

April 29, 2025

Varshitha M B  
Bangalore

Dear Varshitha,

Further to our discussions, **Sagility India Limited** ("Company") is pleased to hire you as a Consultant on a Retainership basis.

1. You will be deputed to **Sagility India Limited**, herein after referred to as "Client". During your assignment with the client you would be reporting to **Mr. Umesh Laxman Tare, General Manager**, associated with Client's **BLR, AMR TECH PARK 2A - 1F** Office. (You will be required to work from home; or work from office, as determined by your reporting manager. The Client may terminate this arrangement any time at its own discretion based on its Teleworking Policy).
2. The contract will be effective from **April 30, 2025**. The period of the contract can be extended at the discretion of the management unless otherwise specified; this contract ceases to be in force from the close of business hours on **April 29, 2026**.
3. You will be paid a consolidated fee of **INR 85,000** per month (with applicable TDS).
4. The consolidated amount will be paid in the form of account payee cheque/credit to your account. The information about your amount is personal and strictly confidential. It is imperative that you do not share your compensation details with any person or organization internally or externally.
5. Please submit a PAN Card Copy or any other authenticated document supplementing your earnings and income tax deduction/paid in the current financial year.
6. **Intellectual Property Rights:** All right, title and interest in and to any invention, discovery or creation of any system or method related to the Company's operation and arising out of any work done by you in the course of your engagement shall automatically vest with the Company. In this connection wherever required, the Company may obtain patent rights in its name (or jointly with others) based on the fact of your invention, discovery or other creative effort. The Company may require you to sign invention assignment and such other agreements as may be necessary for the Company to obtain patents and/or register its intellectual property rights. You will not, in any event be liable to any compensation apart from as aforesaid for such acts. Nothing contained herein and/or any rewards/compensation/performance bonus or other acknowledgment of whichever kind, shall be deemed to confer on you, any rights towards that invention, discovery, process improvement, or other intellectual property right in system or method.
7. **Confidentiality:** You shall not, as per the terms of the non-disclosure agreement (NDA) signed by you and the terms herein, during retainership or after cessation of retainership, divulge, disclose or impart to any person/organization by word or otherwise particulars or details of systems, procedures, technical know-how, trade secret, administrative, financial or organizational matters pertaining to the company, which you may become aware of by virtue of your employment in the company. You shall maintain confidentiality at all times during the currency of this letter and otherwise all information in accordance with the company's confidentiality policy and sign such agreements that the company may require for the adequate protection of all its information.
8. **Governing Law & Jurisdiction:** The terms and conditions of this letter of retainership contract shall be governed by the laws of India and disputes arising herein shall be subject to the jurisdiction of the courts at Bangalore as on the date the cause of action of the said dispute is said to have arisen.
9. This letter constitutes independent contract as between you and the Company and will not constitute or is deemed to constitute an offer of employment or will not have the effect of constituting you as an employee of the Company. It is clearly understood and clarified that your assignment with the Company does not in any way confer on you any right or claim to be employed on a permanent basis with the Company even if a regular vacancy exist or arises with the company.

Sagility India Limited

(Formerly Sagility India Limited; earlier Berkmeer India Private Limited)

Registered Office - No. 23 & 24, AMR Tech Park, Building 2A, First Floor Hongasandara Village, Off Hosur Road,

Bommanahalli, Bengaluru – 560068, Karnataka, India

Corporate Identity Number: U72900KA2021PLC150054

Tel. No.: 080-71251500, Website: [www.sagilityhealth.com](http://www.sagilityhealth.com)

10. You will not engage yourself in any endeavor or activity, which conflicts with the interest of the Company during and after your contract with us. During your contract with the Company, you will be required to devote your work time, attention and abilities to the services of the Company exclusively.
11. During and after the tenure of your contract with the Company, you will maintain total confidentiality of all the Company's matters to which you will have access directly or indirectly and not divulge any information of confidential nature.
12. Your Retainership can be terminated by 30 days' notice on either side or payment in lieu of that. Upon termination of the contract, you will return to the Company all papers, information and documents including softcopies which may be in your possession relating to the business or affairs of the Company and will not retain any copies or extracts there from.
13. Your services are liable to be terminated at any time if your performance and behavior is not up to the expectations of the company. Your services are also liable to be terminated at any given point of time at the discretion of the company without assigning any reason thereof.
14. You shall exercise all due care in the discharge of your services and shall ensure that you do not in any manner, infringe or abrogate any third party intellectual property of any kind whatsoever. You hereby agree to irrevocably indemnify and hold harmless the Company from any claims and/or liability that the Company may be exposed to due to an intellectual property infringement matter, amongst others.
15. Sagility India Limited will have exclusive rights on all the documents developed during the engagement and this should not be duplicated or used in any format outside Sagility India Limited. There should be a no poaching/non solicitation including clients for 3 years after the termination of the contract.

Please sign and return a copy of this contract as a token of acceptance.

Yours sincerely,

**Name:** Varshitha M B

**Date:** 29-Apr -25

**Kiran Kumar G**  
**Senior Director – Human Resources**  
**Sagility India Limited**

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