

Employee Confidentiality & Non-Compete Agreement

This Employee Confidentiality & Non-Compete Agreement ("Agreement") is entered into on ____ day of _____ 2022 hereinafter referred to as the "Effective Date" between **TRIVITRON HEALTHCARE PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956 and having its Registered office at No.15, IV Street, Abhiramapuram, Chennai – 600 018, Tamil Nadu, India, PAN AAAC9378H CIN. U85110TN1998PTC040515, hereinafter called "Employer" which expression unless repugnant to the context shall mean and include its subsidiaries, affiliates, joint venture companies and its successors and assigns).

And

_____, bearing Aadhar card number _____ and
residing at _____

(hereinafter referred to as "Employee").

RECITALS:

WHEREAS:

- A. The Employee during his/her normal course of Employment has access to the Employer's confidential and proprietary information, not generally known to others, including specialized information about research, development, production, marketing, and management in Employer's chosen fields.
- B. Employer wishes to protect its confidential and proprietary information and safeguard against the wrongful, unauthorized or inadvertent disclosure of its confidential and proprietary information as any unauthorized disclosure would cause irreparable harm in monetary terms as well as damage to reputation and goodwill.

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THEREFORE, Employer and Employee agree as follows:

ARTICLE I: CONFIDENTIAL INFORMATION

- A. The terms "Confidential Information" includes the Employer's proprietary data and means and includes information and data not generally known outside the company concerning Employer or its businesses and the Employer's business and technical information, including but not limited to, the intellectual property of the company, information relating to inventions, discoveries, products, plans, calculations,

concepts, design sheets, design data, system design, blueprints, computer programs, algorithms, software, firmware, hardware, manuals, drawings, photographs, devices, samples, models, processes, specifications, instructions, research, test procedures and results, equipment, identity and description of computerized records, customer lists, supplier identity, marketing and sales plans, financial information, business plans, costs, pricing information, and all other concepts or ideas involving or reasonably related to the business or prospective business of the Employer, or information received by the Employer as to which there is a bona fide obligation, contractual or otherwise, on Employer's part, not to disclose the same.

ARTICLE II: Employee Covenants

Confidentiality obligations

- A. Employee agrees not to divulge to, or use the Confidential Information for the benefit of, any other person, corporation or entity, other than the Employer, during the term of employee's employment with Employer, or any time thereafter. For purposes of this Agreement, the period of Employee's employment shall include any time during which Employee was/is retained as a consultant by Employer. The obligations of confidentiality shall survive this agreement indefinitely and will be in force until the Confidential Information becomes no longer confidential.
- B. The Employee undertakes to use at least the same degree of care:
- (i) in safeguarding the Confidential Information that the Employee would use in protecting his/her own confidential information and/or proprietary data; and
 - (ii) and shall take all the necessary steps to protect the Confidential Information from unauthorized or inadvertent disclosure.

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- C. All notes, notebooks, memorandums, computer disks and other similar repositories of information containing or relating in any way to Confidential Information shall be the property of Employer. All such items made or compiled by Employee or made available to Employee during the period of employment or thereafter including all copies thereof, shall be held by Employee in trust and solely for the benefit of Employer and shall be delivered to the Employer by Employee upon termination of employment with Employer, or at any other time upon the request of the Employer.

Non-Compete obligations

- D. During the course of employment and for a period of twelve months thereafter, Employee agrees not to engage in any employment, consultancy, business or any other activity that is in competition with the business activities of the Employer.

Non-Solicitation

- E. The Employee agrees and undertakes that for a period of two (2) years after termination of this Agreement that it will not, directly or indirectly: (a) induce or influence (or attempt to induce or influence) any person who is an employee, consultant or contractor of the Employer or any of its affiliate and/or to terminate his/her relationship with the Employer, (b) aid, assist or abet any third-party in any of the aforementioned activities.

Non-Circumvention

- F. The Employee hereby agrees and undertakes for himself or herself, their officers, directors, agents, associates and any related parties, that they will not during the term of employment and for a period of two (2) years thereafter, directly or indirectly, contact, deal with or otherwise become involved with any entity or any other entities or parties introduced, directly or indirectly, by or through the Employer, its officers, directors, agents or associates, for the purpose of avoiding payment to the Employer of profits, fees or otherwise.

ARTICLE III: INVENTIONS

- A. Employee shall promptly disclose to Employer, in writing, all inventions, ideas, discoveries, and improvements whether or not patentable or registrable under Copyright or similar statutes, made or conceived or reduced to practice or learned by Employee, either alone or jointly with

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others, during the period of employment with Employer. Employee agrees that all such inventions (intellectual, visual or material) are the sole property of Employer.

- B. Employee undertakes to cooperate and take all the necessary actions to transfer to Employer at Employer's cost, all right, title and interest in and to any and all inventions, ideas, discoveries, and improvements, made during the course of employment.

ARTICLE IV: REMEDIES

The Employee agrees and acknowledges that any disclosure of any Confidential Information prohibited herein or any breach of the provisions herein may result in irreparable injury and damage to the Employer which will not be adequately compensable in monetary damages, and that Employer may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Employer against, or on account of, any breach by the Employee of the provisions contained herein, and the Employee agrees to reimburse reasonable legal fees and other costs incurred by Employer in enforcing the provisions of this Agreement.

ARTICLE VI: MISCELLANEOUS PROVISIONS

- A. This Agreement shall inure to the benefit of the successors and assigns of the Employer, and shall be binding upon the Employee's heirs, assigns, administrators and representatives.
- B. All provisions of this Agreement shall be severable for purposes of enforcement.
- If any provision or clause of this Agreement is unenforceable at law or in equity, such clause or provision shall be severed from the remainder of this Agreement, and the remainder of this Agreement shall continue to be enforceable, according to its terms.
- C. This Agreement shall be interpreted under and governed by the laws of India and the courts in Chennai shall have exclusive jurisdiction over matters arising out of this Agreement.
- D. This Agreement sets forth the entire Agreement as to its subject matter. No modification, amendment, termination or waiver of this Agreement shall be binding unless in writing and signed by a duly authorized officer of Employer. Failure of Employer to insist upon strict

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compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such terms, covenants or conditions.

- E. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes any previous agreements between the parties relating to inventions and confidentiality.
- F. In the event of any dispute related to this Agreement, the prevailing party in that dispute shall recover its attorney fees.
- G. This Agreement shall come commence on the Effective Date and shall continue to be in effect for the duration of the Employee's employment with the Employer.

Trivitron Healthcare Private Limited

Employee Name

Amitesh Nigam

Associate Vice President - HR

Signature of Employee

Date

Date

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Dec 17th, 2022

Naval Joshi
Noida

OFFER OF EMPLOYMENT

Dear Naval,

With reference to your application and subsequent interview undergone, we are pleased to offer you employment in our Organization on the following terms and conditions:

You will be designated **COC Executive** for **Corporate Division**.

1. Your salary details are given in the Annexure – II. However, your compensation will be altered / changed from time to time in line with the compensation policy and practices of the company. Your compensation data is highly confidential and should only be discussed with your reporting manager or the HR Department.
2. You will be based at **Noida**. Your job requires you to travel all regions. You will be provided with such allowances for travel, lodging and boarding as is prevalent in our organizational travel manual whenever you are on tour.
3. By accepting this offer letter, you hereby confirm that you would abide by the company policies, as amended time to time.
4. As per company policy, the probation period applicable to you shall be six months. After completion of your probation period, your services will be confirmed in writing within one month from the date of completion of your probation period.
5. Your services during the period of probation shall be liable to be terminated giving notice as per company policy. Likewise, probationer will also be competent to terminate his/her contract of employment as per the policy. The waiver of the notice period fully or partially is at the company's sole discretion.

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6. After confirmation, the employee may terminate the contract of employment by giving written notice to the company as per policy or by payment of notice period salary in lieu thereof to the employer. The waiver of notice period fully or partially is at the company's sole discretion. However, company will also be entitled to terminate the contract of employment without assigning any reasons thereof by giving written notice as per policy or by payment of salary of notice in lieu thereof, to the employee. Upon termination of the employment for any reason, you shall promptly return all the company property back to immediate supervisor or to HR.
7. You are being provisionally offered employment in our organization on the presumption that you have no criminal background as per the law of the land and the particulars furnished by you in your application and / or Bio-data are correct. In case the aforesaid particulars are found to be incorrect or it's found that you have concealed or withheld some other relevant facts, your offer / employment with the company shall stand terminated / cancelled without any notice and benefits.
8. Your next salary review based on your performance and as per the company policy shall be after completion of one year of service.
9. Leave eligibility will be as per the leave policy of the company.
10. You should understand that your job functions and KRA's are in close relation to our customers, and hence the calls from the customer should be given highest priority. Incentives are directly linked to KRA's mentioned and the targets achieved.
11. You will be reporting to **Senior Manager- Marketing** or such Managers as desired by the Management from time to time.
12. You are liable to transfer to any organization within the group as and when the Management feels essential. Such transfers within the organization would not be treated as fresh employment and previous experiences within the group will be taken into account. You will have no objection to such transfers.
13. Since we are a part of group, every person would be called in to assist any other group Organization, in times of need. You will have to extend your complete support, without any additional remuneration.

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14. Trivitron Health Care Pvt. Ltd. is a strong supporter of zero tolerance policies and believes such policies are required to create an appropriate environment. Breach of Zero Tolerance Policy would be termination of employment without any notice. (Please contact HR for Zero Tolerance policy).
15. You agree that you will not, without the prior written consent of the Employer, at any time during your employment with the Employer and for a period of One year following the termination of your employment however caused (whether your employment is terminated by you or the Employer and whether with or without cause or in breach of this Agreement) either individually or in partnership or jointly or in conjunction with any person as principal, agent, employee, carry on be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of or permit your name or any part thereof to be used or employed by any person engaged in or concerned with description of aspect of business in which employee is engaged.
- a. You agree that the restrictions set out above are reasonable and valid and all defenses to the strict enforcement of this non-competition covenant by the Employer are waived by you.
16. As an employee we expect strong commitment and integrity at work from your date of joining. In case of “no information” for more than 3 days, the employee would be construed as an absconder. HR will be forced to complete the absconding procedure. The company will terminate the employment from the date of employee ceasing to work. There shall be no obligation on the part of the employer to pay wages to the employee from the day of abandonment. The employee would be liable to pay liquidated damages for loss caused to the company on account of sudden disruption of work. The employee would also have to ensure that all the company related property and documents be handed over to the concerned person failing which legal action would be taken. Information to be recorded as per working hours and attendance policy of the company.

On your joining the Company and meeting all the joining requirements as stated in **Annexure-I**, this provisional offer would be regularized.

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Your Joining date (mutually agreed between you and HR) will be intimated to you. Without confirmation from HR regarding your joining date you will not be allowed to complete joining formalities.

Please sign and return this letter to HR, as a token of your acceptance.

Best wishes and looking forward to a mutually fruitful association.

Yours sincerely,

For Trivitron Health Care Pvt. Ltd.



Gurinder Bir Kaur

Associate Vice President- HR & Admin

I agree to the above terms and conditions. _____

Naval Joshi

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Annexure-I

On the date of joining, please bring the following documents for verification / submission:

- Original and copies of your Educational Certificates (Date of Birth/Degree/PG/Professional)
- Relieving letter / Experience certificates from your previous employer(s) if applicable.
- Salary certificate of previous employer.
- Two Passport size colored photographs/Any Photo Identity Card.
- Copy of your passport or SSLC certificate, if any.
- Medical Fitness Certificate (as and when required).

Naval Joshi

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Annexure-II

Pay and Allowances			
Name of Employee: Naval Joshi			
Designation: COC Executive			
Division : Corporate			
Location: Noida			
Pay and Allowances effective from DOJ			
Sl.No.	Particulars	Amount in Rupees per month	Amount in Rupees per Annum
1	Basic Pay	15,000	1,80,000
2	House Rent Allowance	2,000	24,000
3	Gross Pay	17,000	2,04,000
4	Statutory Bonus	834	10,008
5	ESIC (Employer Share)	553	6,636
6	Provident Fund @ 12% on basic pay(Employer Share)	1,800	21,600
7	Gratuity	722	8,664
8	Total CTC	20,909	2,50,908
MONTHLY TAKE HOME WORKING			
	Provident Fund - Employee share	1,800	21,600
	ESIC (Employee Share)	128	1,536
	Take home salary *	15,072	1,80,864
* This is subject to tax deduction as per the applicable tax slab			
Medical insurance coverage of Rs. 2 lac for self , spouse & 2 Kids			
Accidental insurance coverage of Twice the CTC for self			



Gurinder Bir Kaur

Associate Vice President- HR & Admin

Naval Joshi

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