

PERSONAL & CONFIDENTIAL

Offer and Appointment Letter

June 7, 2024

Ganesh T A

S/O: Krishi Pal Rana, Nirpura, Baraut, Baghpat, Uttar Pradesh- 250625.

Dear **Ganesh**,

We are pleased to offer you the position of **Assoc SQA Analyst-Identity and Access Management** with Garfield Health Solutions East Private Limited (“**Company**”). This position reports to **Supervisor IT Support** and will be located at Pune, Maharashtra, India. The terms of this offer include:

1. **Start Date:**

Your appointment at the Company will be effective from **12-Sep-2024** (“**Joining Date**”) and the terms of this offer letter will come into effect on and from the Joining Date. On or prior to your Joining Date, you will be required to provide certain KYC and other documents in accordance with the Company policies (such as PAN Card, Aadhar Card, educational qualification certificates).

2. **Compensation Structure:**

- (i) Your Compensation Structure will be as elaborated in **Annexure A**, which forms an integral part of this offer of employment.
- (ii) Your remuneration will be subject to statutory and other deductions as per Company’s policies, guidelines, practices and requirements under applicable law. You will be responsible for your tax liabilities and compliances under applicable tax laws and regulations.

3. **Performance-linked Bonus:** You may be eligible for a performance-linked bonus based on your individual performance and the Company's performance. The bonus will be reviewed and determined at the discretion of your reporting manager and will be paid out at the end of the financial year, based on the achievement of predetermined performance metrics and goals.

4. **Leave Travel Allowance (LTA):** The Company offers a Leave Travel Allowance (LTA) benefit to its employees. The cost will be reimbursed based on the actuals and upon submission of relevant invoices / bills in accordance with the Company’s policy or guidelines and the provisions of the Income Tax Act, 1961.

5. Medical Benefits:

(i) Group Term Life Insurance Plan:

This is a Company paid benefit which provides group term life coverage to all employees of the Company as per the Company's policies or guidelines.

(ii) Group Medclaim Insurance Policy:

Further, you along with certain eligible family members will be enrolled in the Group Medclaim Policy from the date of your joining as per Company's policies or guidelines.

(iii) Wellness Programs: Additionally, the Company will organize wellness programs, webinars and personalized coaching sessions to promote health awareness for achieve holistic wellness and overall well-being sessions relating to nutrition, fitness, emotional health.

6. Leave / Personal Time:

We encourage all employees to take time off for their general well-being. You will be entitled to leaves as stipulated in the Company's leave policy.

7. Relocation:

The Company will provide relocation allowance to the concerned employees as per Company's policies to assist with moving expenses if an employee is relocating for the role.

8. Working Hours:

You will be required to work for 9 (nine) hours in a day for 5 (five) days per week. Your office hours will be mutually agreed with your reporting manager / supervisor in line with work requirements. Your office hours can change in the future since we support work requirements across different time zones globally. In order to perform your job effectively, subject to the prevailing statutory provisions, you may be required to work additional or more flexible hours on any shift or public / weekly holidays based on business requirements, for the overall performance of your role as a professional at the Company.

9. Probation:

You will be on probation for a period of 3 (three) months from the date of your commencing work. Unless notified to the contrary, you will be deemed to have been confirmed as a regular employee of the Company on completion of the period of probation. This period may be extended at the absolute discretion of the Company. During probation or at any time before confirmation, your services may be terminated by either side giving 1 (one) month notice in writing or payment of salary in lieu thereof.

10. Termination:

Either you or the Company may terminate your employment at any time by giving to the other party 3 (Three) months written notice or payment of salary in lieu thereof. The decision on waiver of notice

period or accepting notice pay in lieu of notice period will be at the management's discretion. This is the complete agreement between you and the organization with respect to your employment and supersedes any prior, contrary representations. Once employed, this employment relationship can be changed only by an express written agreement that is signed by you and a duly authorized officer of the organization. Notwithstanding the above, the Company reserves the right at all times to terminate your employment forthwith, without notice or payment in lieu of notice, if you are involved in gross negligence, misrepresentation, misconduct or any criminal offense or any other moral breach of your responsibilities.

11. Retirement:

Upon attaining the retirement age, your employment with the Company will terminate. The present retirement age for this position is 60 (sixty) years. However, the employment can be extended for maximum period of 2 (two) years with a consent from the employer / employee.

12. Confidentiality and Intellectual Property:

- (i) The terms of this offer is strictly confidential in nature and you shall not disclose to any unauthorized person, either during or after your employment with the Company, for any reason, any information about the interest or business of the Company or any affiliated companies.
- (ii) You are expected not to disclose any information or documents, official or otherwise relating to the Company without prior approval from the management in public papers, journals, pamphlets, leaflets and in virtual media.
- (iii) Information pertaining to the Company's operations and intellectual property (including information and intellectual property relating to the Company's affiliates) is confidential and you agree and confirm that you shall hold in strict confidence and not disclose, to any third party, any such information. If you are bound by a confidentiality agreement with a previous employer, you must notify the Company and indemnify the Company against any breach thereof.
- (iv) Any invention, development, discovery, formulae, plan, specification, program, design, process, adaptation or improvement in procedure or other matters or work including any artistic, literary or other work which can be subject matter of copyright whatsoever, made, developed or discovered by you either alone or jointly with any other person or persons while in employment of the Company, in connection with or in any way affecting or relating to the business of the Company or capable of being used or adapted for use therein or in connection therewith shall be disclosed to the Company and shall belong to and be the absolute property of the Company.
- (v) By accepting this offer letter, you hereby assign to the Company your entire right, title, and interest (including all worldwide intellectual property rights), in perpetuity, in any idea, concept, technique, invention, design (whether the design is ornamental or otherwise), computer programs and related documentation, other works of authorship, mask works, improvements, techniques, methods, formulas, processes, compositions of matter, compilations, discoveries, and data, etc. (all hereinafter called "**Developments**"), hereafter

made, conceived, written, developed, improved, reduced to practice or otherwise created solely or jointly by you, whether or not such Developments are patentable, or subject to copyright, trade secret, or trademark protection or susceptible to any other form of protection which: (a) relate to the actual or anticipated business or research or development of the Company; or (b) are suggested by or result from any task assigned to you or work performed by you for or on behalf of the Company. If, by operation of law such right, title, and interest in Developments vest in the Company upon creation, you acknowledge that such right, title, and interest belong to the Company. Also, you hereby assign to the Company your entire right, title and interest in any such Developments that were or are suggested by, or a result of, any task assigned to you or work performed by you for or on behalf of any entity that the Company acquired or in which the Company purchased a controlling interest to the extent that any such right, title and interest is not already owned by said entity. In the case of any "other works of authorship", such assignment or ownership shall be limited to those works of authorship which meet both conditions (a) and (b) above.

- (vi) You further acknowledge that the rights, title and interest to any Developments (which is assigned to the Company under the Paragraph 12 (v)) shall not be deemed to have lapsed if the Company does not exercise the rights for any period and you agree to waive your rights under Section 19(4) of the (Indian) Copyright Act, 1957 and any other similar law of any jurisdiction.

If you have any rights, including without limitation, "artist's rights" or "moral rights" in the Developments that cannot be assigned, you hereby unconditionally and irrevocably grant to the Company an exclusive, worldwide, fully paid and royalty free, irrevocable, perpetual license with rights to sublicense through multiple tiers of sublicensees, to: (a) use, reproduce, distribute, create derivative works of, publicly perform and publicly display the Developments in any medium or format, whether now known or later developed; (b) use, make, have made, sell, offer to sell, import and otherwise exploit any product or service based on, embodying, incorporating, or derived from, the Developments, and (c) exercise any and all other present or future rights in the Developments. In the event that you have any rights in the Developments that cannot be assigned or licensed, you unconditionally and irrevocably waive the enforcement of such rights, and all claims and causes of action of any kind against the Company or its affiliates.

- (vii) The above provisions concerning assignment or ownership of Developments apply to Developments created during the "Period of Your Employment" with the Company. "Period of Your Employment" means the entire duration of your employment with the Company including not only hours worked at the Company's facilities and working on Company's business away from the facilities but also non-working off-hours such as weekends and other time spent outside of the office and not performing Company's work (such as during leave, vacations, and sabbaticals).
- (viii) Upon termination of your employment with the Company, you will be required to return to the Company, all the assets and property of the Company (including any leased properties), documents, files, books, papers, memos or any other property of the Company in your possession or under your control.

13. Governing Law and Dispute Resolution:

This offer letter shall be governed by, and construed in all respects in accordance with, the laws of India.

Any and all disputes concerning this offer letter, including the validity, interpretation, implementation or alleged breach of any provision of this offer letter or regarding a question, including the questions as to whether the termination of your employment has been legitimate, shall be subject to jurisdiction of courts in Pune, Maharashtra.

14. Other Terms and Conditions:

- (i) You will be governed by the rules and regulations of the Company as applicable, enforced, amended or altered from time to time during the course of your employment. You are expected to comply with all directions given to you by the Company and faithfully observe all the rules, regulations and arrangements applicable to you.
- (ii) While in the employment of the Company, you are in no way allowed to be employed by any other Company on a permanent, temporary, full time or part-time basis or offer your services, with or without pay, to any physical person, legal entity or public authority or to be occupied in your own business without the prior knowledge and consent of the Company.
- (iii) You are required to disclose fully to the Company all your business interests whether or not they are similar to or in conflict with the business(es) or activities of the Company, and all circumstances in respect of which there is, or there might be, a conflict of interest between the Company and you or any immediate relatives.
- (iv) The Company reserves the right to discontinue or modify any compensation, incentive, benefit, perquisite plan, program or practice. Further, the brief summaries contained herein are subject to the actual terms and conditions of such plans, programs and practices as applicable.
- (v) You may be required to undertake travel on Company work for which you will be reimbursed travel expenses as per the Company's policy applicable to you.
- (vi) If you are absent for a continuous period of 5 (five) days without leave or obtaining your manager's / supervisor's approval, you will be deemed to have voluntarily terminated your employment without notice.
- (vii) You agree and hereby expressly consent that the Company, its services providers and other third parties authorized by the Company will collect, use, store, make available to those who have a need-to-know, and otherwise process your personal information (including sensitive personal data or information) to establish, maintain and terminate your employment relationship with the Company (including making available applicable employment benefits to you) and for other legitimate business purposes, anywhere in the world. Such personal information, whether provided to the Company, its service providers, or third parties directly by you or otherwise gathered, may include your name, photo, contact information, skills,

compensation, performance, usage of Company assets, background check results, biometric data, bank account information and medical history or information.

15. General:

This employment offer is contingent upon satisfactory completion of the following:

- (i) results of a background check, which may include a personal history check and reference checks and can include verification of education and work history. If the results of these investigations reveal information that is inconsistent with our standards, this offer may be cancelled or your employment with the Company may be subject to immediate termination.
- (ii) Health Screen – All employees, including remote workers, are required to be fully vaccinated for COVID-19 unless granted a medical or religious exemption and will be required to provide a fully vaccinated certificate issued by concerned government authorities before accepting this offer letter. There may also be a COVID-19 vaccine booster requirement depending on where you work.

Garfield Health Solutions East Private Limited is an outstanding organization with an important mission and social purpose. I am confident that your appointment to this position will provide you with the challenge and rewards you are seeking, and that we will gain an important new contributor to our team.

You are requested to signify your acceptance of the terms and conditions by signing and returning to us a copy of this offer letter at the earliest. It is our hope that your acceptance of our offer will be just the beginning of a mutually beneficial relationship with our organization. In the event of us not hearing from you within 7 (seven) days, it will be assumed that you have declined our offer of employment and the offer will automatically stand withdrawn.

Please indicate your acceptance of the terms of the offer by signing and dating this offer letter in the space provided below.

Sincerely,

For **Garfield Health Solutions East Private Limited**

Anand Jain
Anand Jain (Jun 11, 2024 16:17 GMT+5.5)

Anand Jain
Head of Finance

ACCEPTED:

Ganesh T A

Date

Annexure A - Compensation Structure		
Candidate Name: Ganesh T A Role: Assoc SQA Analyst-Identity and Access Management IC Level: IC2		
Sr. no	Salary Components	Annual Salary (INR)
A	BASIC	3,36,688
	HRA	1,34,675
	Flexi Basket Plan (FBP)	3,29,954
B	Retiral Components (a)	40,403
	Company Contribution towards the Provident Fund @ 12% of Basic Salary	
Total Fixed Pay (A + B)		8,41,719
C	Variable Pay	42,086
D	Retiral Components (b)	16,195
	Gratuity	
Annual CTC (a+b+c+d)		9,00,000

Garfield Health Solutions East Private Limited

CIN: U72900PN2022FTC216629

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