



13 February 2024

To,
Sonam Mishra
Employee ID: A00388
52, Shree Shaligram Villa near Nandigram society,
Ahmedabad, Gujarat 382330

Dear Sonam Mishra,

Sub: Separation and Release Letter

You and Homecare Software Solutions (HHAeXchange) Private Limited (together with all of its affiliates, hereinafter collectively referred to as “HHAeXchange” or the “Company”) have decided to mutually and amicably end your employment and all associated offices on account of Company’s decision to close operations, as per the terms and conditions of this Separation and Release Letter (**Letter**).

In consideration for the payments offered to you herein, you further voluntarily and amicably agree to the terms and conditions contained in this Letter, as stated below:

- Whereas the Company is closing down its operations in India and therefore, you agree and acknowledge that your employment shall irrevocably come to an end on 15 April 2024 (**Release Date**) and the Company will not be required to serve a separate notice to terminate your employment. By signing this Letter, you will be deemed to have voluntarily and irrevocably resigned from your employment with the Company with effect from the Release Date. You will remain on garden leave from 13 February 2024 (**the Last Working Day**) till the Release Date (**Garden Leave**). You shall continue to be bound by the terms and conditions of your employment with the Company during this period. You shall further be duty bound to intimate the Company in the event you accept an offer of employment from some other organization during this period. You are required to return all assets in your possession within such timelines as specified by the Company. All other terms of employment shall continue to apply during the Garden Leave. You will not accrue any bonus and/or leaves during the Garden Leave. During Garden Leave, you are expected to:- remain contactable by the Company; keep away from the Company’s premises (unless otherwise required by the Company); cease to perform all duties except as directed by the Company (which may inter alia require you to carry out the necessary transition and knowledge transfer for business requirements); not have any contact, other than purely social contact with employees, agents, distributors, suppliers, recruiters, vendors, candidates or clients of the Company and its affiliates; and not remain or be involved in any respect with the business or clients of the Company or its affiliates, except as required by the Company. You shall further have no authority to bind the Company to any obligation or represent it in any manner, unless expressly directed to do so by the Company.
- The payments mentioned in the enclosed Schedule 1 shall be paid as full and final settlement of all contractual and statutory entitlements that you have or may have in connection with your employment and its cessation with the Company. There are no other dues to you that are pending from the Company other than routine salary till the Release Date or the Earlier Release Date (defined below), as the case maybe.
- The ex-gratia payments mentioned in Part II of Schedule 1 may be reclaimed or adjusted against any further liability, in the event the Company becomes legally obligated to provide any further

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payments to you over and above the amounts set out in Schedule 1 or if it is determined that you have violated any of the terms hereunder or your continuing obligations towards the Company.

- Without prejudice to the above, in the event you resign from your employment prior to the Release Date for any reason (**Earlier Release Date**) and your resignation is accepted by the Company, you shall not be entitled to any closure compensation referred to in Schedule 1 and all other payments shall be pro-rated, as necessary to the Earlier Release Date.
- You will remain employed with the Company and continue to be bound by the terms and conditions of your employment with the Company till the Release Date or the Earlier Release Date, as the case maybe, to be entitled to the payments set out in Schedule 1.
- You will return all the Company property including but not limited to any laptops and PCs, credit cards, vehicles and premises, badges, access cards, office keys and all computer data files and records belonging to the Company and its related companies, that had been entrusted to you during the course of your employment to be entitled to the payments mentioned herein.
- You agree and acknowledge that any claims or grievances of any nature whatsoever that may have existed against the Company and/or its management, officers, agents or employees, hereby stand fully settled in consideration of the payments herein. Accordingly, you irrevocably confirm and agree that you have no claims, statutory, contractual or otherwise, against the Company (including any of its group companies/affiliates), its management, officers, agents or employees in relation to the period of your employment with the Company or its cessation and waive all your rights in

connection thereto.

- You will be responsible for your own taxes, if any, and the payment of any amounts referred to in Schedule 1 will be after deduction of applicable taxes.
- You will be responsible for the transfer or credit, as the case may be, of any balances in your provident fund account (as well as any other social security account), if established, in accordance with the prevailing practices and as required under law.
- You will be entitled to reimbursement of any outstanding pre-approved business and benefits related claims incurred by you through the Last Working Day. To receive such reimbursement, all such claims must be submitted immediately as per applicable Company procedures. These (if any) will be credited to your bank account upon submission of appropriate documentation as per the Company's expense reimbursement policies. You are required to submit these claims, along with the appropriate documentation at the earliest and in any event before the Release Date or the Earlier Release Date.
- You shall always maintain confidentiality of all the Company information (including the terms and conditions of this Letter) that came to your knowledge during the course of employment and comply with all other obligations under your employment terms that are meant to survive the cessation of your employment (including confidentiality obligations). You further confirm that you will not directly or indirectly undertake any activity which requires you to disclose or use the confidential information or trade secrets of the Company and/or any of its group entities or deviate from your subsisting confidentiality obligations towards the Company. You further agree that you will not for a period of 12 months from the Release Date or the Earlier Release Date, directly or indirectly (i) solicit, encourage, or induce or attempt to solicit, encourage, or induce any employee, personnel, vendor, etc. of the Company (or its affiliates) or any individual engaged by a vendor of the Company (or its affiliates) to terminate their employment / engagement with the Company (or its affiliates) and/or to not provide services to the Company (or its affiliates) and (ii) induce or

attempt to induce any current client, customer or member Company (or its affiliates) to terminate its relationship with the Company (or its affiliates).

- You shall not make any representations to any third person, entity or corporation for or on behalf of the Company. For example, you shall not use the name of the Company or the logo of the Company and shall inform all concerned parties that you are no longer associated with the Company in any capacity whatsoever after the Release Date or the Earlier Release Date, as the case maybe.
- You shall not make any adverse written or oral statement or take any action, directly or indirectly, which you know or reasonably should know to be disparaging or negative, concerning the Company or its affiliates or urge or influence any person to make any such statement, including after the Release Date or the Earlier Release Date, as the case maybe. For the avoidance of doubt, these restrictions will also apply to any statement made or communicated electronically or via the internet, including but not limited to statements posted on any social networking sites, such as "Facebook", "Instagram", "LinkedIn", "Twitter" or "blogs", and/or any job portals or websites etc.
- In the event you are found to be in breach of any of the terms contained in the above paragraphs, the Company will be entitled to seek injunctive relief without prejudice to any other relief, monetary or otherwise, as it may be entitled to under law. The Company, its shareholders or its parent company, its affiliates or group companies shall be entitled to enforce the terms and conditions contained in this Letter.
- You and the Company shall submit all disputes, controversies or claims arising out of or in connection to this Letter, to the exclusive jurisdiction of the courts in Ahmedabad, Gujarat.

By signing this Letter, you hereby irrevocably waive and release the Company and/or any of its group entities, any of their management, employees, directors or officers (**Released Parties**) of and from any notices, claims, demands, damages, lawsuits, obligations, promises, and causes of action, both known and unknown, in law or in equity, of any kind whatsoever, including, but not limited to, all matters relating to or arising out of your employment, compensation by the Company, or cessation of your employment or any other office or position with the Company, and agree not to commence any proceedings against the Company and/or its employees, partners, directors or officers.

Please return a duly signed copy of this Letter to the undersigned on or before **5pm on 19 February 2024**, failing which this Letter and the offer to make ex-gratia payments shall expire at the Company's option.

Any digital or electronic acceptance of this Letter, including via email, shall be deemed to be valid and binding. This Letter will be executed in counterparts, each of which shall be deemed as original, but all of

binding. This Letter will be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


Thank you for working with us and we wish you all the best in your future endeavours.

For Homecare Software Solutions (HHAcExchange) Private Limited



**Rashmee Shroff,
Sr. HR Manager
Acknowledgement and Acceptance**

I acknowledge receipt of this Letter and confirm my full and voluntary acceptance of the terms herein before stated by the Company:



**Sonam Mishra
Employee ID: A00388**

SCHEDULE - 1

SEVERANCE PAYMENT ¹

Part I: Statutory & Contractual Entitlements

COMPONENT	Amount in INR
Leave encashment	60,810
Gratuity	68,948

Outstanding salary, if any, till the Release Date or the Earlier Release Date, as the case maybe, will be paid as per normal payroll cycle.

Any gratuity payments to those who are not eligible as per the Payment of Gratuity Act are being made on an ex-gratia basis.

Part II: Ex-gratia Payment

COMPONENT	Amount in INR
Ex-Gratia Payment equivalent to closure compensation (<i>to be forfeited in case you resign</i>)	158,175
Ex-gratia Payment equivalent to 2/4 week's pay based on tenure and paid outplacement services	52,725

You will only be eligible for the ex-gratia payment if, in the Company's sole discretion, you cooperate fully and comply with the terms of this Letter. Any advance salary or loan withdrawn will be settled before the severance payment is paid out.

¹ All payments to be appropriately adjusted by the Company in case of any change in the Release Date, utilization of leave, etc.