

APPOINTMENT LETTER**PRIVATE & CONFIDENTIAL**

Dear **Mr. ROHIT KUMAR**

Address : VILL RUHLA KHERI

City : Yamunanagar

State : Haryana

It is our pleasure to inform you that on **02/12/2024**, the **Indus International Hospital** approved your appointment to the Professional Staff in the category of **DIALYSIS TECHNICIAN**. Your appointment begins on **02/12/2024**.

This letter outlines further details of your appointment and the responsibilities and accountabilities.

TERM OF EMPLOYMENT : Subject to the provisions for termination set forth below this agreement will begin on **02/12/2024** unless sooner terminated.

PROBATION : The Employee shall be on probation for a period of **Six Month** from the date of your joining the services of the Hospital. This period can be extended to a period of another Three month at the discretion of the management, if felt necessary to do so, otherwise there will be an automatic confirmation on expiry of probation period. During probation, the Employee's performance will be under review and assessment by the management. If the management is not satisfied with the Employee's ability or work performance, his / her services are liable to be terminated without notice and without assigning any reason thereof. Increase in salary upon confirmation as an employee shall be subject to the performance.

REMUNERATION: The Hospital shall pay Employee a salary of **Rs.13000/- (CTC)** every month, for the services of the employee, payable at regular payroll periods.

DUTIES AND POSITION: **Indus International Hospital** hires the employee in the capacity of **DIALYSIS TECHNICIAN** the employee's duties may be reasonably modified at the Hospital's discretion from time to time. The details are appended as EXHIBIT-3.

REPORTING:

1. You will be assigned to the Service in the Department **DIALYSIS**, reporting to **Manager – HR & HOD**. You will participate in the activities of the Service/Department, conducting any short of event. You are expected to work in a collegial manner with team members, and consult on cases as appropriate.
2. Given the ongoing evolution of the Hospital and the Service/Department - and in order to anticipate and respond to changes required for the optimization of patient care and best practices - this clinical role may change over time in the context of the Hospital's emerging needs, evolving services, and your interests and skills.
3. You are expected and encouraged to participate in the organizational life of the Hospital. This includes serving upon request on the various established committees of the Hospital as well as assisting in other committees and task forces as are struck from time to time.

COMPLIANCE WITH HOSPITAL RULES :

1. Patient safety is paramount at the Hospital. As a **DIALYSIS TECHNICIAN**, you are expected to comply, within the timeframes provided by the Hospital, with all mandatory screenings and trainings (e.g., Induction ,codes, professional trainings etc). The Professional Services Office can provide you with a list of mandatory screenings and trainings.
2. The Professional Services Office can provide you with a list of mandatory screenings and trainings. You will be given a copy of the Hospital Code of Conduct, HR Manual /Hospital policies.. If you have any questions about compliance with the Hospital policies, please seek assistance of the Human Resource Department.

CODE OF CONDUCT:

1. Since, code of conduct is uniform and applies to all employees in the organization, the Employee agrees to be bound by the Company's rules and regulations and other relevant policies and procedures such as, but not limited to, sickness, absence, staff development & performance review, personal and professional relationships, occupational stress, working hours, conduct, discipline, casual and medical leave, and any other matter as though these rules, regulations, policies and orders were part of this Agreement. Please refer to the Company's Human Resource Policy Handbook ("**HR Manual**") for the aforesaid rules and regulations.
2. Contents in the HR Manual may be changed from time to time and the Employee is required to read them and take necessary steps to ensure they are properly observed. In the event, any provision of the aforesaid rules and regulations being inconsistent with the provisions of this Agreement, the former shall take precedence.
3. The HR Manual forms an integral part of this Agreement and any violation of the rules and regulations mentioned in the HR Manual shall be deemed to be a breach of this Agreement.
4. Employee agrees never to use his / her position with the Company, or information acquired during employment in a manner that may create a conflict of interest or the appearance of a conflict of interest between the Employee's personal interest and the interests of the Company or its customers, associates and clients. For this purpose of this clause Conflict of Interest shall mean any situation in which the Employee is in a position to exploit his /her professional or official capacity in some way for his / her personal benefit. Conflict of Interest shall also mean multiple professional or personal interests of the Employee, one of which could possibly corrupt his / her motivation towards job performance at the Company.

DOUBLE EMPLOYMENT:

1. The parties hereto agree that during the tenure of employment with the Company, the Employee shall wholly devote himself / herself to the Company and shall not undertake any other employment either in full or on part time basis without prior permission of the Company in writing. Any contravention of this will be considered breach of this Agreement.
2. The parties also agree, during the course of employment with the Company, the Employee shall not, either by himself or in association with any other person carry on any business or be associated in any manner with any business especially which in the opinion of the Company is similar to or competitive with that carried by the Company (hereinafter referred to as "**Double Employment**").

NON DISCLOSURE:

1. Employee shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any person, firm, corporation, or other entity in any manner whatsoever any information concerning any matters affecting or relating to the business of Employer, including

- but not limited to any of its patients, or any other information concerning the business of Employer, its manner of operation, its plans, processes, or other data without regard to whether all of the above-stated matters will be deemed confidential, material, or important, Employer and Employee specifically and expressly stipulating that as between them, such matters are important, material, and confidential and gravely affect the effective and successful conduct of the business of Employer, and Employer's goodwill, and that any breach of the terms of this clause shall be a material breach of this Agreement.
2. That the said employee shall be just and faithful to the Company in all matters and shall not at any time except under legal process, divulge to any person whatsoever and shall use his best endeavors to prevent the publication or disclosure of any trade secret and thus avoid conflict relating to trade secret and also undertakes to safeguard any business process or any confidential matter or information concerning management decision of the Company or of its dealings, transactions, or affairs which may come to his knowledge.
 3. The employee undertakes that his known person is working or not in direct/indirect/pay roll/contractual arrangement with the Company.
 4. During employment, and thereafter, Employee shall not disclose to anyone any Confidential Information. For the purposes of this Agreement, "Confidential Information" shall include any of Employer's confidential, proprietary or trade secret information that is disclosed to Employee or Employee otherwise learns in the course of employment.

COVERAGE ARRANGEMENTS : When planning time away from your duties at the Hospital it is your responsibility to ensure coverage for your clinical activities in a collegial spirit. All Professional Staff at the Hospital are expected to assist each other in this regard. If you cannot attend to your duties at the Hospital and cannot arrange for coverage in advance due to unforeseen circumstances such as sudden illness or family emergency, please contact HRD in order to notify the Head of Department as soon as reasonably possible.

ACCOUNTABILITY AND PERFORMANCE : Your roles at the Hospital will be subject to annual performance reviews. For your clinical and administrative activities at the Hospital you will report to **DIALYSIS HOD** and **Manager Human Resource** at the Hospital.

Conflict of Interest :-

The employee agrees that they have disclosed all known potential conflicts of interest. If the employee becomes aware of any potential conflict between their interests and the employer's business, or an issue with the potential to affect their work performance, they must immediately tell the employer. The employer and employee will discuss the issue and work out together whether it is a real conflict of interest. The employee must act on any reasonable instructions from the employer about real conflicts of interest. If there is no other reasonable alternative, the employee's employment may be ended, following the correct process.

RETURN OF COMPANY PROPERTY:

- Upon the termination of employment with the Company for whatever reason or otherwise at Employer's request the Employee must immediately return all property belonging to the Company or third party held in connection with employment with the Company. This includes any computer equipment, mobile phone, pager, keys or office swipe card, protective safety clothing or equipment and uniforms. The Employee must also inform the Employer of any computer passwords.
- The Company reserves the right to search the Employee or any of his/her property held on Company premises at any time if there are reasonable grounds to believe that the Employee is guilty of any breach of the Company's rules and regulations.

ACCOUNTING FOR PROFITS :

- Employee covenants and agrees that, if Employee shall violate any covenants hereof, Employer shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations or benefits which Employee directly or indirectly has realized and/or may realize as a result of, growing out of or in connection with any such violation; such remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which Employer is or may be entitled at law or in equity or under this Agreement.
- The Employee shall also be responsible and penalized for the loss incurred by the Company due to project delays as a result of abrupt absence of the Employee. In such a scenario the Company also forfeits its obligation to issue to the Employee a No Objection Certificate, Experience Certificate, Relieving Letter or / and Reference Letter, the last dues (if any), as and what shall be applicable.

TERMINATION : The Employee's service shall be liable to termination without notice and without Assigning any reason, if the Employees found suspicious of wrongdoings or indulge in illicit activity during his / her presence at the workplace or suppress any information or furnish false information with a view to obtain employment with the Company. Additionally, the Company takes no responsibility for any unauthorized actions of the Employee, whether inside or outside the premises of the workplace, otherwise the termination shall be subject to one months to prior notice in written from both the sides.

- Suspension-** The employer might decide to suspend the employee on pay while investigating allegations against the employee, eg for serious misconduct, or if a condition, illness or injury means the employee poses an immediate risk to themselves and/or others. If an investigation is delayed because the employee refuses to take part, or because of other reasons beyond the employer's control, eg waiting for a criminal trial to end, the employer may decide any further time on suspension will be unpaid.
- Abandoning Employment** - If the employee is away from work for working days in a row without telling the employer or getting their permission — and the employer has made reasonable efforts to contact the employee to clarify the reason for their absence and whether they intend to return to work — the employer may regard the employment as abandoned. The employer will tell the employee that they are deemed to have ended their employment. The employment will be deemed to have finished at the end of the last day the employee worked.
- Ending Employment/Serious Misconduct** - If, after following a fair process, the employer concludes that the employee has engaged in serious misconduct, the employee may be dismissed without notice. Serious misconduct is behaviour that fundamentally compromises the employer's trust and confidence in the employee. Serious misconduct includes, but is not limited to:
 - theft
 - sexual or other assault
 - harassment of a work colleague or customer
 - use of illegal drugs at work
 - repeated failure to follow a reasonable instruction
 - deliberate destruction of the employer's property
 - actions that seriously damage the employer's reputation
 - a serious breach of the employer's policies and procedures.
- Force Measure** - The employee understands and agrees that their job may end without notice, or payment of notice, if a natural disaster, Pandemic, workplace fire, flood or other similar major event beyond the employer's control makes it impossible for employment to continue. Where practicable, the employer will consult with the employee before exercising this clause.
- Internet & Social Media Use -**
 - The employee will have internet access as part of their job. Its use must not be offensive, illegal or harm the employer's interests, and must follow the employer's policies.
 - Any business social media or email accounts, and associated followers or contacts, are the

- employer's property.
- A reasonable level of personal internet use at work is acceptable if it does not affect the employee's ability to do their job.

EFFECT OF PARTIAL INVALIDITY :

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

JURISDICTION : All disputes arising out of this Contract of Employment shall be subject to the jurisdiction of courts in Mohali.

MEDICAL BENEFITS : Employees and their immediate blood relations are covered under ESI and can take treatment under this scheme, the other employee who are not covered under ESI are given 40% discount as special medical benefits in any of Indus group of hospitals. The 40 % discount will be on total bill which excludes Medicines and consumables/Implants/Blood Charges /any special test (Pathological and radiology)from the outsourced Lab and which is anything which is not included in the scope of services Indus group of hospitals . as Indus is also tied up with various insurance companies the employee can get treatment under this category where no discount is applicable.

IMMEDIATE BLOOD RELATIONS: are Mother, Father, siblings, wife and kids. The employee have to give declaration details of their family members at the time of joining to avail the Medical benefits.

EMPLOYEE CODE OF CONDUCT:

PURPOSE:

The code provides a basis for all employees to maintain a working environment more productive, positive, enjoyable, safe and free from harassment and discrimination.

OUR VISION:

To be the leading and trusted choice for healthcare.

OUR MISSION:

To provide competent, comprehensive, cost effective and environment friendly medical care to all through research and education.

CORE VALUES:

Togetherness driven sustainable, innovative, progressive and forward thinking.

POLICIES TO BE ALWAYS KEPT IN MIND:

1. **Attendance, Punctuality and Dress Code:** Employees are expected to be punctual and regular in their attendance as well as adhere to dress policy of hospital. Bullying, Racial Religious.
2. **Vilification:** Bullying is unacceptable conduct within organization, and person found guilty will be punished/terminated with immediate effect.
3. **Theft and Fraud Policy:** Money, hospital record, patient belongings etc. are taken as theft and person found guilty will be punished/terminated with immediate effect.
4. **Alcohol, Smoking and Drugs Policy:** Employees should not come to hospital under the influence of alcohol or other intoxicating substances while they are at work or passive smoking can impact on other employees.
5. **Acceptance Of Commissions, Gifts or Benefits:** Employees should not accept a gift, secret commission or a benefit from a person or organization while working in the hospital or for work related to hospital outside the Indus.
6. **Prevention of Sexual Harassment Against Employee at Workplace:** Prevention of sexual harassment as per VISHAKA GUIDELINES.
7. **Brand Image:** Only authorized personnel may speak with the media on behalf of the company. Employees are

not permitted to interact/release any statement concerning hospital with the media representative without first receiving clearance from the directors. Employees are not allowed to make videos, take pictures of patients and any of Indus hospital facility patient record etc. which effects the brand image of hospital.

PERFORMANCE MANAGEMENT AND KPIs LINKING ACTIVITY TO VISION, MISSION, GOALS:

A Key Performance Indicator (KPI) is a quantifiable metric that reflects how well Indus is achieving its stated goals and objectives, and it has been derived from the Vision, Mission and Goals within the organization. So there are targets and objectives to achieve – at an individual and team level to meet with Indus overall goals.

KPIs are the means by which these Vision, Mission and Goals can be measured. The actions below the KPIs are the tasks and projects that you carry out in order to achieve the KPIs.

Ask yourself the following questions to help you to understand the context and achieve:

What is Indus Vision, Mission and Goals and what's the strategy for achieving that?

Specific: Be clear about what each KPI will measure, and why it's important.

Measurable: The KPI must be measurable to a defined standard.

Achievable: You must be able to deliver on the KPI.

Relevant: Your KPI must measure something that matters and improves performance.

Time-Bound: It's achievable within an agreed time frame.

If you're responsible for a team or organizational KPI then communicate KPIs clearly to everyone concerned and make sure that your reports know how each KPI impacts their work, and that they know which activities to focus on. You may be able to set up a performance dashboard so that you are satisfied that you have meaningful KPIs to measure the performance of yourself, your team and of your organization as a whole, make sure that the appropriate training, support and incentives are in place to enable your people to perform well.

For Indus International Hospital,

(Manager Human Resource)

I **ROHIT KUMAR** have read, and fully understood the terms and conditions of this agreement, and have received a copy of it. I accept the terms of this letter and the Induction Manual attached

Signature of Candidate

Date : 02/12/2024

EXHIBIT1: NON-COMPETITION WITH THE COMPANY FORMING PART OF OUTR EMPLOYMENT OFFER :

1. The Employee shall not, during and/or after his employment for six months, carry on, or be engaged in, or be concerned with, or interested in, or employed by, any person engaged in or concerned with or interested in a business which is the same as, or substantially similar to, or in competition with, the Company's business within a radius of ten(10) kilometers from any Company or Affiliated Corporation office where the Employee is employed.
2. The Employee promise that, during and after his employment for six months, shall not, directly or indirectly, whether alone or in association with others(spouse/close friend/relative), in any capacity whatsoever and whether for my benefit or the benefit of a third party or to the detriment of the Company, do any or all of the following: (a) solicit the business of any Client (other than on behalf of the Company); (b) engage in, participate in, invest in, provide, or attempt to provide any Conflicting Services; (c) without prejudice to the foregoing, join the employment of any Client or Competitor, whether as employee, consultant, advisor or in any other capacity whatsoever.
3. In consideration of the Company employing the employee, the employee do hereby agreed that in the event of breach of any provision of this Article, the employee hereby expressly consent to the Company taking out an injunction from Court to stop him/her from continuing the breach hereof, and do hereby agreed to pay the Company all legal charges necessary to obtain such an injunction, in addition to paying the Company and agreed liquidated damages of 2 months last drawn salary.

EXHIBIT 2 : MINIMUM SERVICE PERIOD FORMING PART OF OUR EMPLOYMENT OFFER :

1. The Employee, on joining the Company, undertook to stay in employment of the Company for a minimum period of twelve months ,or one month notice period to the Company in case he/she wants to leave the company, in onsideration of which, the Company is not charging the cost of training from him/her.
2. The Employee undertakes to undergo the training methodologies, as may be required, and understand the job responsibilities, so that the same are carried out in an effective manner.
3. The Employee acknowledges that substantial costs have been invested on him for training him specifically for effectively handling the job responsibilities and, any discontinuance of the employment before the expiry of the twelve month term would unfairly prejudice the Company, and, as such, the Employee undertakes not to leave the services of the Company, for any reason whatever, for a minimum period of twelve months from the date of his/her joining the services of the Company.
4. To secure the stay of the employee, the employee hereby agrees to that experience letter will not be issued if employee leaves the Organization before completing the probation period and not completing exit formality. However, Company has full right to transfer, suspend or terminate the employment of the Employee in case if he/she breaches any of the provisions of the employment as signed between the parties & is found dishonest to the Company at any moment of his/her employment also Company can withhold the Salary or/and experience letter of the said Employee until the final clearance of the matter.

EXHIBIT 3 : ROLES AND RESPONSIBILITY FORMING PART OF EMPLOYEMENT OFFER:

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