision shall be replaced by another provision which most nearly effectuates the same result as the impugned provision.

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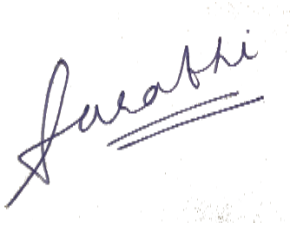
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For Legato Health Technologies LLP



**Surabhi Pradeep**  
**Manager – HR OPS**  
**Date: August 19th, 2021**

I **Konudula Pavan Kalyan Reddy**, have read, understood and accepted the terms and conditions set out above.

**Konudula Pavan Kalyan Reddy**  
**Signature**  
**Date: August 19th, 2021**

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**Annexure – A**  
**Break-up of Salary**

Component	Per month (INR)	Per annum (INR)
Basic salary	15500	186000
House Rent Allowance	6200	74400
Leave Travel Allowance	0	0
Special Allowance	11857	142280
<b>Gross Salary</b>	<b>33557</b>	<b>402680</b>
Legato's contribution to PF	1860	22320
Target Variable Pay	-	-
<b>Total Fixed Pay</b>	<b>35417</b>	<b>425000</b>
<b>Cost to Company</b>		<b>425000</b>

**Note:**

Employee's contribution to Provident Fund, Professional Tax and Income Tax will be deducted as applicable. As per Payment of Gratuity Act, 1972, you will be eligible for gratuity payment which will be over and above your CTC.

Transport deduction is applicable only for associates working in general shifts

Shift Allowance payable based on the shift timing (except general shift)

Medical Insurance cover will be provided as per company policy

Personal accident and Term Life Insurance, Insurance cover will be provided as per the company policy

Employee State Insurance (ESI) deduction applicable as per ESI Act 1948.

**Konudula Pavan Kalyan Reddy**

**Signature**

**Date: August 19th, 2021**

**Bengaluru:**

Head Office: Manyata Embassy Business Park, Floors 6-10, Block Banyan (L1), Outer Ring Road, Nagavara, Bengaluru, Karnataka – 560045 | Ph: 080-6152-0000 | GSTIN: 29AAHFL3010G2ZL

RGA Tech Park, Floor 8 -11, Block-4, Chikkakannelli Village, Sarjapur Main Road, Bengaluru, Karnataka- 560035 | GSTIN: 29AAHFL3010G2ZL

**Hyderabad:**

Floors 8-9 of T1 and Floors 8-10 of T2, Laxmi Infobahn, Kokapet Village, Gandipet Mandal, Ranga Reddy Dist., Telangana – 500075 | Ph: 040-6817-0000 | GSTIN: 36AAHFL3010G1ZR

Floors 4-6 of T9, Laxmi Infobahn, Kokapet Village, Gandipet Mandal, Ranga Reddy, Telangana – 500075 | GSTIN: 36AAHFL3010G1ZR