



PRIVATE & CONFIDENTIAL

RITESH YAWALE

May 13, 2022

Dear **RITESH YAWALE**

Welcome to IKS Health!

Subject: Offer Letter

With reference to your application, subsequent interview and discussions, we are pleased to inform that you have been selected for the position of **Software Developer** in Grade **12** in Department **Technology** with our organization commencing from **May 18, 2022**

Your annual compensation will be INR **600000** /-. The details of the terms and conditions of the offer of employment are detailed in the enclosed annexures.

IKS Health is defined by an efficient and reliable culture that sets us apart. Our DNA, while evolving through various transformations, has still constitutionally been driven by the same core values. **Customer first** has been one such belief that influences every employee at IKS Health. We strive to understand our customer's need, staying ahead of the curve to deliver best-in-class service. Equally crucial, is our **ownership**, wherein our eyes stay on the end result without compromising on our quality, ethics and people. We draw our greatest strength by **caring** for our customers and our people. Hence, **collaboration** at workforce goes hand-in-hand with greater accountability, thereby creating responsible members at our workplace. As we redefine what business success means in the changing landscape, we believe in inculcating the spirit of **innovation** so that established systems and ways of doing things are constantly tested, questioned and disrupted. Continuous **learning** and the ability to take risks are fundamental characteristics that make us shatter boundaries.

These shared values and beliefs are the influencers of everyday work culture at IKS Health that has eventually built our ethos. It is what integrates us across technologies, platforms and geographies. We are proud of it and we eagerly welcome you to the IKS Health way of life.

This offer of employment is contingent upon you fulfilling the background verification process that the organization will conduct. We look forward to you joining us at our **Mumbai - Unit 204** office on **May 18, 2022**. Please keep your recruiter informed, in case of advancement in the joining date. Pursuant to its business needs, IKS Health retains the right to revise the commencement date of your employment with IKS Health. Please endorse your acceptance, within the next two business days, by duly signing the duplicate copy of this letter on all sheets, including annexures, at the bottom on the right corner and return to the undersigned. Please refrain from soliciting other offers based on this letter as the same will be null and void if so used.

We wish you all the best.

Thanking you,
For Inventurus Knowledge Solutions Pvt. Ltd.
HR Team
I accept the above offer on the terms indicated.

Signature

Date

RITESH YAWALE

Annexure I

	Annual	Monthly
Basic	300000	25000
HRA	150000	12500
Special Allowance	96065	8005
Provident Fund	36000	3000
Gratuity	14430	1203
Insurance	3505	292
Total CTC	600000	50000

Thanking you,

For Inventurus Knowledge Solutions Pvt. Ltd.
HR Team

I accept the above offer on the terms indicated.

Signature

Date

RITESH YAWALE

Annexure II

Please note that you are required to carry the following original documents along with 2 photocopies of the same, on the day of joining

Sr. No.	Particulars	Documents
1	Education Certificates	SSC, HSC, Graduation and Post-Graduation
2	Work experience Certificate / Relieving Letters	Work experience/Relieving Letters of the Last two companies
3	Address Proof	Either one of the following: <ul style="list-style-type: none"> • Latest months Electricity Bill • Latest months Landline Bill • Rental Agreement of address provided • Ration Card • Passport Copy • Aadhar card
4	Photo ID Proof	Either one of the following: <ul style="list-style-type: none"> • Pan Card • Passport • Aadhar card
5	Salary Slips	Last 3 months Salary slips from previous employer
6	Photographs	4 copies
7	Name Change (if applicable)	Marriage Certificate or any other relevant document
8	Proof of resignation from previous employer	In case you are not able to submit the relieving letter of your last company on the day joining you need to submit the resignation acceptance mail or letter.

Annexure III

TERMS OF EMPLOYMENT

Your employment at IKS Health (also referred to herein as the "Company") will be governed by the IKS Health policies as modified from time to time. Some of the more significant terms and conditions that currently govern your potential employment, are detailed below.

1. Hours of Work

- I. A working day shall comprise of nine hours.
- II. You may be required to work on a shift basis. Shifts may be scheduled across 24 hours a day, 7 days a week and 365 days a year, subject to applicable laws. Your shift timings may change from time to time which you will be notified in advance.

2. Place of Employment

During your employment with IKS Health, you will be liable to be transferred or deputed to any of the offices and/or departments of IKS Health or its Associates, Subsidiaries or Group Companies, whether in India or overseas. In the event of transfer or deputation of your services your salary and other benefits will be determined in accordance with IKS Health policies prevalent at that time.

3. Salary and Benefits

- I. Your salary shall be reviewed on an annual basis depending on the date of joining and you shall be notified of the amount of your salary entitlement for the succeeding year, which shall depend upon your performance during the year. IKS Health reviews salaries at the end of every financial year, and employees who have joined the Company prior to 30th September of the applicable financial year are eligible for annual salary reviews in the respective cycle.
- II. Notwithstanding the provisions of Clause 3.i, you acknowledge that it is IKS Health policy to review the salary payable to its employees for successive financial years and such revised salary may be higher or lower than the salary received for the previous financial year depending upon the overall performance of the Company.
- III. In addition to salary, you may also be entitled to receive other benefits, such as annual performance pay up to a maximum of twenty percent of your CTC, as applicable under the relevant IKS Health policy. The Company shall, in its sole discretion, be entitled to amend, vary, and modify any of the terms and conditions of the policy with regard to the benefits that are offered to you. Please note, there are no guarantees to any such benefits and performance payments and amounts could be NIL depending on your performance, company performance, industry environment, etc.

a. Relocation Expenses

You are eligible for relocation expenses reimbursement as per the Company policy, provided your offer letter explicitly provides for the same. In the event of your separation within 12 months of joining IKS Health, this amount will be recovered or set-off from or against your Full and Final Settlement.

b. Leave Entitlement Policy

All employees are eligible for an annual paid vacation. Please refer to the employee handbook or contact the HR department for further details regarding the Company's leave and vacation policy.

c. Travel

You may be required to travel, whether in India or overseas, in connection with office work at short notice. All expenses associated with any such travel, within the prescribed limits, will be reimbursed by the Company as per the relevant IKS Health policy.

4. Training

Your continued employment with IKS Health is contingent upon you completing, to IKS Health's satisfaction, all required training modules and tollgates, by whatever name they are called and whenever they are conducted by the Company. IKS Health in its sole discretion shall determine which training modules need to be completed and tollgates cleared (including clearance cutoffs/percentages) for any given position.

5. Termination

Your employment with IKS Health is "at will" and is subject to termination on:

- For IKS Margin/IKS Care/IKS Enabling in Grade 11 to 13 – For the 1st 90 days, 7 days of prior notice by either side is applicable. From the 91st day onwards, 1 month of prior notice by either side is applicable.
- For IKS Coding in Grade 11 to 13 – For the 1st 90 days, 7 days of prior notice by either side is applicable. From the 91st day onwards, 2 months of prior notice by either side is applicable.
- IKS Practice in Grade 11 to 13- Two months prior notice by either side
- Grade 8 to 10 – Two months prior notice by either side for IKS Margin/IKS Care/IKS Coding/IKS Enabling/IKS Practice
- Grade 2 to 7 – Three months prior notice by either side for IKS Margin/IKS Care/IKS Coding/IKS Enabling/IKS Practice

IKS Health reserves the right to, at its sole discretion, substitute the notice period by paying you salary in lieu of the notice period. For abundant caution, it is hereby clarified that you cannot waive the notice period requirement in the event you wish to terminate your employment with IKS Health, and that your termination/resignation letter (by whatever name it is called) will be accepted by IKS Health only on your satisfying the mandatory notice period as stated in IKS Health's HR handbook. Further, till such time as IKS Health accepts your resignation letter, you will be deemed to be an employee of IKS Health and the terms and conditions of your employment will continue to bind you. IKS Health shall have the right to



terminate your employment immediately without notice or payment in lieu of notice if:

- a. You neglect, refuse, fail or for any reason become unable to perform any of your duties under this agreement or comply with IKS Health policies and code of conduct
- b. You are guilty of any misconduct whether or not in the performance of your duties (including but not limited to being an undischarged insolvent, being convicted by any criminal court, being involved in fraudulent acts, etc.) or commit any act which in the opinion of IKS Health is likely to bring IKS Health into disrepute whether or not such act is directly related to the affairs of IKS Health;
- c. You commit any breach of any of your duties or obligations under this agreement or the policies of IKS Health; or
- d. There is a discrepancy in the copies of the documents/certificates given by you as proof in support of the information provided by you.

In the event of termination under Clause 7, you shall not be entitled to any benefits whatsoever.

6. Retirement

Your age of retirement from the service will be on completion of sixty years. However, you may opt for voluntary retirement at any age before sixty years during your services in the Company if you are unable to continue in service satisfactorily. The actual date of retirement shall be the last working day of the calendar month in which your 60th birthday falls.

7. Mode of Communication

For any service of notice or communications of any kind, you will be informed by email or ordinary post at the address given by you at the time of your employment or such other address as may be intimated by you to the Company thereafter.

8. Confidentiality

- a. You agree at all times during the term of your employment and thereafter:
 - i. To hold Confidential Information, as defined below, in strictest confidence, and not to use or attempt to use the same, except for the benefit of IKS Health and
 - ii. Not to disclose or divulge Confidential Information to any person or entity without written authorization of IKS Health.
- b. You agree to return to IKS Health all proprietary information, including copies on paper, hard drive, disk, tape and other media, upon completion or termination of any project or upon cessation of your employment with IKS Health. You further agree to return all IKS Health electronic devices, such as laptops, computers, mobile phones, wireless electronic mail devices, hard drives and any other equipment issued to you, with all information stored on such devices at the time of issuance and/or created by you thereafter, as part of your employment, intact.

For the purposes of this Clause, "Confidential Information" means any of IKS Health's proprietary or confidential information, technical data, trade secrets or know-how, whether (oral or written or in electronic format, tangible or intangible and whether marked confidential or not), including but not limited to, research, business plans, products, product improvements, business / knowledge processes and process documents, services, projects, proposals, all work produced or performed by you during your engagement with IKS Health, whether during normal working hours or not, computer programs, documentation, customer lists and customers (including, but not limited to, customers of IKS Health with whom you become acquainted), customers data, software, improvements and developments, inventions, formulas, technology, designs, drawings, engineering, marketing, distribution and sales methods, sales and profit figures, finances, techniques, strategies, discoveries, the title and description of any patents or patent applications filed by IKS Health in any country or jurisdiction (until the same is generally available to the public), and any other business information of IKS Health including its business plans, practice methodologies and technologies (including computer software), training materials, personnel information, client lists and information regarding the business needs, strategies and technologies of present and prospective clients and internal Company publications, whether directly or indirectly, or by drawings or inspection of documents or other tangible property and all information that comes to your knowledge which would but for this employment would not have been accessed by you. Confidential Information however shall not include knowledge, skills or information which is common to the business of IKS Health or which is generally known outside IKS Health. You understand that retaining the confidential nature of Confidential Information is of utmost importance to the business of IKS Health and in addition to the terms stipulated in this agreement herein you agree to execute and deliver a Non-Disclosure Agreement with IKS Health.

9. Intellectual Property

- a. Except as otherwise may be agreed by IKS Health in writing, in consideration of your employment and free of any additional obligations of IKS Health to make additional payments to you, You hereby agree and irrevocably assign to IKS Health any and all right, title and interest, both in equity and law, in any/all inventions, software, manuscripts, documentation, improvements or such other intellectual property, whether or not protectable by any national or state laws relating to the protection of intellectual property, relating to the present or future business of IKS Health that may be developed by you prior to the termination or cessation of your employment with IKS Health or within 12 months from the last working day with IKS Health, either alone or jointly with others, and whether or not developed during normal business hours or arising in the scope of your duties of employment with IKS Health.
- b. You hereby declare and undertake that all such inventions, software, manuscripts, documentation, improvement or other intellectual property shall be and remain the sole and exclusive property of IKS Health. You further undertake and agree to execute such further documentation and/or declaration, as IKS Health may consider appropriate to vest and/or perfect any/all right, title and interest of IKS Health.
- c. This provision does not apply to an invention for which no equipment, supplies, facility, trade secret, or confidential information of IKS Health was used and which was developed entirely on your own time, unless the invention relates (i) directly to the business of IKS Health, or (ii) to IKS Health's actual or demonstrably anticipated research or development or the invention results from any work performed by you for IKS Health
- d. You agree that all services performed by you for IKS Health shall be original work and shall not incorporate any third party materials or work in which you or any third party asserts an ownership interest without the express written consent of IKS Health

10. Data Privacy Compliance Policy

You consent to the terms and conditions of the Data Privacy Compliance Policy as stated below:

- a. The collection and processing of sensitive personal data about you to the limited extent and for the purposes described in the Data Privacy Compliance Policy;
- b. Worldwide transfer of personal data held by IKS Health about you, including to other employees and offices of IKS Health's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of your personal images and voices in marketing material, videos, etc.
- c. The reference to information "about you" includes reference to information about third parties associated with you, such as your spouse and children (if any), whose consent is provided to IKS Health by you on their behalf. The reference to "sensitive personal data" may be understood to include reference to the various categories of personal data identified by the United States, European and Other applicable data privacy laws as requiring special treatment, including in some circumstances, the need to obtain explicit consent. These categories comprise personal data about racial or ethnic origin, political opinions, religious or other similar beliefs, trade union membership, physical or mental health, sexual life or criminal record.
- d. In addition, you agree to treat any personal data to which you have access in the course of your employment strictly in accordance with this Data Privacy Compliance Policy and other IKS Health policies and procedures. In particular, you will not use any such data other than in connection with and to the extent necessary for the purposes of your employment.



11. Restrictive Covenants

You will not, during your employment and for a period of two (02) years from the date of termination or cessation of your employment for any reason:

- a. Directly or indirectly engage in a business in India or the United States that develops integrated solutions or that otherwise provides products or services that are the same or similar to those provided by IKS Health.
- b. Directly or indirectly solicit any customer, vendor or contractor of IKS Health with regard to any products or services comparable or competitive to those provided by IKS Health.
- c. Directly or indirectly solicit any person, corporation or entity that during the 12 month period prior to your termination or cessation of your employment conducted business with IKS Health or had been solicited for business by IKS Health, with regard to any products or services comparable or competitive to those provided by IKS Health.
- d. Directly or indirectly solicit any person, corporation or entity who does business with IKS Health and with which you had contact or obtained pricing, contract or other confidential information at any time during your employment with IKS Health, with regard to any products or services comparable or competitive to those provided by IKS Health.
- e. Directly or indirectly solicit any employee of IKS Health to interfere with Company's business or to exit employment with IKS Health.
- f. Directly or indirectly solicit any employee of any information technology or other contractor engaged in product or service design, development, production, or deployment for IKS Health to interfere with Company's business or to exit their engagement.

You further acknowledge that:

- a. The foregoing restrictions are reasonable in light of the market dynamics, environment and nature of the products and services that IKS Health provides.
- b. IKS Health has legitimate business reasons for requiring such restrictive covenants.
- c. You understand the restrictions and have had an opportunity to fully discuss these restrictions with IKS Health and accepts these restrictions and
- d. In the event your employment with IKS Health terminates for any reason, you will be able to earn a livelihood without violating the foregoing restrictions and that your ability to earn a livelihood without violating such restrictions is one of the material conditions of your employment with IKS Health.

12. Representation and Warranty

You represent and warrant that your joining IKS Health will not violate any agreement to which you are or have been a party to. You represent and warrant that you will not use or disclose any confidential or proprietary information obtained from a third party prior to your employment with IKS Health. You represent and warrant that you will comply with all IKS Health's applicable policies and standards and shall perform your services in a manner consistent with ethical and professional standards of IKS Health. You represent and warrant that you possess all the requisite certificates, licenses, permits, work visas, clearances to be able to lawfully perform the services.

13. Indemnification

You agree to defend, indemnify and hold harmless IKS Health and all of its officers, directors, employees, successors and assigns from and against any and all third-party claims, demands, actions, suits, losses, liabilities, (including taxes), and all related costs and expenses, including without limitation reasonable attorneys' fees (collectively "Losses") due to, arising from or relating to your breach of any of your obligations contained in this Terms of Employment.

I HAVE READ & UNDERSTOOD THE ABOVE ACKNOWLEDGEMENT AND AGREE TO BE BOUND BY ITS TERMS

Signature of Employee

Approved and Released by
The Talent Acquisition Team*
For Inventurus Knowledge Solutions Private Limited
(*This is an electronically generated document and hence not signed)



Annexure IV

Information Declaration Form

To Whom It May Concern:

IRITESH YAWALE

I hereby authorize **Inventurus Knowledge Solutions Pvt. Ltd.** and/or or their authorized representatives and contractors to verify information presented on my employment application/resume and to procure an investigative report or consumer report for that purpose.

I hereby grant authority for the bearer of this letter to access or be provided with full details

- § Of my previous employment record held by any company or business for whom I previously worked. This information should include the dates of employment; the nature of the position held, [details of my salary upon departure] and an appraisal of my performance, capabilities and character. In addition, please provide any other pertinent information requested by the individual presenting this authority. I hereby release from liability all persons or entities requesting or supplying such information.
- § of my qualification/degree (copy of my certificates attached)
- § information in respect to my character from the records maintained by local authorities
- § Of any other pertinent information requested by the Authorized Party, including but not limited to my Permanent Account Number (PAN), ADHAR Card Number and the associated documentation

Signature
IRITESH YAWALE

Date