

subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

14. Company Policies: You will be governed by the Company's policies, as applicable at your grade. The Company reserves the right to amend the policies from time to time. You are advised to keep yourself updated on these policies which are available online.

15. Return of Company Property: You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. You shall not keep any copies of these items.

16. Monitoring Policy: As per Company Policy, telephone conversations of employees may be recorded and monitored for the purpose of creating record of transactions, and for compliance purposes. Any recordings will be stored securely, and will not be disclosed outside the group companies, except as required by law.

Further please note that the emails sent to you and by you may be monitored, from time to time, for the purposes of identifying any non-compliance with company policies, or applicable laws.

Any data of customers, partners, employee or company contact data is strictly prohibited for circulation to anyone outside the Company and also you should restrain the circulation of data even for internal purpose except to the concerned employees of the Company.

If such monitoring discloses any breaches of any law or company policies disciplinary action may follow, including termination from the employment.

During Employment or cessation of your employment you cannot share any such data of the company pertaining to its customers, partners, employees, sensitive information

17. Intellectual Property: Subject to any relevant legislation, if at any time in the course of your employment you make or discover or participate in the making or discovery of any letters patent, trademarks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.

All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

The employee shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to product



information, process information, customer lists, employee details, company policies and procedures and financial information (including results, budgets and other financial plans and systems).

18. Notice Period: In case either the employer or the employee wishes to terminate the employment contract, a notice of 90 days should be served in writing by the party who wishes to terminate the contract to the other party. The Company depending on the business context and its sole discretion may allow you to pay the equivalent of the Total Fixed Cost (TFC) (*excluding gratuity and GMC if applicable*) amount in lieu of any period and / or adjust notice period against your leave balance subject to satisfactory handing over of the charges to your superior.

Notice period during probation would be 7 days or equivalent of the TFC (*excluding gratuity*) in lieu of notice.

19. Termination: 1. If any time during the course of your employment it is found that you have made a false or an incomplete declaration as regards to your qualifications/ experience and other details, your appointment will be treated void *ab initio* and you shall cease to be on the rolls of the company with immediate effect. In that case you shall not be entitled to any notice period or payment in lieu thereof.

2. If any time during the course of your employment, it is found that you have:

- a. committed any act of gross misconduct; or
- b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or
- c. been guilty of conduct tending to bring yourself or the company into disrepute; or
- d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or
- e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or
- f. cease to hold the qualifications necessary for you to carry out your work with the company; or
- g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or
- h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or
- i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.
- j. been found inefficient or lower performer as compared to other employees of your category.

In all such aforementioned cases you shall not be entitled to any notice period or payment in lieu thereof.

20. Performance Monitoring: You are required to deliver performance up to the expected levels as per the targets entrusted to you by reporting officer from time to time. In case your performance is not found to be satisfactory, you will be put under an appropriate Performance Improvement Plan. In case your performance does not improve even after you are put on such plan, the Company will review the matter of continuance of your employment and take appropriate action, including but not limited to termination.


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BANGALORE

21. **Non Solicitation:** You shall not at any time during the term of your employment with the Company or thereafter for a period of six months after cessation of your employment, directly or indirectly solicit the Company's (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) personnel to leave the employment of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) or apply for employment with any third party or encourage such personnel of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to take any action or inaction that may adversely impact the performance or reputation of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) of its obligations under this Letter of Appointment and / or any other contract or adversely impact the ability of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to carry out its normal business activities.

22. **Others:** 1. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company, JV partners various regulatory and statutory bodies.

2. In the event of you being found acting in breach of your terms of appointment or indulged in an act of misconduct or an act that has brought disrepute to the organization, you shall render yourself liable for a disciplinary action as per the rules as applicable.

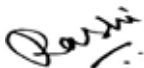
3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. **Joining Formalities:** As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).
2. Copies of all years mark sheets of the highest qualification/Degree certificate
3. Copy of previous employer Salary Slip
4. Copy of Relieving Letter / Endorsed Resignation letter.
5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit
6. Copy of PAN Card
7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**
(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **Garima Gopal**




REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Head - Talent Acquisition & Talent Management

Annexure: 1

	Per Annum	Per Month
BASIC	180000	15000
ALLOWANCES		
House Rent Allowance	90000	7500
Education Allowance	19692	1641
<u>MONTHLY GROSS *</u>		25695
<u>BENEFITS:CONTRIBUTION BY ORGANISATION</u>		
Statutory Bonus	18648	1554
Provident Fund	21600	1800
Gratuity	8664	722
GMC	11400	950
TOTAL FIXED COST(TFC)	350004	

0

* The following amount will be deducted from your monthly gross as your contribution towards statutory benefits

PF - 1800

** Leave Travel Allowance or Medical Allowance (if applicable) will be paid as monthly components

*** Gratuity (if applicable) - As per Gratuity Act, payable only after completion of 5 continuous years of service in organization.

- **Participation in Incentive/Bonus Schemes** You are eligible to participate in the Company's Annual Incentive/Bonus Plan subject to the terms and conditions of such Plan and any amendments as may be made from time to time.
- **Deductions** The Company may during your employment, or on termination for whatever reason, deduct from your remuneration any monies due from you to the Company including but not limited to:
 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

Kumar Shresth

Dear Kumar,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
- 5. Medical:** You may be required to undergo medical examination by a Company appointed medical practitioner as and when directed by the Company and to comply with rules and instructions in the matter. Your services may be terminated without notice if the Company considers you unsuitable for retention in service on medical grounds.

Care Health Insurance Limited
(Formerly Religare Health Insurance Company Limited)
Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503

REACH US @		
 Care Health- Customer App	 WhatsApp 8860402452	Self Help Portal: www.careinsurance.com/self-help-portal.html Submit Your Queries/Requests: www.careinsurance.com/contact-us.html

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BANGALORE

6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

9. Age of Retirement: Your age of retirement will be 58 years and you shall stand relieved on retirement at the end of the month in which you attain the age of 58 years. However, at the sole discretion of the company retirement date can be extended on case to case to basis.

10. Whole Time and Attention: During your employment with the Company you shall devote your best efforts for promoting the Company's (and of any other relevant Group Company, affiliate and/ or business associate of the Company) business and may not without prior written consent of the Company (and subject to any terms and conditions the Company may impose) engage or be interested (directly or indirectly) in any other business or employment.

11. Leave: In addition to public holidays observed by the Company, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing leave policy, prorated from your date of joining. The Company is covered by the Maternity Benefit Act, 1961 and the eligible employees will be entitled to the benefits like maternity leave as per the amended provisions of the Maternity Benefit Act save and except those who are covered by ESI Act since they will be entitled to the benefits as per the applicable said Act.

12. Confidentiality: You shall not during the course or even after cessation of your employment with the Company or any time thereafter, use or disclose to any other Company, firm or person, any of the business or affairs of the Company, nor shall you without the consent of the Company, publish any book, booklet, brochure or any other publication, whether for remuneration or otherwise, relating to the affairs of the Company or to your work in the Company. You shall also not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, information or documents, official or otherwise relating to the Company or its subsidiaries, except with prior approval. Any breach of this clause would be viewed with severity by the Management and a strict action shall be taken by the Company You may also be also required to execute and sign a separate Maintenance or Non-Disclosure Agreement.

13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

14. Company Policies: You will be governed by the Company's policies, as applicable at your grade. The Company reserves the right to amend the policies from time to time. You are advised to keep yourself updated on these policies which are available online.

15. Return of Company Property: You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. You shall not keep any copies of these items.

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All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

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information, process information, customer lists, employee details, company policies and procedures and financial information (including results, budgets and other financial plans and systems).

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- a. committed any act of gross misconduct; or
- b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or
- c. been guilty of conduct tending to bring yourself or the company into disrepute; or
- d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or
- e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or
- f. cease to hold the qualifications necessary for you to carry out your work with the company; or
- g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or
- h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or
- i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.
- j. been found inefficient or lower performer as compared to other employees of your category.

In all such aforementioned cases you shall not be entitled to any notice period or payment in lieu thereof.

20. Performance Monitoring: You are required to deliver performance up to the expected levels as per the targets entrusted to you by reporting officer from time to time. In case your performance is not found to be satisfactory, you will be put under an appropriate Performance Improvement Plan. In case your performance does not improve even after you are put on such plan, the Company will review the matter of continuance of your employment and take appropriate action, including but not limited to termination.


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21. Non Solicitation: You shall not at any time during the term of your employment with the Company or thereafter for a period of six months after cessation of your employment, directly or indirectly solicit the Company's (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) personnel to leave the employment of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) or apply for employment with any third party or encourage such personnel of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to take any action or inaction that may adversely impact the performance or reputation of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) of its obligations under this Letter of Appointment and / or any other contract or adversely impact the ability of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to carry out its normal business activities.

22. Others: 1. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company, JV partners various regulatory and statutory bodies.

2. In the event of you being found acting in breach of your terms of appointment or indulged in an act of misconduct or an act that has brought disrepute to the organization, you shall render yourself liable for a disciplinary action as per the rules as applicable.

3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. Joining Formalities: As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).

2. Copies of all years mark sheets of the highest qualification/Degree certificate

3. Copy of previous employer Salary Slip

4. Copy of Relieving Letter / Endorsed Resignation letter.

5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit

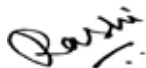
6. Copy of PAN Card

7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**

(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **Kumar Shresth**




REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Head - Talent Acquisition & Talent Management

Annexure: 1

	Per Annum	Per Month
BASIC	180000	15000
ALLOWANCES		
House Rent Allowance	90000	7500
Education Allowance	19692	1641
<u>MONTHLY GROSS *</u>		25695
<u>BENEFITS:CONTRIBUTION BY ORGANISATION</u>		
Statutory Bonus	18648	1554
Provident Fund	21600	1800
Gratuity	8664	722
GMC	11400	950
TOTAL FIXED COST(TFC)	350004	

0

* The following amount will be deducted from your monthly gross as your contribution towards statutory benefits

PF - 1800

** Leave Travel Allowance or Medical Allowance (if applicable) will be paid as monthly components

*** Gratuity (if applicable) - As per Gratuity Act, payable only after completion of 5 continuous years of service in organization.

- **Participation in Incentive/Bonus Schemes** You are eligible to participate in the Company's Annual Incentive/Bonus Plan subject to the terms and conditions of such Plan and any amendments as may be made from time to time.
- **Deductions** The Company may during your employment, or on termination for whatever reason, deduct from your remuneration any monies due from you to the Company including but not limited to:
 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

A Rushika Ananya

Dear Rushika,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
- 5. Medical:** You may be required to undergo medical examination by a Company appointed medical practitioner as and when directed by the Company and to comply with rules and instructions in the matter. Your services may be terminated without notice if the Company considers you unsuitable for retention in service on medical grounds.

Care Health Insurance Limited
(Formerly Religare Health Insurance Company Limited)
Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503

REACH US @		
 Care Health- Customer App	 WhatsApp 8860402452	Self Help Portal: www.careinsurance.com/self-help-portal.html Submit Your Queries/Requests: www.careinsurance.com/contact-us.html

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BANGALORE

6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

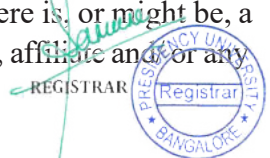
9. Age of Retirement: Your age of retirement will be 58 years and you shall stand relieved on retirement at the end of the month in which you attain the age of 58 years. However, at the sole discretion of the company retirement date can be extended on case to case to basis.

10. Whole Time and Attention: During your employment with the Company you shall devote your best efforts for promoting the Company's (and of any other relevant Group Company, affiliate and/ or business associate of the Company) business and may not without prior written consent of the Company (and subject to any terms and conditions the Company may impose) engage or be interested (directly or indirectly) in any other business or employment.

11. Leave: In addition to public holidays observed by the Company, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing leave policy, prorated from your date of joining. The Company is covered by the Maternity Benefit Act, 1961 and the eligible employees will be entitled to the benefits like maternity leave as per the amended provisions of the Maternity Benefit Act save and except those who are covered by ESI Act since they will be entitled to the benefits as per the applicable said Act.

12. Confidentiality: You shall not during the course or even after cessation of your employment with the Company or any time thereafter, use or disclose to any other Company, firm or person, any of the business or affairs of the Company, nor shall you without the consent of the Company, publish any book, booklet, brochure or any other publication, whether for remuneration or otherwise, relating to the affairs of the Company or to your work in the Company. You shall also not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, information or documents, official or otherwise relating to the Company or its subsidiaries, except with prior approval. Any breach of this clause would be viewed with severity by the Management and a strict action shall be taken by the Company You may also be also required to execute and sign a separate Maintenance or Non-Disclosure Agreement.

13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

14. Company Policies: You will be governed by the Company's policies, as applicable at your grade. The Company reserves the right to amend the policies from time to time. You are advised to keep yourself updated on these policies which are available online.

15. Return of Company Property: You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. You shall not keep any copies of these items.

16. Monitoring Policy: As per Company Policy, telephone conversations of employees may be recorded and monitored for the purpose of creating record of transactions, and for compliance purposes. Any recordings will be stored securely, and will not be disclosed outside the group companies, except as required by law.

Further please note that the emails sent to you and by you may be monitored, from time to time, for the purposes of identifying any non-compliance with company policies, or applicable laws.

Any data of customers, partners, employee or company contact data is strictly prohibited for circulation to anyone outside the Company and also you should restrain the circulation of data even for internal purpose except to the concerned employees of the Company.

If such monitoring discloses any breaches of any law or company policies disciplinary action may follow, including termination from the employment.

During Employment or cessation of your employment you cannot share any such data of the company pertaining to its customers, partners, employees, sensitive information

17. Intellectual Property: Subject to any relevant legislation, if at any time in the course of your employment you make or discover or participate in the making or discovery of any letters patent, trademarks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.

All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

The employee shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to product



information, process information, customer lists, employee details, company policies and procedures and financial information (including results, budgets and other financial plans and systems).

18. Notice Period: In case either the employer or the employee wishes to terminate the employment contract, a notice of 90 days should be served in writing by the party who wishes to terminate the contract to the other party. The Company depending on the business context and its sole discretion may allow you to pay the equivalent of the Total Fixed Cost (TFC) (*excluding gratuity and GMC if applicable*) amount in lieu of any period and / or adjust notice period against your leave balance subject to satisfactory handing over of the charges to your superior.

Notice period during probation would be 7 days or equivalent of the TFC (*excluding gratuity*) in lieu of notice.

19. Termination: 1. If any time during the course of your employment it is found that you have made a false or an incomplete declaration as regards to your qualifications/ experience and other details, your appointment will be treated void *ab initio* and you shall cease to be on the rolls of the company with immediate effect. In that case you shall not be entitled to any notice period or payment in lieu thereof.

2. If any time during the course of your employment, it is found that you have:

- a. committed any act of gross misconduct; or
- b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or
- c. been guilty of conduct tending to bring yourself or the company into disrepute; or
- d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or
- e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or
- f. cease to hold the qualifications necessary for you to carry out your work with the company; or
- g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or
- h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or
- i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.
- j. been found inefficient or lower performer as compared to other employees of your category.

In all such aforementioned cases you shall not be entitled to any notice period or payment in lieu thereof.

20. Performance Monitoring: You are required to deliver performance up to the expected levels as per the targets entrusted to you by reporting officer from time to time. In case your performance is not found to be satisfactory, you will be put under an appropriate Performance Improvement Plan. In case your performance does not improve even after you are put on such plan, the Company will review the matter of continuance of your employment and take appropriate action, including but not limited to termination.



21. Non Solicitation: You shall not at any time during the term of your employment with the Company or thereafter for a period of six months after cessation of your employment, directly or indirectly solicit the Company's (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) personnel to leave the employment of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) or apply for employment with any third party or encourage such personnel of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to take any action or inaction that may adversely impact the performance or reputation of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) of its obligations under this Letter of Appointment and / or any other contract or adversely impact the ability of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to carry out its normal business activities.

22. Others: 1. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company, JV partners various regulatory and statutory bodies.

2. In the event of you being found acting in breach of your terms of appointment or indulged in an act of misconduct or an act that has brought disrepute to the organization, you shall render yourself liable for a disciplinary action as per the rules as applicable.

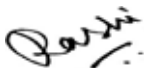
3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. Joining Formalities: As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).
2. Copies of all years mark sheets of the highest qualification/Degree certificate
3. Copy of previous employer Salary Slip
4. Copy of Relieving Letter / Endorsed Resignation letter.
5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit
6. Copy of PAN Card
7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**
(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **A Rushika Ananya**




REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

Head - Talent Acquisition & Talent Management

Annexure: 1

	Per Annum	Per Month
BASIC	180000	15000
ALLOWANCES		
House Rent Allowance	90000	7500
Education Allowance	19692	1641
<u>MONTHLY GROSS *</u>		25695
<u>BENEFITS:CONTRIBUTION BY ORGANISATION</u>		
Statutory Bonus	18648	1554
Provident Fund	21600	1800
Gratuity	8664	722
GMC	11400	950
TOTAL FIXED COST(TFC)	350004	

0

* The following amount will be deducted from your monthly gross as your contribution towards statutory benefits

PF - 1800

** Leave Travel Allowance or Medical Allowance (if applicable) will be paid as monthly components

*** Gratuity (if applicable) - As per Gratuity Act, payable only after completion of 5 continuous years of service in organization.

- **Participation in Incentive/Bonus Schemes** You are eligible to participate in the Company's Annual Incentive/Bonus Plan subject to the terms and conditions of such Plan and any amendments as may be made from time to time.
- **Deductions** The Company may during your employment, or on termination for whatever reason, deduct from your remuneration any monies due from you to the Company including but not limited to:
 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

Priyanshu Singh Chauhan

Dear Priyanshu,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
- 5. Medical:** You may be required to undergo medical examination by a Company appointed medical practitioner as and when directed by the Company and to comply with rules and instructions in the matter. Your services may be terminated without notice if the Company considers you unsuitable for retention in service on medical grounds.

Care Health Insurance Limited
(Formerly Religare Health Insurance Company Limited)
Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503

REACH US @		
 Care Health- Customer App	 WhatsApp 8860402452	Self Help Portal: www.careinsurance.com/self-help-portal.html Submit Your Queries/Requests: www.careinsurance.com/contact-us.html

Sauve
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PRESIDENCY UNIVERSITY
Registrar
BANGALORE

6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

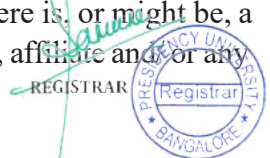
9. Age of Retirement: Your age of retirement will be 58 years and you shall stand relieved on retirement at the end of the month in which you attain the age of 58 years. However, at the sole discretion of the company retirement date can be extended on case to case to basis.

10. Whole Time and Attention: During your employment with the Company you shall devote your best efforts for promoting the Company's (and of any other relevant Group Company, affiliate and/ or business associate of the Company) business and may not without prior written consent of the Company (and subject to any terms and conditions the Company may impose) engage or be interested (directly or indirectly) in any other business or employment.

11. Leave: In addition to public holidays observed by the Company, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing leave policy, prorated from your date of joining. The Company is covered by the Maternity Benefit Act, 1961 and the eligible employees will be entitled to the benefits like maternity leave as per the amended provisions of the Maternity Benefit Act save and except those who are covered by ESI Act since they will be entitled to the benefits as per the applicable said Act.

12. Confidentiality: You shall not during the course or even after cessation of your employment with the Company or any time thereafter, use or disclose to any other Company, firm or person, any of the business or affairs of the Company, nor shall you without the consent of the Company, publish any book, booklet, brochure or any other publication, whether for remuneration or otherwise, relating to the affairs of the Company or to your work in the Company. You shall also not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, information or documents, official or otherwise relating to the Company or its subsidiaries, except with prior approval. Any breach of this clause would be viewed with severity by the Management and a strict action shall be taken by the Company You may also be also required to execute and sign a separate Maintenance or Non-Disclosure Agreement.

13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

14. Company Policies: You will be governed by the Company's policies, as applicable at your grade. The Company reserves the right to amend the policies from time to time. You are advised to keep yourself updated on these policies which are available online.

15. Return of Company Property: You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. You shall not keep any copies of these items.

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Further please note that the emails sent to you and by you may be monitored, from time to time, for the purposes of identifying any non-compliance with company policies, or applicable laws.

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If such monitoring discloses any breaches of any law or company policies disciplinary action may follow, including termination from the employment.

During Employment or cessation of your employment you cannot share any such data of the company pertaining to its customers, partners, employees, sensitive information

17. Intellectual Property: Subject to any relevant legislation, if at any time in the course of your employment you make or discover or participate in the making or discovery of any letters patent, trademarks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.

All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

The employee shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to product



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Notice period during probation would be 7 days or equivalent of the TFC (*excluding gratuity*) in lieu of notice.

19. Termination: 1. If any time during the course of your employment it is found that you have made a false or an incomplete declaration as regards to your qualifications/ experience and other details, your appointment will be treated void *ab initio* and you shall cease to be on the rolls of the company with immediate effect. In that case you shall not be entitled to any notice period or payment in lieu thereof.

2. If any time during the course of your employment, it is found that you have:

- a. committed any act of gross misconduct; or
- b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or
- c. been guilty of conduct tending to bring yourself or the company into disrepute; or
- d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or
- e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or
- f. cease to hold the qualifications necessary for you to carry out your work with the company; or
- g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or
- h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or
- i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.
- j. been found inefficient or lower performer as compared to other employees of your category.

In all such aforementioned cases you shall not be entitled to any notice period or payment in lieu thereof.

20. Performance Monitoring: You are required to deliver performance up to the expected levels as per the targets entrusted to you by reporting officer from time to time. In case your performance is not found to be satisfactory, you will be put under an appropriate Performance Improvement Plan. In case your performance does not improve even after you are put on such plan, the Company will review the matter of continuance of your employment and take appropriate action, including but not limited to termination.



21. Non Solicitation: You shall not at any time during the term of your employment with the Company or thereafter for a period of six months after cessation of your employment, directly or indirectly solicit the Company's (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) personnel to leave the employment of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) or apply for employment with any third party or encourage such personnel of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to take any action or inaction that may adversely impact the performance or reputation of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) of its obligations under this Letter of Appointment and / or any other contract or adversely impact the ability of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to carry out its normal business activities.

22. Others: 1. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company, JV partners various regulatory and statutory bodies.

2. In the event of you being found acting in breach of your terms of appointment or indulged in an act of misconduct or an act that has brought disrepute to the organization, you shall render yourself liable for a disciplinary action as per the rules as applicable.

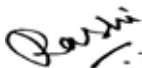
3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. Joining Formalities: As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).
2. Copies of all years mark sheets of the highest qualification/Degree certificate
3. Copy of previous employer Salary Slip
4. Copy of Relieving Letter / Endorsed Resignation letter.
5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit
6. Copy of PAN Card
7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**
(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **Priyanshu Singh Chauhan**



Head - Talent Acquisition & Talent Management

Annexure: 1

	Per Annum	Per Month
BASIC	180000	15000
ALLOWANCES		
House Rent Allowance	90000	7500
Education Allowance	19692	1641
<u>MONTHLY GROSS *</u>		25695
<u>BENEFITS:CONTRIBUTION BY ORGANISATION</u>		
Statutory Bonus	18648	1554
Provident Fund	21600	1800
Gratuity	8664	722
GMC	11400	950
TOTAL FIXED COST(TFC)	350004	

0

* The following amount will be deducted from your monthly gross as your contribution towards statutory benefits

PF - 1800

** Leave Travel Allowance or Medical Allowance (if applicable) will be paid as monthly components

*** Gratuity (if applicable) - As per Gratuity Act, payable only after completion of 5 continuous years of service in organization.

- **Participation in Incentive/Bonus Schemes** You are eligible to participate in the Company's Annual Incentive/Bonus Plan subject to the terms and conditions of such Plan and any amendments as may be made from time to time.
- **Deductions** The Company may during your employment, or on termination for whatever reason, deduct from your remuneration any monies due from you to the Company including but not limited to:
 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

Brikshi Mazumdar

Dear Brikshi,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
- 5. Medical:** You may be required to undergo medical examination by a Company appointed medical practitioner as and when directed by the Company and to comply with rules and instructions in the matter. Your services may be terminated without notice if the Company considers you unsuitable for retention in service on medical grounds.

Care Health Insurance Limited
(Formerly Religare Health Insurance Company Limited)
Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503

REACH US @		
 Care Health- Customer App	 WhatsApp 8860402452	Self Help Portal: www.careinsurance.com/self-help-portal.html Submit Your Queries/Requests: www.careinsurance.com/contact-us.html

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PRESIDENCY UNIVERSITY
Registrar
BANGALORE

6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

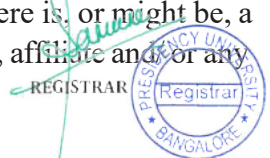
9. Age of Retirement: Your age of retirement will be 58 years and you shall stand relieved on retirement at the end of the month in which you attain the age of 58 years. However, at the sole discretion of the company retirement date can be extended on case to case to basis.

10. Whole Time and Attention: During your employment with the Company you shall devote your best efforts for promoting the Company's (and of any other relevant Group Company, affiliate and/ or business associate of the Company) business and may not without prior written consent of the Company (and subject to any terms and conditions the Company may impose) engage or be interested (directly or indirectly) in any other business or employment.

11. Leave: In addition to public holidays observed by the Company, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing leave policy, prorated from your date of joining. The Company is covered by the Maternity Benefit Act, 1961 and the eligible employees will be entitled to the benefits like maternity leave as per the amended provisions of the Maternity Benefit Act save and except those who are covered by ESI Act since they will be entitled to the benefits as per the applicable said Act.

12. Confidentiality: You shall not during the course or even after cessation of your employment with the Company or any time thereafter, use or disclose to any other Company, firm or person, any of the business or affairs of the Company, nor shall you without the consent of the Company, publish any book, booklet, brochure or any other publication, whether for remuneration or otherwise, relating to the affairs of the Company or to your work in the Company. You shall also not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, information or documents, official or otherwise relating to the Company or its subsidiaries, except with prior approval. Any breach of this clause would be viewed with severity by the Management and a strict action shall be taken by the Company You may also be also required to execute and sign a separate Maintenance or Non-Disclosure Agreement.

13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

14. Company Policies: You will be governed by the Company's policies, as applicable at your grade. The Company reserves the right to amend the policies from time to time. You are advised to keep yourself updated on these policies which are available online.

15. Return of Company Property: You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. You shall not keep any copies of these items.

16. Monitoring Policy: As per Company Policy, telephone conversations of employees may be recorded and monitored for the purpose of creating record of transactions, and for compliance purposes. Any recordings will be stored securely, and will not be disclosed outside the group companies, except as required by law.

Further please note that the emails sent to you and by you may be monitored, from time to time, for the purposes of identifying any non-compliance with company policies, or applicable laws.

Any data of customers, partners, employee or company contact data is strictly prohibited for circulation to anyone outside the Company and also you should restrain the circulation of data even for internal purpose except to the concerned employees of the Company.

If such monitoring discloses any breaches of any law or company policies disciplinary action may follow, including termination from the employment.

During Employment or cessation of your employment you cannot share any such data of the company pertaining to its customers, partners, employees, sensitive information

17. Intellectual Property: Subject to any relevant legislation, if at any time in the course of your employment you make or discover or participate in the making or discovery of any letters patent, trademarks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.

All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

The employee shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to product



information, process information, customer lists, employee details, company policies and procedures and financial information (including results, budgets and other financial plans and systems).

18. Notice Period: In case either the employer or the employee wishes to terminate the employment contract, a notice of 90 days should be served in writing by the party who wishes to terminate the contract to the other party. The Company depending on the business context and its sole discretion may allow you to pay the equivalent of the Total Fixed Cost (TFC) (*excluding gratuity and GMC if applicable*) amount in lieu of any period and / or adjust notice period against your leave balance subject to satisfactory handing over of the charges to your superior.

Notice period during probation would be 7 days or equivalent of the TFC (*excluding gratuity*) in lieu of notice.

19. Termination: 1. If any time during the course of your employment it is found that you have made a false or an incomplete declaration as regards to your qualifications/ experience and other details, your appointment will be treated void *ab initio* and you shall cease to be on the rolls of the company with immediate effect. In that case you shall not be entitled to any notice period or payment in lieu thereof.

2. If any time during the course of your employment, it is found that you have:

- a. committed any act of gross misconduct; or
- b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or
- c. been guilty of conduct tending to bring yourself or the company into disrepute; or
- d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or
- e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or
- f. cease to hold the qualifications necessary for you to carry out your work with the company; or
- g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or
- h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or
- i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.
- j. been found inefficient or lower performer as compared to other employees of your category.

In all such aforementioned cases you shall not be entitled to any notice period or payment in lieu thereof.

20. Performance Monitoring: You are required to deliver performance up to the expected levels as per the targets entrusted to you by reporting officer from time to time. In case your performance is not found to be satisfactory, you will be put under an appropriate Performance Improvement Plan. In case your performance does not improve even after you are put on such plan, the Company will review the matter of continuance of your employment and take appropriate action, including but not limited to termination.



21. Non Solicitation: You shall not at any time during the term of your employment with the Company or thereafter for a period of six months after cessation of your employment, directly or indirectly solicit the Company's (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) personnel to leave the employment of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) or apply for employment with any third party or encourage such personnel of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to take any action or inaction that may adversely impact the performance or reputation of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) of its obligations under this Letter of Appointment and / or any other contract or adversely impact the ability of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to carry out its normal business activities.

22. Others: 1. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company, JV partners various regulatory and statutory bodies.

2. In the event of you being found acting in breach of your terms of appointment or indulged in an act of misconduct or an act that has brought disrepute to the organization, you shall render yourself liable for a disciplinary action as per the rules as applicable.

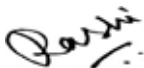
3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. Joining Formalities: As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).
2. Copies of all years mark sheets of the highest qualification/Degree certificate
3. Copy of previous employer Salary Slip
4. Copy of Relieving Letter / Endorsed Resignation letter.
5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit
6. Copy of PAN Card
7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**
(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **Brikshi Mazumdar**




REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

Head - Talent Acquisition & Talent Management

Annexure: 1

	Per Annum	Per Month
BASIC	180000	15000
ALLOWANCES		
House Rent Allowance	90000	7500
Education Allowance	19692	1641
<u>MONTHLY GROSS *</u>		25695
<u>BENEFITS:CONTRIBUTION BY ORGANISATION</u>		
Statutory Bonus	18648	1554
Provident Fund	21600	1800
Gratuity	8664	722
GMC	11400	950
TOTAL FIXED COST(TFC)	350004	

0

* The following amount will be deducted from your monthly gross as your contribution towards statutory benefits

PF - 1800

** Leave Travel Allowance or Medical Allowance (if applicable) will be paid as monthly components

*** Gratuity (if applicable) - As per Gratuity Act, payable only after completion of 5 continuous years of service in organization.

- **Participation in Incentive/Bonus Schemes** You are eligible to participate in the Company's Annual Incentive/Bonus Plan subject to the terms and conditions of such Plan and any amendments as may be made from time to time.
- **Deductions** The Company may during your employment, or on termination for whatever reason, deduct from your remuneration any monies due from you to the Company including but not limited to:
 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

Varun Soni

Dear Varun,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
- 5. Medical:** You may be required to undergo medical examination by a Company appointed medical practitioner as and when directed by the Company and to comply with rules and instructions in the matter. Your services may be terminated without notice if the Company considers you unsuitable for retention in service on medical grounds.

Care Health Insurance Limited
(Formerly Religare Health Insurance Company Limited)
Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503

REACH US @

 Care Health- Customer App	 WhatsApp 8860402452	Self Help Portal: www.careinsurance.com/self-help-portal.html Submit Your Queries/Requests: www.careinsurance.com/contact-us.html
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Soni
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PRESIDENCY UNIVERSITY
BANGALORE

6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

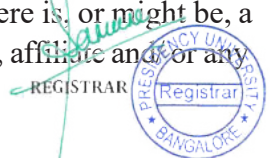
9. Age of Retirement: Your age of retirement will be 58 years and you shall stand relieved on retirement at the end of the month in which you attain the age of 58 years. However, at the sole discretion of the company retirement date can be extended on case to case to basis.

10. Whole Time and Attention: During your employment with the Company you shall devote your best efforts for promoting the Company's (and of any other relevant Group Company, affiliate and/ or business associate of the Company) business and may not without prior written consent of the Company (and subject to any terms and conditions the Company may impose) engage or be interested (directly or indirectly) in any other business or employment.

11. Leave: In addition to public holidays observed by the Company, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing leave policy, prorated from your date of joining. The Company is covered by the Maternity Benefit Act, 1961 and the eligible employees will be entitled to the benefits like maternity leave as per the amended provisions of the Maternity Benefit Act save and except those who are covered by ESI Act since they will be entitled to the benefits as per the applicable said Act.

12. Confidentiality: You shall not during the course or even after cessation of your employment with the Company or any time thereafter, use or disclose to any other Company, firm or person, any of the business or affairs of the Company, nor shall you without the consent of the Company, publish any book, booklet, brochure or any other publication, whether for remuneration or otherwise, relating to the affairs of the Company or to your work in the Company. You shall also not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, information or documents, official or otherwise relating to the Company or its subsidiaries, except with prior approval. Any breach of this clause would be viewed with severity by the Management and a strict action shall be taken by the Company You may also be also required to execute and sign a separate Maintenance or Non-Disclosure Agreement.

13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

14. Company Policies: You will be governed by the Company's policies, as applicable at your grade. The Company reserves the right to amend the policies from time to time. You are advised to keep yourself updated on these policies which are available online.

15. Return of Company Property: You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. You shall not keep any copies of these items.

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17. Intellectual Property: Subject to any relevant legislation, if at any time in the course of your employment you make or discover or participate in the making or discovery of any letters patent, trademarks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.

All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

The employee shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to product



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19. Termination: 1. If any time during the course of your employment it is found that you have made a false or an incomplete declaration as regards to your qualifications/ experience and other details, your appointment will be treated void *ab initio* and you shall cease to be on the rolls of the company with immediate effect. In that case you shall not be entitled to any notice period or payment in lieu thereof.

2. If any time during the course of your employment, it is found that you have:

a. committed any act of gross misconduct; or

b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or

c. been guilty of conduct tending to bring yourself or the company into disrepute; or

d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or

e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or

f. cease to hold the qualifications necessary for you to carry out your work with the company; or

g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or

h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or

i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.

j. been found inefficient or lower performer as compared to other employees of your category.

In all such aforementioned cases you shall not be entitled to any notice period or payment in lieu thereof.

20. Performance Monitoring: You are required to deliver performance up to the expected levels as per the targets entrusted to you by reporting officer from time to time. In case your performance is not found to be satisfactory, you will be put under an appropriate Performance Improvement Plan. In case your performance does not improve even after you are put on such plan, the Company will review the matter of continuance of your employment and take appropriate action, including but not limited to termination.


REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

21. Non Solicitation: You shall not at any time during the term of your employment with the Company or thereafter for a period of six months after cessation of your employment, directly or indirectly solicit the Company's (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) personnel to leave the employment of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) or apply for employment with any third party or encourage such personnel of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to take any action or inaction that may adversely impact the performance or reputation of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) of its obligations under this Letter of Appointment and / or any other contract or adversely impact the ability of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to carry out its normal business activities.

22. Others: 1. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company, JV partners various regulatory and statutory bodies.

2. In the event of you being found acting in breach of your terms of appointment or indulged in an act of misconduct or an act that has brought disrepute to the organization, you shall render yourself liable for a disciplinary action as per the rules as applicable.

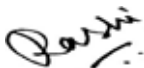
3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. Joining Formalities: As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).
2. Copies of all years mark sheets of the highest qualification/Degree certificate
3. Copy of previous employer Salary Slip
4. Copy of Relieving Letter / Endorsed Resignation letter.
5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit
6. Copy of PAN Card
7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**
(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **Varun Soni**




REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

Head - Talent Acquisition & Talent Management

Annexure: 1

	Per Annum	Per Month
BASIC	180000	15000
ALLOWANCES		
House Rent Allowance	90000	7500
Education Allowance	19692	1641
<u>MONTHLY GROSS *</u>		25695
<u>BENEFITS:CONTRIBUTION BY ORGANISATION</u>		
Statutory Bonus	18648	1554
Provident Fund	21600	1800
Gratuity	8664	722
GMC	11400	950
TOTAL FIXED COST(TFC)	350004	

0

* The following amount will be deducted from your monthly gross as your contribution towards statutory benefits

PF - 1800

** Leave Travel Allowance or Medical Allowance (if applicable) will be paid as monthly components

*** Gratuity (if applicable) - As per Gratuity Act, payable only after completion of 5 continuous years of service in organization.

- **Participation in Incentive/Bonus Schemes** You are eligible to participate in the Company's Annual Incentive/Bonus Plan subject to the terms and conditions of such Plan and any amendments as may be made from time to time.
- **Deductions** The Company may during your employment, or on termination for whatever reason, deduct from your remuneration any monies due from you to the Company including but not limited to:
 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

Soumya Swatileena Murmu

Dear Soumya,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
- 5. Medical:** You may be required to undergo medical examination by a Company appointed medical practitioner as and when directed by the Company and to comply with rules and instructions in the matter. Your services may be terminated without notice if the Company considers you unsuitable for retention in service on medical grounds.

Care Health Insurance Limited
(Formerly Religare Health Insurance Company Limited)
Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503

REACH US @

 Care Health- Customer App	 WhatsApp 8860402452	Self Help Portal: www.careinsurance.com/self-help-portal.html Submit Your Queries/Requests: www.careinsurance.com/contact-us.html
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Soumya
REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

9. Age of Retirement: Your age of retirement will be 58 years and you shall stand relieved on retirement at the end of the month in which you attain the age of 58 years. However, at the sole discretion of the company retirement date can be extended on case to case to basis.

10. Whole Time and Attention: During your employment with the Company you shall devote your best efforts for promoting the Company's (and of any other relevant Group Company, affiliate and/ or business associate of the Company) business and may not without prior written consent of the Company (and subject to any terms and conditions the Company may impose) engage or be interested (directly or indirectly) in any other business or employment.

11. Leave: In addition to public holidays observed by the Company, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing leave policy, prorated from your date of joining. The Company is covered by the Maternity Benefit Act, 1961 and the eligible employees will be entitled to the benefits like maternity leave as per the amended provisions of the Maternity Benefit Act save and except those who are covered by ESI Act since they will be entitled to the benefits as per the applicable said Act.

12. Confidentiality: You shall not during the course or even after cessation of your employment with the Company or any time thereafter, use or disclose to any other Company, firm or person, any of the business or affairs of the Company, nor shall you without the consent of the Company, publish any book, booklet, brochure or any other publication, whether for remuneration or otherwise, relating to the affairs of the Company or to your work in the Company. You shall also not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, information or documents, official or otherwise relating to the Company or its subsidiaries, except with prior approval. Any breach of this clause would be viewed with severity by the Management and a strict action shall be taken by the Company You may also be also required to execute and sign a separate Maintenance or Non-Disclosure Agreement.

13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

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15. Return of Company Property: You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. You shall not keep any copies of these items.

16. Monitoring Policy: As per Company Policy, telephone conversations of employees may be recorded and monitored for the purpose of creating record of transactions, and for compliance purposes. Any recordings will be stored securely, and will not be disclosed outside the group companies, except as required by law.

Further please note that the emails sent to you and by you may be monitored, from time to time, for the purposes of identifying any non-compliance with company policies, or applicable laws.

Any data of customers, partners, employee or company contact data is strictly prohibited for circulation to anyone outside the Company and also you should restrain the circulation of data even for internal purpose except to the concerned employees of the Company.

If such monitoring discloses any breaches of any law or company policies disciplinary action may follow, including termination from the employment.

During Employment or cessation of your employment you cannot share any such data of the company pertaining to its customers, partners, employees, sensitive information

17. Intellectual Property: Subject to any relevant legislation, if at any time in the course of your employment you make or discover or participate in the making or discovery of any letters patent, trademarks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.

All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

The employee shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to product



information, process information, customer lists, employee details, company policies and procedures and financial information (including results, budgets and other financial plans and systems).

18. Notice Period: In case either the employer or the employee wishes to terminate the employment contract, a notice of 90 days should be served in writing by the party who wishes to terminate the contract to the other party. The Company depending on the business context and its sole discretion may allow you to pay the equivalent of the Total Fixed Cost (TFC) (*excluding gratuity and GMC if applicable*) amount in lieu of any period and / or adjust notice period against your leave balance subject to satisfactory handing over of the charges to your superior.

Notice period during probation would be 7 days or equivalent of the TFC (*excluding gratuity*) in lieu of notice.

19. Termination: 1. If any time during the course of your employment it is found that you have made a false or an incomplete declaration as regards to your qualifications/ experience and other details, your appointment will be treated void *ab initio* and you shall cease to be on the rolls of the company with immediate effect. In that case you shall not be entitled to any notice period or payment in lieu thereof.

2. If any time during the course of your employment, it is found that you have:

- a. committed any act of gross misconduct; or
- b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or
- c. been guilty of conduct tending to bring yourself or the company into disrepute; or
- d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or
- e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or
- f. cease to hold the qualifications necessary for you to carry out your work with the company; or
- g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or
- h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or
- i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.
- j. been found inefficient or lower performer as compared to other employees of your category.

In all such aforementioned cases you shall not be entitled to any notice period or payment in lieu thereof.

20. Performance Monitoring: You are required to deliver performance up to the expected levels as per the targets entrusted to you by reporting officer from time to time. In case your performance is not found to be satisfactory, you will be put under an appropriate Performance Improvement Plan. In case your performance does not improve even after you are put on such plan, the Company will review the matter of continuance of your employment and take appropriate action, including but not limited to termination.


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21. **Non Solicitation:** You shall not at any time during the term of your employment with the Company or thereafter for a period of six months after cessation of your employment, directly or indirectly solicit the Company's (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) personnel to leave the employment of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) or apply for employment with any third party or encourage such personnel of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to take any action or inaction that may adversely impact the performance or reputation of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) of its obligations under this Letter of Appointment and / or any other contract or adversely impact the ability of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to carry out its normal business activities.

22. **Others:** 1. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company, JV partners various regulatory and statutory bodies.

2. In the event of you being found acting in breach of your terms of appointment or indulged in an act of misconduct or an act that has brought disrepute to the organization, you shall render yourself liable for a disciplinary action as per the rules as applicable.

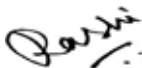
3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. **Joining Formalities:** As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).
2. Copies of all years mark sheets of the highest qualification/Degree certificate
3. Copy of previous employer Salary Slip
4. Copy of Relieving Letter / Endorsed Resignation letter.
5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit
6. Copy of PAN Card
7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**
(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **Soumya Swatileena Murmu**



Head - Talent Acquisition & Talent Management

Annexure: 1

	Per Annum	Per Month
BASIC	180000	15000
ALLOWANCES		
House Rent Allowance	90000	7500
Education Allowance	19692	1641
<u>MONTHLY GROSS *</u>		25695
<u>BENEFITS:CONTRIBUTION BY ORGANISATION</u>		
Statutory Bonus	18648	1554
Provident Fund	21600	1800
Gratuity	8664	722
GMC	11400	950
TOTAL FIXED COST(TFC)	350004	

0

* The following amount will be deducted from your monthly gross as your contribution towards statutory benefits

PF - 1800

** Leave Travel Allowance or Medical Allowance (if applicable) will be paid as monthly components

*** Gratuity (if applicable) - As per Gratuity Act, payable only after completion of 5 continuous years of service in organization.

- **Participation in Incentive/Bonus Schemes** You are eligible to participate in the Company's Annual Incentive/Bonus Plan subject to the terms and conditions of such Plan and any amendments as may be made from time to time.
- **Deductions** The Company may during your employment, or on termination for whatever reason, deduct from your remuneration any monies due from you to the Company including but not limited to:
 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

Gayathri R Mysore

Dear Gayathri,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
- 5. Medical:** You may be required to undergo medical examination by a Company appointed medical practitioner as and when directed by the Company and to comply with rules and instructions in the matter. Your services may be terminated without notice if the Company considers you unsuitable for retention in service on medical grounds.

Care Health Insurance Limited
(Formerly Religare Health Insurance Company Limited)
Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503

REACH US @		
 Care Health- Customer App	 WhatsApp 8860402452	Self Help Portal: www.careinsurance.com/self-help-portal.html Submit Your Queries/Requests: www.careinsurance.com/contact-us.html

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Registrar
BANGALORE

6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

9. Age of Retirement: Your age of retirement will be 58 years and you shall stand relieved on retirement at the end of the month in which you attain the age of 58 years. However, at the sole discretion of the company retirement date can be extended on case to case to basis.

10. Whole Time and Attention: During your employment with the Company you shall devote your best efforts for promoting the Company's (and of any other relevant Group Company, affiliate and/ or business associate of the Company) business and may not without prior written consent of the Company (and subject to any terms and conditions the Company may impose) engage or be interested (directly or indirectly) in any other business or employment.

11. Leave: In addition to public holidays observed by the Company, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing leave policy, prorated from your date of joining. The Company is covered by the Maternity Benefit Act, 1961 and the eligible employees will be entitled to the benefits like maternity leave as per the amended provisions of the Maternity Benefit Act save and except those who are covered by ESI Act since they will be entitled to the benefits as per the applicable said Act.

12. Confidentiality: You shall not during the course or even after cessation of your employment with the Company or any time thereafter, use or disclose to any other Company, firm or person, any of the business or affairs of the Company, nor shall you without the consent of the Company, publish any book, booklet, brochure or any other publication, whether for remuneration or otherwise, relating to the affairs of the Company or to your work in the Company. You shall also not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, information or documents, official or otherwise relating to the Company or its subsidiaries, except with prior approval. Any breach of this clause would be viewed with severity by the Management and a strict action shall be taken by the Company You may also be also required to execute and sign a separate Maintenance or Non-Disclosure Agreement.

13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

14. Company Policies: You will be governed by the Company's policies, as applicable at your grade. The Company reserves the right to amend the policies from time to time. You are advised to keep yourself updated on these policies which are available online.

15. Return of Company Property: You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. You shall not keep any copies of these items.

16. Monitoring Policy: As per Company Policy, telephone conversations of employees may be recorded and monitored for the purpose of creating record of transactions, and for compliance purposes. Any recordings will be stored securely, and will not be disclosed outside the group companies, except as required by law.

Further please note that the emails sent to you and by you may be monitored, from time to time, for the purposes of identifying any non-compliance with company policies, or applicable laws.

Any data of customers, partners, employee or company contact data is strictly prohibited for circulation to anyone outside the Company and also you should restrain the circulation of data even for internal purpose except to the concerned employees of the Company.

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During Employment or cessation of your employment you cannot share any such data of the company pertaining to its customers, partners, employees, sensitive information

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All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

The employee shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to product



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18. Notice Period: In case either the employer or the employee wishes to terminate the employment contract, a notice of 90 days should be served in writing by the party who wishes to terminate the contract to the other party. The Company depending on the business context and its sole discretion may allow you to pay the equivalent of the Total Fixed Cost (TFC) (*excluding gratuity and GMC if applicable*) amount in lieu of any period and / or adjust notice period against your leave balance subject to satisfactory handing over of the charges to your superior.

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a. committed any act of gross misconduct; or

b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or

c. been guilty of conduct tending to bring yourself or the company into disrepute; or

d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or

e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or

f. cease to hold the qualifications necessary for you to carry out your work with the company; or

g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or

h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or

i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.

j. been found inefficient or lower performer as compared to other employees of your category.

In all such aforementioned cases you shall not be entitled to any notice period or payment in lieu thereof.

20. Performance Monitoring: You are required to deliver performance up to the expected levels as per the targets entrusted to you by reporting officer from time to time. In case your performance is not found to be satisfactory, you will be put under an appropriate Performance Improvement Plan. In case your performance does not improve even after you are put on such plan, the Company will review the matter of continuance of your employment and take appropriate action, including but not limited to termination.


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22. **Others:** 1. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company, JV partners various regulatory and statutory bodies.

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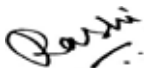
3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. **Joining Formalities:** As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).
2. Copies of all years mark sheets of the highest qualification/Degree certificate
3. Copy of previous employer Salary Slip
4. Copy of Relieving Letter / Endorsed Resignation letter.
5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit
6. Copy of PAN Card
7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**
(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **Gayathri R Mysore**




REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Head - Talent Acquisition & Talent Management

Annexure: 1

	Per Annum	Per Month
BASIC	180000	15000
ALLOWANCES		
House Rent Allowance	90000	7500
Education Allowance	19692	1641
<u>MONTHLY GROSS *</u>		25695
<u>BENEFITS:CONTRIBUTION BY ORGANISATION</u>		
Statutory Bonus	18648	1554
Provident Fund	21600	1800
Gratuity	8664	722
GMC	11400	950
TOTAL FIXED COST(TFC)	350004	

0

* The following amount will be deducted from your monthly gross as your contribution towards statutory benefits

PF - 1800

** Leave Travel Allowance or Medical Allowance (if applicable) will be paid as monthly components

*** Gratuity (if applicable) - As per Gratuity Act, payable only after completion of 5 continuous years of service in organization.

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- **Deductions** The Company may during your employment, or on termination for whatever reason, deduct from your remuneration any monies due from you to the Company including but not limited to:
 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

Abin Basil

Dear Abin,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
- 5. Medical:** You may be required to undergo medical examination by a Company appointed medical practitioner as and when directed by the Company and to comply with rules and instructions in the matter. Your services may be terminated without notice if the Company considers you unsuitable for retention in service on medical grounds.

Care Health Insurance Limited
(Formerly Religare Health Insurance Company Limited)
Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503

REACH US @		
 Care Health- Customer App	 WhatsApp 8860402452	Self Help Portal: www.careinsurance.com/self-help-portal.html Submit Your Queries/Requests: www.careinsurance.com/contact-us.html

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BANGALORE

6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

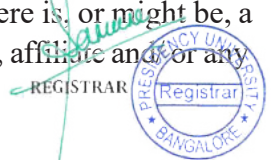
9. Age of Retirement: Your age of retirement will be 58 years and you shall stand relieved on retirement at the end of the month in which you attain the age of 58 years. However, at the sole discretion of the company retirement date can be extended on case to case to basis.

10. Whole Time and Attention: During your employment with the Company you shall devote your best efforts for promoting the Company's (and of any other relevant Group Company, affiliate and/ or business associate of the Company) business and may not without prior written consent of the Company (and subject to any terms and conditions the Company may impose) engage or be interested (directly or indirectly) in any other business or employment.

11. Leave: In addition to public holidays observed by the Company, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing leave policy, prorated from your date of joining. The Company is covered by the Maternity Benefit Act, 1961 and the eligible employees will be entitled to the benefits like maternity leave as per the amended provisions of the Maternity Benefit Act save and except those who are covered by ESI Act since they will be entitled to the benefits as per the applicable said Act.

12. Confidentiality: You shall not during the course or even after cessation of your employment with the Company or any time thereafter, use or disclose to any other Company, firm or person, any of the business or affairs of the Company, nor shall you without the consent of the Company, publish any book, booklet, brochure or any other publication, whether for remuneration or otherwise, relating to the affairs of the Company or to your work in the Company. You shall also not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, information or documents, official or otherwise relating to the Company or its subsidiaries, except with prior approval. Any breach of this clause would be viewed with severity by the Management and a strict action shall be taken by the Company You may also be also required to execute and sign a separate Maintenance or Non-Disclosure Agreement.

13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

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15. Return of Company Property: You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. You shall not keep any copies of these items.

16. Monitoring Policy: As per Company Policy, telephone conversations of employees may be recorded and monitored for the purpose of creating record of transactions, and for compliance purposes. Any recordings will be stored securely, and will not be disclosed outside the group companies, except as required by law.

Further please note that the emails sent to you and by you may be monitored, from time to time, for the purposes of identifying any non-compliance with company policies, or applicable laws.

Any data of customers, partners, employee or company contact data is strictly prohibited for circulation to anyone outside the Company and also you should restrain the circulation of data even for internal purpose except to the concerned employees of the Company.

If such monitoring discloses any breaches of any law or company policies disciplinary action may follow, including termination from the employment.

During Employment or cessation of your employment you cannot share any such data of the company pertaining to its customers, partners, employees, sensitive information

17. Intellectual Property: Subject to any relevant legislation, if at any time in the course of your employment you make or discover or participate in the making or discovery of any letters patent, trademarks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.

All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

The employee shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to product



information, process information, customer lists, employee details, company policies and procedures and financial information (including results, budgets and other financial plans and systems).

18. Notice Period: In case either the employer or the employee wishes to terminate the employment contract, a notice of 90 days should be served in writing by the party who wishes to terminate the contract to the other party. The Company depending on the business context and its sole discretion may allow you to pay the equivalent of the Total Fixed Cost (TFC) (*excluding gratuity and GMC if applicable*) amount in lieu of any period and / or adjust notice period against your leave balance subject to satisfactory handing over of the charges to your superior.

Notice period during probation would be 7 days or equivalent of the TFC (*excluding gratuity*) in lieu of notice.

19. Termination: 1. If any time during the course of your employment it is found that you have made a false or an incomplete declaration as regards to your qualifications/ experience and other details, your appointment will be treated void *ab initio* and you shall cease to be on the rolls of the company with immediate effect. In that case you shall not be entitled to any notice period or payment in lieu thereof.

2. If any time during the course of your employment, it is found that you have:

a. committed any act of gross misconduct; or

b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or

c. been guilty of conduct tending to bring yourself or the company into disrepute; or

d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or

e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or

f. cease to hold the qualifications necessary for you to carry out your work with the company; or

g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or

h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or

i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.

j. been found inefficient or lower performer as compared to other employees of your category.

In all such aforementioned cases you shall not be entitled to any notice period or payment in lieu thereof.

20. Performance Monitoring: You are required to deliver performance up to the expected levels as per the targets entrusted to you by reporting officer from time to time. In case your performance is not found to be satisfactory, you will be put under an appropriate Performance Improvement Plan. In case your performance does not improve even after you are put on such plan, the Company will review the matter of continuance of your employment and take appropriate action, including but not limited to termination.


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BANGALORE

21. **Non Solicitation:** You shall not at any time during the term of your employment with the Company or thereafter for a period of six months after cessation of your employment, directly or indirectly solicit the Company's (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) personnel to leave the employment of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) or apply for employment with any third party or encourage such personnel of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to take any action or inaction that may adversely impact the performance or reputation of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) of its obligations under this Letter of Appointment and / or any other contract or adversely impact the ability of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to carry out its normal business activities.

22. **Others:** 1. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company, JV partners various regulatory and statutory bodies.

2. In the event of you being found acting in breach of your terms of appointment or indulged in an act of misconduct or an act that has brought disrepute to the organization, you shall render yourself liable for a disciplinary action as per the rules as applicable.

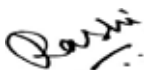
3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. **Joining Formalities:** As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).
2. Copies of all years mark sheets of the highest qualification/Degree certificate
3. Copy of previous employer Salary Slip
4. Copy of Relieving Letter / Endorsed Resignation letter.
5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit
6. Copy of PAN Card
7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**
(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **Abin Basil**




REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Head - Talent Acquisition & Talent Management

Annexure: 1

	Per Annum	Per Month
BASIC	180000	15000
ALLOWANCES		
House Rent Allowance	90000	7500
Education Allowance	19692	1641
<u>MONTHLY GROSS *</u>		25695
<u>BENEFITS:CONTRIBUTION BY ORGANISATION</u>		
Statutory Bonus	18648	1554
Provident Fund	21600	1800
Gratuity	8664	722
GMC	11400	950
TOTAL FIXED COST(TFC)	350004	

0

* The following amount will be deducted from your monthly gross as your contribution towards statutory benefits

PF - 1800

** Leave Travel Allowance or Medical Allowance (if applicable) will be paid as monthly components

*** Gratuity (if applicable) - As per Gratuity Act, payable only after completion of 5 continuous years of service in organization.

- **Participation in Incentive/Bonus Schemes** You are eligible to participate in the Company's Annual Incentive/Bonus Plan subject to the terms and conditions of such Plan and any amendments as may be made from time to time.
- **Deductions** The Company may during your employment, or on termination for whatever reason, deduct from your remuneration any monies due from you to the Company including but not limited to:
 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

Simna Vusurumarthy

Dear Simna,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
- 5. Medical:** You may be required to undergo medical examination by a Company appointed medical practitioner as and when directed by the Company and to comply with rules and instructions in the matter. Your services may be terminated without notice if the Company considers you unsuitable for retention in service on medical grounds.

Care Health Insurance Limited
(Formerly Religare Health Insurance Company Limited)
Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503

REACH US @

 Care Health- Customer App	 WhatsApp 8860402452	Self Help Portal: www.careinsurance.com/self-help-portal.html Submit Your Queries/Requests: www.careinsurance.com/contact-us.html
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Simna
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BANGALORE

6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

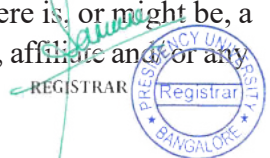
9. Age of Retirement: Your age of retirement will be 58 years and you shall stand relieved on retirement at the end of the month in which you attain the age of 58 years. However, at the sole discretion of the company retirement date can be extended on case to case to basis.

10. Whole Time and Attention: During your employment with the Company you shall devote your best efforts for promoting the Company's (and of any other relevant Group Company, affiliate and/ or business associate of the Company) business and may not without prior written consent of the Company (and subject to any terms and conditions the Company may impose) engage or be interested (directly or indirectly) in any other business or employment.

11. Leave: In addition to public holidays observed by the Company, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing leave policy, prorated from your date of joining. The Company is covered by the Maternity Benefit Act, 1961 and the eligible employees will be entitled to the benefits like maternity leave as per the amended provisions of the Maternity Benefit Act save and except those who are covered by ESI Act since they will be entitled to the benefits as per the applicable said Act.

12. Confidentiality: You shall not during the course or even after cessation of your employment with the Company or any time thereafter, use or disclose to any other Company, firm or person, any of the business or affairs of the Company, nor shall you without the consent of the Company, publish any book, booklet, brochure or any other publication, whether for remuneration or otherwise, relating to the affairs of the Company or to your work in the Company. You shall also not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, information or documents, official or otherwise relating to the Company or its subsidiaries, except with prior approval. Any breach of this clause would be viewed with severity by the Management and a strict action shall be taken by the Company You may also be also required to execute and sign a separate Maintenance or Non-Disclosure Agreement.

13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

14. Company Policies: You will be governed by the Company's policies, as applicable at your grade. The Company reserves the right to amend the policies from time to time. You are advised to keep yourself updated on these policies which are available online.

15. Return of Company Property: You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. You shall not keep any copies of these items.

16. Monitoring Policy: As per Company Policy, telephone conversations of employees may be recorded and monitored for the purpose of creating record of transactions, and for compliance purposes. Any recordings will be stored securely, and will not be disclosed outside the group companies, except as required by law.

Further please note that the emails sent to you and by you may be monitored, from time to time, for the purposes of identifying any non-compliance with company policies, or applicable laws.

Any data of customers, partners, employee or company contact data is strictly prohibited for circulation to anyone outside the Company and also you should restrain the circulation of data even for internal purpose except to the concerned employees of the Company.

If such monitoring discloses any breaches of any law or company policies disciplinary action may follow, including termination from the employment.

During Employment or cessation of your employment you cannot share any such data of the company pertaining to its customers, partners, employees, sensitive information

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All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

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- a. committed any act of gross misconduct; or
- b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or
- c. been guilty of conduct tending to bring yourself or the company into disrepute; or
- d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or
- e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or
- f. cease to hold the qualifications necessary for you to carry out your work with the company; or
- g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or
- h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or
- i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.
- j. been found inefficient or lower performer as compared to other employees of your category.

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PRESIDENCY UNIVERSITY
BANGALORE

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22. **Others:** 1. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company, JV partners various regulatory and statutory bodies.

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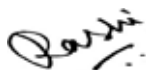
3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. **Joining Formalities:** As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).
2. Copies of all years mark sheets of the highest qualification/Degree certificate
3. Copy of previous employer Salary Slip
4. Copy of Relieving Letter / Endorsed Resignation letter.
5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit
6. Copy of PAN Card
7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**
(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **Simna Vusurumathy**




REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Head - Talent Acquisition & Talent Management

Annexure: 1

	Per Annum	Per Month
BASIC	180000	15000
ALLOWANCES		
House Rent Allowance	90000	7500
Education Allowance	19692	1641
<u>MONTHLY GROSS *</u>		25695
<u>BENEFITS:CONTRIBUTION BY ORGANISATION</u>		
Statutory Bonus	18648	1554
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Gratuity	8664	722
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TOTAL FIXED COST(TFC)	350004	

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* The following amount will be deducted from your monthly gross as your contribution towards statutory benefits

PF - 1800

** Leave Travel Allowance or Medical Allowance (if applicable) will be paid as monthly components

*** Gratuity (if applicable) - As per Gratuity Act, payable only after completion of 5 continuous years of service in organization.

- **Participation in Incentive/Bonus Schemes** You are eligible to participate in the Company's Annual Incentive/Bonus Plan subject to the terms and conditions of such Plan and any amendments as may be made from time to time.
- **Deductions** The Company may during your employment, or on termination for whatever reason, deduct from your remuneration any monies due from you to the Company including but not limited to:
 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

Anas A M U

Dear Anas,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
- 5. Medical:** You may be required to undergo medical examination by a Company appointed medical practitioner as and when directed by the Company and to comply with rules and instructions in the matter. Your services may be terminated without notice if the Company considers you unsuitable for retention in service on medical grounds.

Care Health Insurance Limited
(Formerly Religare Health Insurance Company Limited)
Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503

REACH US @		
 Care Health- Customer App	 WhatsApp 8860402452	Self Help Portal: www.careinsurance.com/self-help-portal.html Submit Your Queries/Requests: www.careinsurance.com/contact-us.html

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PRESIDENCY UNIVERSITY
Registrar
BANGALORE

6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

9. Age of Retirement: Your age of retirement will be 58 years and you shall stand relieved on retirement at the end of the month in which you attain the age of 58 years. However, at the sole discretion of the company retirement date can be extended on case to case to basis.

10. Whole Time and Attention: During your employment with the Company you shall devote your best efforts for promoting the Company's (and of any other relevant Group Company, affiliate and/ or business associate of the Company) business and may not without prior written consent of the Company (and subject to any terms and conditions the Company may impose) engage or be interested (directly or indirectly) in any other business or employment.

11. Leave: In addition to public holidays observed by the Company, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing leave policy, prorated from your date of joining. The Company is covered by the Maternity Benefit Act, 1961 and the eligible employees will be entitled to the benefits like maternity leave as per the amended provisions of the Maternity Benefit Act save and except those who are covered by ESI Act since they will be entitled to the benefits as per the applicable said Act.

12. Confidentiality: You shall not during the course or even after cessation of your employment with the Company or any time thereafter, use or disclose to any other Company, firm or person, any of the business or affairs of the Company, nor shall you without the consent of the Company, publish any book, booklet, brochure or any other publication, whether for remuneration or otherwise, relating to the affairs of the Company or to your work in the Company. You shall also not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, information or documents, official or otherwise relating to the Company or its subsidiaries, except with prior approval. Any breach of this clause would be viewed with severity by the Management and a strict action shall be taken by the Company You may also be also required to execute and sign a separate Maintenance or Non-Disclosure Agreement.

13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

14. Company Policies: You will be governed by the Company's policies, as applicable at your grade. The Company reserves the right to amend the policies from time to time. You are advised to keep yourself updated on these policies which are available online.

15. Return of Company Property: You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. You shall not keep any copies of these items.

16. Monitoring Policy: As per Company Policy, telephone conversations of employees may be recorded and monitored for the purpose of creating record of transactions, and for compliance purposes. Any recordings will be stored securely, and will not be disclosed outside the group companies, except as required by law.

Further please note that the emails sent to you and by you may be monitored, from time to time, for the purposes of identifying any non-compliance with company policies, or applicable laws.

Any data of customers, partners, employee or company contact data is strictly prohibited for circulation to anyone outside the Company and also you should restrain the circulation of data even for internal purpose except to the concerned employees of the Company.

If such monitoring discloses any breaches of any law or company policies disciplinary action may follow, including termination from the employment.

During Employment or cessation of your employment you cannot share any such data of the company pertaining to its customers, partners, employees, sensitive information

17. Intellectual Property: Subject to any relevant legislation, if at any time in the course of your employment you make or discover or participate in the making or discovery of any letters patent, trademarks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.

All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

The employee shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to product



information, process information, customer lists, employee details, company policies and procedures and financial information (including results, budgets and other financial plans and systems).

18. Notice Period: In case either the employer or the employee wishes to terminate the employment contract, a notice of 90 days should be served in writing by the party who wishes to terminate the contract to the other party. The Company depending on the business context and its sole discretion may allow you to pay the equivalent of the Total Fixed Cost (TFC) (*excluding gratuity and GMC if applicable*) amount in lieu of any period and / or adjust notice period against your leave balance subject to satisfactory handing over of the charges to your superior.

Notice period during probation would be 7 days or equivalent of the TFC (*excluding gratuity*) in lieu of notice.

19. Termination: 1. If any time during the course of your employment it is found that you have made a false or an incomplete declaration as regards to your qualifications/ experience and other details, your appointment will be treated void *ab initio* and you shall cease to be on the rolls of the company with immediate effect. In that case you shall not be entitled to any notice period or payment in lieu thereof.

2. If any time during the course of your employment, it is found that you have:

- a. committed any act of gross misconduct; or
- b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or
- c. been guilty of conduct tending to bring yourself or the company into disrepute; or
- d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or
- e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or
- f. cease to hold the qualifications necessary for you to carry out your work with the company; or
- g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or
- h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or
- i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.
- j. been found inefficient or lower performer as compared to other employees of your category.

In all such aforementioned cases you shall not be entitled to any notice period or payment in lieu thereof.

20. Performance Monitoring: You are required to deliver performance up to the expected levels as per the targets entrusted to you by reporting officer from time to time. In case your performance is not found to be satisfactory, you will be put under an appropriate Performance Improvement Plan. In case your performance does not improve even after you are put on such plan, the Company will review the matter of continuance of your employment and take appropriate action, including but not limited to termination.


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21. **Non Solicitation:** You shall not at any time during the term of your employment with the Company or thereafter for a period of six months after cessation of your employment, directly or indirectly solicit the Company's (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) personnel to leave the employment of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) or apply for employment with any third party or encourage such personnel of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to take any action or inaction that may adversely impact the performance or reputation of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) of its obligations under this Letter of Appointment and / or any other contract or adversely impact the ability of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to carry out its normal business activities.

22. **Others:** 1. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company, JV partners various regulatory and statutory bodies.

2. In the event of you being found acting in breach of your terms of appointment or indulged in an act of misconduct or an act that has brought disrepute to the organization, you shall render yourself liable for a disciplinary action as per the rules as applicable.

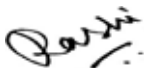
3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. **Joining Formalities:** As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).
2. Copies of all years mark sheets of the highest qualification/Degree certificate
3. Copy of previous employer Salary Slip
4. Copy of Relieving Letter / Endorsed Resignation letter.
5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit
6. Copy of PAN Card
7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**
(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **Anas A M U**




REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

Head - Talent Acquisition & Talent Management

Annexure: 1

	Per Annum	Per Month
BASIC	180000	15000
ALLOWANCES		
House Rent Allowance	90000	7500
Education Allowance	19692	1641
<u>MONTHLY GROSS *</u>		25695
<u>BENEFITS:CONTRIBUTION BY ORGANISATION</u>		
Statutory Bonus	18648	1554
Provident Fund	21600	1800
Gratuity	8664	722
GMC	11400	950
TOTAL FIXED COST(TFC)	350004	

0

* The following amount will be deducted from your monthly gross as your contribution towards statutory benefits

PF - 1800

** Leave Travel Allowance or Medical Allowance (if applicable) will be paid as monthly components

*** Gratuity (if applicable) - As per Gratuity Act, payable only after completion of 5 continuous years of service in organization.

- **Participation in Incentive/Bonus Schemes** You are eligible to participate in the Company's Annual Incentive/Bonus Plan subject to the terms and conditions of such Plan and any amendments as may be made from time to time.
- **Deductions** The Company may during your employment, or on termination for whatever reason, deduct from your remuneration any monies due from you to the Company including but not limited to:
 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

Shaik Mohammad Fayaz Ahmad

Dear Fayaz Ahmad,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
- 5. Medical:** You may be required to undergo medical examination by a Company appointed medical practitioner as and when directed by the Company and to comply with rules and instructions in the matter. Your services may be terminated without notice if the Company considers you unsuitable for retention in service on medical grounds.

Care Health Insurance Limited
(Formerly Religare Health Insurance Company Limited)
Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503

REACH US @		
 Care Health- Customer App	 WhatsApp 8860402452	Self Help Portal: www.careinsurance.com/self-help-portal.html Submit Your Queries/Requests: www.careinsurance.com/contact-us.html

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6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

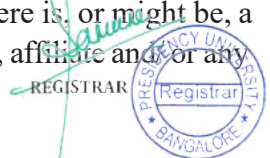
9. Age of Retirement: Your age of retirement will be 58 years and you shall stand relieved on retirement at the end of the month in which you attain the age of 58 years. However, at the sole discretion of the company retirement date can be extended on case to case to basis.

10. Whole Time and Attention: During your employment with the Company you shall devote your best efforts for promoting the Company's (and of any other relevant Group Company, affiliate and/ or business associate of the Company) business and may not without prior written consent of the Company (and subject to any terms and conditions the Company may impose) engage or be interested (directly or indirectly) in any other business or employment.

11. Leave: In addition to public holidays observed by the Company, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing leave policy, prorated from your date of joining. The Company is covered by the Maternity Benefit Act, 1961 and the eligible employees will be entitled to the benefits like maternity leave as per the amended provisions of the Maternity Benefit Act save and except those who are covered by ESI Act since they will be entitled to the benefits as per the applicable said Act.

12. Confidentiality: You shall not during the course or even after cessation of your employment with the Company or any time thereafter, use or disclose to any other Company, firm or person, any of the business or affairs of the Company, nor shall you without the consent of the Company, publish any book, booklet, brochure or any other publication, whether for remuneration or otherwise, relating to the affairs of the Company or to your work in the Company. You shall also not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, information or documents, official or otherwise relating to the Company or its subsidiaries, except with prior approval. Any breach of this clause would be viewed with severity by the Management and a strict action shall be taken by the Company You may also be also required to execute and sign a separate Maintenance or Non-Disclosure Agreement.

13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

14. Company Policies: You will be governed by the Company's policies, as applicable at your grade. The Company reserves the right to amend the policies from time to time. You are advised to keep yourself updated on these policies which are available online.

15. Return of Company Property: You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. You shall not keep any copies of these items.

16. Monitoring Policy: As per Company Policy, telephone conversations of employees may be recorded and monitored for the purpose of creating record of transactions, and for compliance purposes. Any recordings will be stored securely, and will not be disclosed outside the group companies, except as required by law.

Further please note that the emails sent to you and by you may be monitored, from time to time, for the purposes of identifying any non-compliance with company policies, or applicable laws.

Any data of customers, partners, employee or company contact data is strictly prohibited for circulation to anyone outside the Company and also you should restrain the circulation of data even for internal purpose except to the concerned employees of the Company.

If such monitoring discloses any breaches of any law or company policies disciplinary action may follow, including termination from the employment.

During Employment or cessation of your employment you cannot share any such data of the company pertaining to its customers, partners, employees, sensitive information

17. Intellectual Property: Subject to any relevant legislation, if at any time in the course of your employment you make or discover or participate in the making or discovery of any letters patent, trademarks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.

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- a. committed any act of gross misconduct; or
- b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or
- c. been guilty of conduct tending to bring yourself or the company into disrepute; or
- d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or
- e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or
- f. cease to hold the qualifications necessary for you to carry out your work with the company; or
- g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or
- h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or
- i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.
- j. been found inefficient or lower performer as compared to other employees of your category.

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22. **Others:** 1. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company, JV partners various regulatory and statutory bodies.

2. In the event of you being found acting in breach of your terms of appointment or indulged in an act of misconduct or an act that has brought disrepute to the organization, you shall render yourself liable for a disciplinary action as per the rules as applicable.

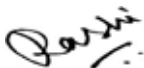
3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. **Joining Formalities:** As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).
2. Copies of all years mark sheets of the highest qualification/Degree certificate
3. Copy of previous employer Salary Slip
4. Copy of Relieving Letter / Endorsed Resignation letter.
5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit
6. Copy of PAN Card
7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**
(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **Shaik Mohammad Fayaz Ahmad**



Head - Talent Acquisition & Talent Management

Annexure: 1

	Per Annum	Per Month
BASIC	180000	15000
ALLOWANCES		
House Rent Allowance	90000	7500
Education Allowance	19692	1641
<u>MONTHLY GROSS *</u>		25695
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TOTAL FIXED COST(TFC)	350004	

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* The following amount will be deducted from your monthly gross as your contribution towards statutory benefits

PF - 1800

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- **Deductions** The Company may during your employment, or on termination for whatever reason, deduct from your remuneration any monies due from you to the Company including but not limited to:
 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

Bushra Mazhar

Dear Bushra,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
- 5. Medical:** You may be required to undergo medical examination by a Company appointed medical practitioner as and when directed by the Company and to comply with rules and instructions in the matter. Your services may be terminated without notice if the Company considers you unsuitable for retention in service on medical grounds.

Care Health Insurance Limited
(Formerly Religare Health Insurance Company Limited)
Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503



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BANGALORE

6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

9. Age of Retirement: Your age of retirement will be 58 years and you shall stand relieved on retirement at the end of the month in which you attain the age of 58 years. However, at the sole discretion of the company retirement date can be extended on case to case to basis.

10. Whole Time and Attention: During your employment with the Company you shall devote your best efforts for promoting the Company's (and of any other relevant Group Company, affiliate and/ or business associate of the Company) business and may not without prior written consent of the Company (and subject to any terms and conditions the Company may impose) engage or be interested (directly or indirectly) in any other business or employment.

11. Leave: In addition to public holidays observed by the Company, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing leave policy, prorated from your date of joining. The Company is covered by the Maternity Benefit Act, 1961 and the eligible employees will be entitled to the benefits like maternity leave as per the amended provisions of the Maternity Benefit Act save and except those who are covered by ESI Act since they will be entitled to the benefits as per the applicable said Act.

12. Confidentiality: You shall not during the course or even after cessation of your employment with the Company or any time thereafter, use or disclose to any other Company, firm or person, any of the business or affairs of the Company, nor shall you without the consent of the Company, publish any book, booklet, brochure or any other publication, whether for remuneration or otherwise, relating to the affairs of the Company or to your work in the Company. You shall also not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, information or documents, official or otherwise relating to the Company or its subsidiaries, except with prior approval. Any breach of this clause would be viewed with severity by the Management and a strict action shall be taken by the Company You may also be also required to execute and sign a separate Maintenance or Non-Disclosure Agreement.

13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

14. Company Policies: You will be governed by the Company's policies, as applicable at your grade. The Company reserves the right to amend the policies from time to time. You are advised to keep yourself updated on these policies which are available online.

15. Return of Company Property: You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. You shall not keep any copies of these items.

16. Monitoring Policy: As per Company Policy, telephone conversations of employees may be recorded and monitored for the purpose of creating record of transactions, and for compliance purposes. Any recordings will be stored securely, and will not be disclosed outside the group companies, except as required by law.

Further please note that the emails sent to you and by you may be monitored, from time to time, for the purposes of identifying any non-compliance with company policies, or applicable laws.

Any data of customers, partners, employee or company contact data is strictly prohibited for circulation to anyone outside the Company and also you should restrain the circulation of data even for internal purpose except to the concerned employees of the Company.

If such monitoring discloses any breaches of any law or company policies disciplinary action may follow, including termination from the employment.

During Employment or cessation of your employment you cannot share any such data of the company pertaining to its customers, partners, employees, sensitive information

17. Intellectual Property: Subject to any relevant legislation, if at any time in the course of your employment you make or discover or participate in the making or discovery of any letters patent, trademarks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.

All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

The employee shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to product



information, process information, customer lists, employee details, company policies and procedures and financial information (including results, budgets and other financial plans and systems).

18. Notice Period: In case either the employer or the employee wishes to terminate the employment contract, a notice of 90 days should be served in writing by the party who wishes to terminate the contract to the other party. The Company depending on the business context and its sole discretion may allow you to pay the equivalent of the Total Fixed Cost (TFC) (*excluding gratuity and GMC if applicable*) amount in lieu of any period and / or adjust notice period against your leave balance subject to satisfactory handing over of the charges to your superior.

Notice period during probation would be 7 days or equivalent of the TFC (*excluding gratuity*) in lieu of notice.

19. Termination: 1. If any time during the course of your employment it is found that you have made a false or an incomplete declaration as regards to your qualifications/ experience and other details, your appointment will be treated void *ab initio* and you shall cease to be on the rolls of the company with immediate effect. In that case you shall not be entitled to any notice period or payment in lieu thereof.

2. If any time during the course of your employment, it is found that you have:

a. committed any act of gross misconduct; or

b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or

c. been guilty of conduct tending to bring yourself or the company into disrepute; or

d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or

e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or

f. cease to hold the qualifications necessary for you to carry out your work with the company; or

g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or

h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or

i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.

j. been found inefficient or lower performer as compared to other employees of your category.

In all such aforementioned cases you shall not be entitled to any notice period or payment in lieu thereof.

20. Performance Monitoring: You are required to deliver performance up to the expected levels as per the targets entrusted to you by reporting officer from time to time. In case your performance is not found to be satisfactory, you will be put under an appropriate Performance Improvement Plan. In case your performance does not improve even after you are put on such plan, the Company will review the matter of continuance of your employment and take appropriate action, including but not limited to termination.

Sarav
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

21. **Non Solicitation:** You shall not at any time during the term of your employment with the Company or thereafter for a period of six months after cessation of your employment, directly or indirectly solicit the Company's (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) personnel to leave the employment of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) or apply for employment with any third party or encourage such personnel of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to take any action or inaction that may adversely impact the performance or reputation of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) of its obligations under this Letter of Appointment and / or any other contract or adversely impact the ability of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to carry out its normal business activities.

22. **Others:** 1. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company, JV partners various regulatory and statutory bodies.

2. In the event of you being found acting in breach of your terms of appointment or indulged in an act of misconduct or an act that has brought disrepute to the organization, you shall render yourself liable for a disciplinary action as per the rules as applicable.

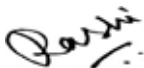
3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. **Joining Formalities:** As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).
2. Copies of all years mark sheets of the highest qualification/Degree certificate
3. Copy of previous employer Salary Slip
4. Copy of Relieving Letter / Endorsed Resignation letter.
5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit
6. Copy of PAN Card
7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**
(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **Bushra Mazhar**




REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

Head - Talent Acquisition & Talent Management

Annexure: 1

	Per Annum	Per Month
BASIC	180000	15000
ALLOWANCES		
House Rent Allowance	90000	7500
Education Allowance	19692	1641
<u>MONTHLY GROSS *</u>		25695
<u>BENEFITS:CONTRIBUTION BY ORGANISATION</u>		
Statutory Bonus	18648	1554
Provident Fund	21600	1800
Gratuity	8664	722
GMC	11400	950
TOTAL FIXED COST(TFC)	350004	

0

* The following amount will be deducted from your monthly gross as your contribution towards statutory benefits

PF - 1800

** Leave Travel Allowance or Medical Allowance (if applicable) will be paid as monthly components

*** Gratuity (if applicable) - As per Gratuity Act, payable only after completion of 5 continuous years of service in organization.

- **Participation in Incentive/Bonus Schemes** You are eligible to participate in the Company's Annual Incentive/Bonus Plan subject to the terms and conditions of such Plan and any amendments as may be made from time to time.
- **Deductions** The Company may during your employment, or on termination for whatever reason, deduct from your remuneration any monies due from you to the Company including but not limited to:
 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

Astitva Lohani

Dear Lohani,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
- 5. Medical:** You may be required to undergo medical examination by a Company appointed medical practitioner as and when directed by the Company and to comply with rules and instructions in the matter. Your services may be terminated without notice if the Company considers you unsuitable for retention in service on medical grounds.

Care Health Insurance Limited
(Formerly Religare Health Insurance Company Limited)
Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503

REACH US @		
 Care Health- Customer App	 WhatsApp 8860402452	Self Help Portal: www.careinsurance.com/self-help-portal.html Submit Your Queries/Requests: www.careinsurance.com/contact-us.html

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

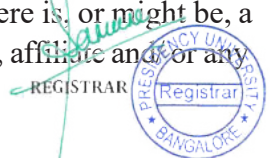
9. Age of Retirement: Your age of retirement will be 58 years and you shall stand relieved on retirement at the end of the month in which you attain the age of 58 years. However, at the sole discretion of the company retirement date can be extended on case to case to basis.

10. Whole Time and Attention: During your employment with the Company you shall devote your best efforts for promoting the Company's (and of any other relevant Group Company, affiliate and/ or business associate of the Company) business and may not without prior written consent of the Company (and subject to any terms and conditions the Company may impose) engage or be interested (directly or indirectly) in any other business or employment.

11. Leave: In addition to public holidays observed by the Company, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing leave policy, prorated from your date of joining. The Company is covered by the Maternity Benefit Act, 1961 and the eligible employees will be entitled to the benefits like maternity leave as per the amended provisions of the Maternity Benefit Act save and except those who are covered by ESI Act since they will be entitled to the benefits as per the applicable said Act.

12. Confidentiality: You shall not during the course or even after cessation of your employment with the Company or any time thereafter, use or disclose to any other Company, firm or person, any of the business or affairs of the Company, nor shall you without the consent of the Company, publish any book, booklet, brochure or any other publication, whether for remuneration or otherwise, relating to the affairs of the Company or to your work in the Company. You shall also not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, information or documents, official or otherwise relating to the Company or its subsidiaries, except with prior approval. Any breach of this clause would be viewed with severity by the Management and a strict action shall be taken by the Company You may also be also required to execute and sign a separate Maintenance or Non-Disclosure Agreement.

13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

14. Company Policies: You will be governed by the Company's policies, as applicable at your grade. The Company reserves the right to amend the policies from time to time. You are advised to keep yourself updated on these policies which are available online.

15. Return of Company Property: You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. You shall not keep any copies of these items.

16. Monitoring Policy: As per Company Policy, telephone conversations of employees may be recorded and monitored for the purpose of creating record of transactions, and for compliance purposes. Any recordings will be stored securely, and will not be disclosed outside the group companies, except as required by law.

Further please note that the emails sent to you and by you may be monitored, from time to time, for the purposes of identifying any non-compliance with company policies, or applicable laws.

Any data of customers, partners, employee or company contact data is strictly prohibited for circulation to anyone outside the Company and also you should restrain the circulation of data even for internal purpose except to the concerned employees of the Company.

If such monitoring discloses any breaches of any law or company policies disciplinary action may follow, including termination from the employment.

During Employment or cessation of your employment you cannot share any such data of the company pertaining to its customers, partners, employees, sensitive information

17. Intellectual Property: Subject to any relevant legislation, if at any time in the course of your employment you make or discover or participate in the making or discovery of any letters patent, trademarks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.

All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

The employee shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to product



information, process information, customer lists, employee details, company policies and procedures and financial information (including results, budgets and other financial plans and systems).

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a. committed any act of gross misconduct; or

b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or

c. been guilty of conduct tending to bring yourself or the company into disrepute; or

d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or

e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or

f. cease to hold the qualifications necessary for you to carry out your work with the company; or

g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or

h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or

i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.

j. been found inefficient or lower performer as compared to other employees of your category.

In all such aforementioned cases you shall not be entitled to any notice period or payment in lieu thereof.

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21. Non Solicitation: You shall not at any time during the term of your employment with the Company or thereafter for a period of six months after cessation of your employment, directly or indirectly solicit the Company's (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) personnel to leave the employment of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) or apply for employment with any third party or encourage such personnel of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to take any action or inaction that may adversely impact the performance or reputation of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) of its obligations under this Letter of Appointment and / or any other contract or adversely impact the ability of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to carry out its normal business activities.

22. Others: 1. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company, JV partners various regulatory and statutory bodies.

2. In the event of you being found acting in breach of your terms of appointment or indulged in an act of misconduct or an act that has brought disrepute to the organization, you shall render yourself liable for a disciplinary action as per the rules as applicable.

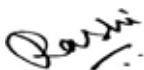
3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. Joining Formalities: As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).
2. Copies of all years mark sheets of the highest qualification/Degree certificate
3. Copy of previous employer Salary Slip
4. Copy of Relieving Letter / Endorsed Resignation letter.
5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit
6. Copy of PAN Card
7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**
(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **Astitva Lohani**




REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Head - Talent Acquisition & Talent Management

Annexure: 1

	Per Annum	Per Month
BASIC	180000	15000
ALLOWANCES		
House Rent Allowance	90000	7500
Education Allowance	19692	1641
<u>MONTHLY GROSS *</u>		25695
<u>BENEFITS:CONTRIBUTION BY ORGANISATION</u>		
Statutory Bonus	18648	1554
Provident Fund	21600	1800
Gratuity	8664	722
GMC	11400	950
TOTAL FIXED COST(TFC)	350004	

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* The following amount will be deducted from your monthly gross as your contribution towards statutory benefits

PF - 1800

** Leave Travel Allowance or Medical Allowance (if applicable) will be paid as monthly components

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- **Participation in Incentive/Bonus Schemes** You are eligible to participate in the Company's Annual Incentive/Bonus Plan subject to the terms and conditions of such Plan and any amendments as may be made from time to time.
- **Deductions** The Company may during your employment, or on termination for whatever reason, deduct from your remuneration any monies due from you to the Company including but not limited to:
 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

Samir Himanshuvich Kkhandelval

Dear Samir,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
- 5. Medical:** You may be required to undergo medical examination by a Company appointed medical practitioner as and when directed by the Company and to comply with rules and instructions in the matter. Your services may be terminated without notice if the Company considers you unsuitable for retention in service on medical grounds.

Care Health Insurance Limited
(Formerly Religare Health Insurance Company Limited)
Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503

REACH US @

 Care Health- Customer App	 WhatsApp 8860402452	Self Help Portal: www.careinsurance.com/self-help-portal.html Submit Your Queries/Requests: www.careinsurance.com/contact-us.html
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Samir
REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

9. Age of Retirement: Your age of retirement will be 58 years and you shall stand relieved on retirement at the end of the month in which you attain the age of 58 years. However, at the sole discretion of the company retirement date can be extended on case to case to basis.

10. Whole Time and Attention: During your employment with the Company you shall devote your best efforts for promoting the Company's (and of any other relevant Group Company, affiliate and/ or business associate of the Company) business and may not without prior written consent of the Company (and subject to any terms and conditions the Company may impose) engage or be interested (directly or indirectly) in any other business or employment.

11. Leave: In addition to public holidays observed by the Company, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing leave policy, prorated from your date of joining. The Company is covered by the Maternity Benefit Act, 1961 and the eligible employees will be entitled to the benefits like maternity leave as per the amended provisions of the Maternity Benefit Act save and except those who are covered by ESI Act since they will be entitled to the benefits as per the applicable said Act.

12. Confidentiality: You shall not during the course or even after cessation of your employment with the Company or any time thereafter, use or disclose to any other Company, firm or person, any of the business or affairs of the Company, nor shall you without the consent of the Company, publish any book, booklet, brochure or any other publication, whether for remuneration or otherwise, relating to the affairs of the Company or to your work in the Company. You shall also not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, information or documents, official or otherwise relating to the Company or its subsidiaries, except with prior approval. Any breach of this clause would be viewed with severity by the Management and a strict action shall be taken by the Company You may also be also required to execute and sign a separate Maintenance or Non-Disclosure Agreement.

13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

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15. Return of Company Property: You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. You shall not keep any copies of these items.

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Further please note that the emails sent to you and by you may be monitored, from time to time, for the purposes of identifying any non-compliance with company policies, or applicable laws.

Any data of customers, partners, employee or company contact data is strictly prohibited for circulation to anyone outside the Company and also you should restrain the circulation of data even for internal purpose except to the concerned employees of the Company.

If such monitoring discloses any breaches of any law or company policies disciplinary action may follow, including termination from the employment.

During Employment or cessation of your employment you cannot share any such data of the company pertaining to its customers, partners, employees, sensitive information

17. Intellectual Property: Subject to any relevant legislation, if at any time in the course of your employment you make or discover or participate in the making or discovery of any letters patent, trademarks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.

All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

The employee shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to product



information, process information, customer lists, employee details, company policies and procedures and financial information (including results, budgets and other financial plans and systems).

18. Notice Period: In case either the employer or the employee wishes to terminate the employment contract, a notice of 90 days should be served in writing by the party who wishes to terminate the contract to the other party. The Company depending on the business context and its sole discretion may allow you to pay the equivalent of the Total Fixed Cost (TFC) (*excluding gratuity and GMC if applicable*) amount in lieu of any period and / or adjust notice period against your leave balance subject to satisfactory handing over of the charges to your superior.

Notice period during probation would be 7 days or equivalent of the TFC (*excluding gratuity*) in lieu of notice.

19. Termination: 1. If any time during the course of your employment it is found that you have made a false or an incomplete declaration as regards to your qualifications/ experience and other details, your appointment will be treated void *ab initio* and you shall cease to be on the rolls of the company with immediate effect. In that case you shall not be entitled to any notice period or payment in lieu thereof.

2. If any time during the course of your employment, it is found that you have:

- a. committed any act of gross misconduct; or
- b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or
- c. been guilty of conduct tending to bring yourself or the company into disrepute; or
- d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or
- e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or
- f. cease to hold the qualifications necessary for you to carry out your work with the company; or
- g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or
- h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or
- i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.
- j. been found inefficient or lower performer as compared to other employees of your category.

In all such aforementioned cases you shall not be entitled to any notice period or payment in lieu thereof.

20. Performance Monitoring: You are required to deliver performance up to the expected levels as per the targets entrusted to you by reporting officer from time to time. In case your performance is not found to be satisfactory, you will be put under an appropriate Performance Improvement Plan. In case your performance does not improve even after you are put on such plan, the Company will review the matter of continuance of your employment and take appropriate action, including but not limited to termination.


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BANGALORE

21. Non Solicitation: You shall not at any time during the term of your employment with the Company or thereafter for a period of six months after cessation of your employment, directly or indirectly solicit the Company's (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) personnel to leave the employment of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) or apply for employment with any third party or encourage such personnel of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to take any action or inaction that may adversely impact the performance or reputation of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) of its obligations under this Letter of Appointment and / or any other contract or adversely impact the ability of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to carry out its normal business activities.

22. Others: 1. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company, JV partners various regulatory and statutory bodies.

2. In the event of you being found acting in breach of your terms of appointment or indulged in an act of misconduct or an act that has brought disrepute to the organization, you shall render yourself liable for a disciplinary action as per the rules as applicable.

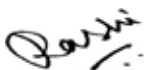
3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. Joining Formalities: As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).
2. Copies of all years mark sheets of the highest qualification/Degree certificate
3. Copy of previous employer Salary Slip
4. Copy of Relieving Letter / Endorsed Resignation letter.
5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit
6. Copy of PAN Card
7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**
(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **Samir Himanshuvich**



Head - Talent Acquisition & Talent Management

Annexure: 1

	Per Annum	Per Month
BASIC	180000	15000
ALLOWANCES		
House Rent Allowance	90000	7500
Education Allowance	19692	1641
<u>MONTHLY GROSS *</u>		25695
<u>BENEFITS:CONTRIBUTION BY ORGANISATION</u>		
Statutory Bonus	18648	1554
Provident Fund	21600	1800
Gratuity	8664	722
GMC	11400	950
TOTAL FIXED COST(TFC)	350004	

0

* The following amount will be deducted from your monthly gross as your contribution towards statutory benefits

PF - 1800

** Leave Travel Allowance or Medical Allowance (if applicable) will be paid as monthly components

*** Gratuity (if applicable) - As per Gratuity Act, payable only after completion of 5 continuous years of service in organization.

- **Participation in Incentive/Bonus Schemes** You are eligible to participate in the Company's Annual Incentive/Bonus Plan subject to the terms and conditions of such Plan and any amendments as may be made from time to time.
- **Deductions** The Company may during your employment, or on termination for whatever reason, deduct from your remuneration any monies due from you to the Company including but not limited to:
 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

Bushra Fatima

Dear Fatima,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
- 5. Medical:** You may be required to undergo medical examination by a Company appointed medical practitioner as and when directed by the Company and to comply with rules and instructions in the matter. Your services may be terminated without notice if the Company considers you unsuitable for retention in service on medical grounds.

Care Health Insurance Limited
(Formerly Religare Health Insurance Company Limited)
Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503

REACH US @		
 Care Health- Customer App	 WhatsApp 8860402452	Self Help Portal: www.careinsurance.com/self-help-portal.html Submit Your Queries/Requests: www.careinsurance.com/contact-us.html

Sanne
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PRESIDENCY UNIVERSITY
Registrar
BANGALORE

6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

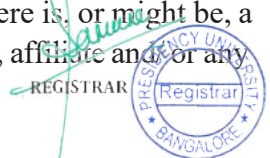
9. Age of Retirement: Your age of retirement will be 58 years and you shall stand relieved on retirement at the end of the month in which you attain the age of 58 years. However, at the sole discretion of the company retirement date can be extended on case to case to basis.

10. Whole Time and Attention: During your employment with the Company you shall devote your best efforts for promoting the Company's (and of any other relevant Group Company, affiliate and/ or business associate of the Company) business and may not without prior written consent of the Company (and subject to any terms and conditions the Company may impose) engage or be interested (directly or indirectly) in any other business or employment.

11. Leave: In addition to public holidays observed by the Company, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing leave policy, prorated from your date of joining. The Company is covered by the Maternity Benefit Act, 1961 and the eligible employees will be entitled to the benefits like maternity leave as per the amended provisions of the Maternity Benefit Act save and except those who are covered by ESI Act since they will be entitled to the benefits as per the applicable said Act.

12. Confidentiality: You shall not during the course or even after cessation of your employment with the Company or any time thereafter, use or disclose to any other Company, firm or person, any of the business or affairs of the Company, nor shall you without the consent of the Company, publish any book, booklet, brochure or any other publication, whether for remuneration or otherwise, relating to the affairs of the Company or to your work in the Company. You shall also not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, information or documents, official or otherwise relating to the Company or its subsidiaries, except with prior approval. Any breach of this clause would be viewed with severity by the Management and a strict action shall be taken by the Company You may also be also required to execute and sign a separate Maintenance or Non-Disclosure Agreement.

13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

14. Company Policies: You will be governed by the Company's policies, as applicable at your grade. The Company reserves the right to amend the policies from time to time. You are advised to keep yourself updated on these policies which are available online.

15. Return of Company Property: You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. You shall not keep any copies of these items.

16. Monitoring Policy: As per Company Policy, telephone conversations of employees may be recorded and monitored for the purpose of creating record of transactions, and for compliance purposes. Any recordings will be stored securely, and will not be disclosed outside the group companies, except as required by law.

Further please note that the emails sent to you and by you may be monitored, from time to time, for the purposes of identifying any non-compliance with company policies, or applicable laws.

Any data of customers, partners, employee or company contact data is strictly prohibited for circulation to anyone outside the Company and also you should restrain the circulation of data even for internal purpose except to the concerned employees of the Company.

If such monitoring discloses any breaches of any law or company policies disciplinary action may follow, including termination from the employment.

During Employment or cessation of your employment you cannot share any such data of the company pertaining to its customers, partners, employees, sensitive information

17. Intellectual Property: Subject to any relevant legislation, if at any time in the course of your employment you make or discover or participate in the making or discovery of any letters patent, trademarks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.

All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

The employee shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to product



information, process information, customer lists, employee details, company policies and procedures and financial information (including results, budgets and other financial plans and systems).

18. Notice Period: In case either the employer or the employee wishes to terminate the employment contract, a notice of 90 days should be served in writing by the party who wishes to terminate the contract to the other party. The Company depending on the business context and its sole discretion may allow you to pay the equivalent of the Total Fixed Cost (TFC) (*excluding gratuity and GMC if applicable*) amount in lieu of any period and / or adjust notice period against your leave balance subject to satisfactory handing over of the charges to your superior.

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- a. committed any act of gross misconduct; or
- b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or
- c. been guilty of conduct tending to bring yourself or the company into disrepute; or
- d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or
- e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or
- f. cease to hold the qualifications necessary for you to carry out your work with the company; or
- g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or
- h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or
- i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.
- j. been found inefficient or lower performer as compared to other employees of your category.

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BANGALORE

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22. Others: 1. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company, JV partners various regulatory and statutory bodies.

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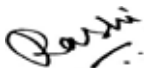
3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. Joining Formalities: As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).
2. Copies of all years mark sheets of the highest qualification/Degree certificate
3. Copy of previous employer Salary Slip
4. Copy of Relieving Letter / Endorsed Resignation letter.
5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit
6. Copy of PAN Card
7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**
(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **Bushra Fatima**




REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

Head - Talent Acquisition & Talent Management

Annexure: 1

	Per Annum	Per Month
BASIC	180000	15000
ALLOWANCES		
House Rent Allowance	90000	7500
Education Allowance	19692	1641
<u>MONTHLY GROSS *</u>		25695
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* The following amount will be deducted from your monthly gross as your contribution towards statutory benefits

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** Leave Travel Allowance or Medical Allowance (if applicable) will be paid as monthly components

*** Gratuity (if applicable) - As per Gratuity Act, payable only after completion of 5 continuous years of service in organization.

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- **Deductions** The Company may during your employment, or on termination for whatever reason, deduct from your remuneration any monies due from you to the Company including but not limited to:
 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

Kushi Girish

Dear Kushi,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
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Care Health Insurance Limited
(Formerly Religare Health Insurance Company Limited)
Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503

REACH US @

 Care Health- Customer App	 WhatsApp 8860402452	Self Help Portal: www.careinsurance.com/self-help-portal.html Submit Your Queries/Requests: www.careinsurance.com/contact-us.html
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Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

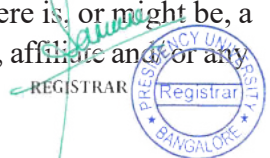
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10. Whole Time and Attention: During your employment with the Company you shall devote your best efforts for promoting the Company's (and of any other relevant Group Company, affiliate and/ or business associate of the Company) business and may not without prior written consent of the Company (and subject to any terms and conditions the Company may impose) engage or be interested (directly or indirectly) in any other business or employment.

11. Leave: In addition to public holidays observed by the Company, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing leave policy, prorated from your date of joining. The Company is covered by the Maternity Benefit Act, 1961 and the eligible employees will be entitled to the benefits like maternity leave as per the amended provisions of the Maternity Benefit Act save and except those who are covered by ESI Act since they will be entitled to the benefits as per the applicable said Act.

12. Confidentiality: You shall not during the course or even after cessation of your employment with the Company or any time thereafter, use or disclose to any other Company, firm or person, any of the business or affairs of the Company, nor shall you without the consent of the Company, publish any book, booklet, brochure or any other publication, whether for remuneration or otherwise, relating to the affairs of the Company or to your work in the Company. You shall also not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, information or documents, official or otherwise relating to the Company or its subsidiaries, except with prior approval. Any breach of this clause would be viewed with severity by the Management and a strict action shall be taken by the Company You may also be also required to execute and sign a separate Maintenance or Non-Disclosure Agreement.

13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

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15. Return of Company Property: You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. You shall not keep any copies of these items.

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If such monitoring discloses any breaches of any law or company policies disciplinary action may follow, including termination from the employment.

During Employment or cessation of your employment you cannot share any such data of the company pertaining to its customers, partners, employees, sensitive information

17. Intellectual Property: Subject to any relevant legislation, if at any time in the course of your employment you make or discover or participate in the making or discovery of any letters patent, trademarks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.

All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

The employee shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to product



information, process information, customer lists, employee details, company policies and procedures and financial information (including results, budgets and other financial plans and systems).

18. Notice Period: In case either the employer or the employee wishes to terminate the employment contract, a notice of 90 days should be served in writing by the party who wishes to terminate the contract to the other party. The Company depending on the business context and its sole discretion may allow you to pay the equivalent of the Total Fixed Cost (TFC) (*excluding gratuity and GMC if applicable*) amount in lieu of any period and / or adjust notice period against your leave balance subject to satisfactory handing over of the charges to your superior.

Notice period during probation would be 7 days or equivalent of the TFC (*excluding gratuity*) in lieu of notice.

19. Termination: 1. If any time during the course of your employment it is found that you have made a false or an incomplete declaration as regards to your qualifications/ experience and other details, your appointment will be treated void *ab initio* and you shall cease to be on the rolls of the company with immediate effect. In that case you shall not be entitled to any notice period or payment in lieu thereof.

2. If any time during the course of your employment, it is found that you have:

- a. committed any act of gross misconduct; or
- b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or
- c. been guilty of conduct tending to bring yourself or the company into disrepute; or
- d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or
- e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or
- f. cease to hold the qualifications necessary for you to carry out your work with the company; or
- g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or
- h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or
- i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.
- j. been found inefficient or lower performer as compared to other employees of your category.

In all such aforementioned cases you shall not be entitled to any notice period or payment in lieu thereof.

20. Performance Monitoring: You are required to deliver performance up to the expected levels as per the targets entrusted to you by reporting officer from time to time. In case your performance is not found to be satisfactory, you will be put under an appropriate Performance Improvement Plan. In case your performance does not improve even after you are put on such plan, the Company will review the matter of continuance of your employment and take appropriate action, including but not limited to termination.


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21. **Non Solicitation:** You shall not at any time during the term of your employment with the Company or thereafter for a period of six months after cessation of your employment, directly or indirectly solicit the Company's (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) personnel to leave the employment of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) or apply for employment with any third party or encourage such personnel of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to take any action or inaction that may adversely impact the performance or reputation of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) of its obligations under this Letter of Appointment and / or any other contract or adversely impact the ability of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to carry out its normal business activities.

22. **Others:** 1. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company, JV partners various regulatory and statutory bodies.

2. In the event of you being found acting in breach of your terms of appointment or indulged in an act of misconduct or an act that has brought disrepute to the organization, you shall render yourself liable for a disciplinary action as per the rules as applicable.

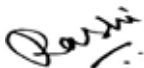
3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. **Joining Formalities:** As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).
2. Copies of all years mark sheets of the highest qualification/Degree certificate
3. Copy of previous employer Salary Slip
4. Copy of Relieving Letter / Endorsed Resignation letter.
5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit
6. Copy of PAN Card
7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**
(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **Kushi Girish**




REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Head - Talent Acquisition & Talent Management

Annexure: 1

	Per Annum	Per Month
BASIC	180000	15000
ALLOWANCES		
House Rent Allowance	90000	7500
Education Allowance	19692	1641
<u>MONTHLY GROSS *</u>		25695
<u>BENEFITS:CONTRIBUTION BY ORGANISATION</u>		
Statutory Bonus	18648	1554
Provident Fund	21600	1800
Gratuity	8664	722
GMC	11400	950
TOTAL FIXED COST(TFC)	350004	

0

* The following amount will be deducted from your monthly gross as your contribution towards statutory benefits

PF - 1800

** Leave Travel Allowance or Medical Allowance (if applicable) will be paid as monthly components

*** Gratuity (if applicable) - As per Gratuity Act, payable only after completion of 5 continuous years of service in organization.

- **Participation in Incentive/Bonus Schemes** You are eligible to participate in the Company's Annual Incentive/Bonus Plan subject to the terms and conditions of such Plan and any amendments as may be made from time to time.
- **Deductions** The Company may during your employment, or on termination for whatever reason, deduct from your remuneration any monies due from you to the Company including but not limited to:
 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

L Yogesh

Dear Yogesh,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
- 5. Medical:** You may be required to undergo medical examination by a Company appointed medical practitioner as and when directed by the Company and to comply with rules and instructions in the matter. Your services may be terminated without notice if the Company considers you unsuitable for retention in service on medical grounds.

Care Health Insurance Limited
(Formerly Religare Health Insurance Company Limited)
Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503

REACH US @

 Care Health- Customer App	 WhatsApp 8860402452	Self Help Portal: www.careinsurance.com/self-help-portal.html Submit Your Queries/Requests: www.careinsurance.com/contact-us.html
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BANGALORE

6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

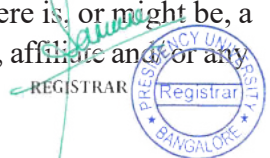
9. Age of Retirement: Your age of retirement will be 58 years and you shall stand relieved on retirement at the end of the month in which you attain the age of 58 years. However, at the sole discretion of the company retirement date can be extended on case to case to basis.

10. Whole Time and Attention: During your employment with the Company you shall devote your best efforts for promoting the Company's (and of any other relevant Group Company, affiliate and/ or business associate of the Company) business and may not without prior written consent of the Company (and subject to any terms and conditions the Company may impose) engage or be interested (directly or indirectly) in any other business or employment.

11. Leave: In addition to public holidays observed by the Company, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing leave policy, prorated from your date of joining. The Company is covered by the Maternity Benefit Act, 1961 and the eligible employees will be entitled to the benefits like maternity leave as per the amended provisions of the Maternity Benefit Act save and except those who are covered by ESI Act since they will be entitled to the benefits as per the applicable said Act.

12. Confidentiality: You shall not during the course or even after cessation of your employment with the Company or any time thereafter, use or disclose to any other Company, firm or person, any of the business or affairs of the Company, nor shall you without the consent of the Company, publish any book, booklet, brochure or any other publication, whether for remuneration or otherwise, relating to the affairs of the Company or to your work in the Company. You shall also not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, information or documents, official or otherwise relating to the Company or its subsidiaries, except with prior approval. Any breach of this clause would be viewed with severity by the Management and a strict action shall be taken by the Company You may also be also required to execute and sign a separate Maintenance or Non-Disclosure Agreement.

13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

14. Company Policies: You will be governed by the Company's policies, as applicable at your grade. The Company reserves the right to amend the policies from time to time. You are advised to keep yourself updated on these policies which are available online.

15. Return of Company Property: You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. You shall not keep any copies of these items.

16. Monitoring Policy: As per Company Policy, telephone conversations of employees may be recorded and monitored for the purpose of creating record of transactions, and for compliance purposes. Any recordings will be stored securely, and will not be disclosed outside the group companies, except as required by law.

Further please note that the emails sent to you and by you may be monitored, from time to time, for the purposes of identifying any non-compliance with company policies, or applicable laws.

Any data of customers, partners, employee or company contact data is strictly prohibited for circulation to anyone outside the Company and also you should restrain the circulation of data even for internal purpose except to the concerned employees of the Company.

If such monitoring discloses any breaches of any law or company policies disciplinary action may follow, including termination from the employment.

During Employment or cessation of your employment you cannot share any such data of the company pertaining to its customers, partners, employees, sensitive information

17. Intellectual Property: Subject to any relevant legislation, if at any time in the course of your employment you make or discover or participate in the making or discovery of any letters patent, trademarks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.

All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

The employee shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to product



information, process information, customer lists, employee details, company policies and procedures and financial information (including results, budgets and other financial plans and systems).

18. Notice Period: In case either the employer or the employee wishes to terminate the employment contract, a notice of 90 days should be served in writing by the party who wishes to terminate the contract to the other party. The Company depending on the business context and its sole discretion may allow you to pay the equivalent of the Total Fixed Cost (TFC) (*excluding gratuity and GMC if applicable*) amount in lieu of any period and / or adjust notice period against your leave balance subject to satisfactory handing over of the charges to your superior.

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2. If any time during the course of your employment, it is found that you have:

a. committed any act of gross misconduct; or

b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or

c. been guilty of conduct tending to bring yourself or the company into disrepute; or

d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or

e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or

f. cease to hold the qualifications necessary for you to carry out your work with the company; or

g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or

h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or

i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.

j. been found inefficient or lower performer as compared to other employees of your category.

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20. Performance Monitoring: You are required to deliver performance up to the expected levels as per the targets entrusted to you by reporting officer from time to time. In case your performance is not found to be satisfactory, you will be put under an appropriate Performance Improvement Plan. In case your performance does not improve even after you are put on such plan, the Company will review the matter of continuance of your employment and take appropriate action, including but not limited to termination.


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22. Others: 1. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company, JV partners various regulatory and statutory bodies.

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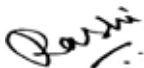
3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. Joining Formalities: As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).
2. Copies of all years mark sheets of the highest qualification/Degree certificate
3. Copy of previous employer Salary Slip
4. Copy of Relieving Letter / Endorsed Resignation letter.
5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit
6. Copy of PAN Card
7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**
(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **L Yogesh**




REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Head - Talent Acquisition & Talent Management

Annexure: 1

	Per Annum	Per Month
BASIC	180000	15000
ALLOWANCES		
House Rent Allowance	90000	7500
Education Allowance	19692	1641
<u>MONTHLY GROSS *</u>		25695
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TOTAL FIXED COST(TFC)	350004	

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* The following amount will be deducted from your monthly gross as your contribution towards statutory benefits

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- **Deductions** The Company may during your employment, or on termination for whatever reason, deduct from your remuneration any monies due from you to the Company including but not limited to:
 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

A V N Pavithra

Dear Pavithra,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
- 5. Medical:** You may be required to undergo medical examination by a Company appointed medical practitioner as and when directed by the Company and to comply with rules and instructions in the matter. Your services may be terminated without notice if the Company considers you unsuitable for retention in service on medical grounds.

Care Health Insurance Limited
(Formerly Religare Health Insurance Company Limited)
Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503



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BANGALORE

6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

9. Age of Retirement: Your age of retirement will be 58 years and you shall stand relieved on retirement at the end of the month in which you attain the age of 58 years. However, at the sole discretion of the company retirement date can be extended on case to case to basis.

10. Whole Time and Attention: During your employment with the Company you shall devote your best efforts for promoting the Company's (and of any other relevant Group Company, affiliate and/ or business associate of the Company) business and may not without prior written consent of the Company (and subject to any terms and conditions the Company may impose) engage or be interested (directly or indirectly) in any other business or employment.

11. Leave: In addition to public holidays observed by the Company, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing leave policy, prorated from your date of joining. The Company is covered by the Maternity Benefit Act, 1961 and the eligible employees will be entitled to the benefits like maternity leave as per the amended provisions of the Maternity Benefit Act save and except those who are covered by ESI Act since they will be entitled to the benefits as per the applicable said Act.

12. Confidentiality: You shall not during the course or even after cessation of your employment with the Company or any time thereafter, use or disclose to any other Company, firm or person, any of the business or affairs of the Company, nor shall you without the consent of the Company, publish any book, booklet, brochure or any other publication, whether for remuneration or otherwise, relating to the affairs of the Company or to your work in the Company. You shall also not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, information or documents, official or otherwise relating to the Company or its subsidiaries, except with prior approval. Any breach of this clause would be viewed with severity by the Management and a strict action shall be taken by the Company You may also be also required to execute and sign a separate Maintenance or Non-Disclosure Agreement.

13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

14. Company Policies: You will be governed by the Company's policies, as applicable at your grade. The Company reserves the right to amend the policies from time to time. You are advised to keep yourself updated on these policies which are available online.

15. Return of Company Property: You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. You shall not keep any copies of these items.

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Further please note that the emails sent to you and by you may be monitored, from time to time, for the purposes of identifying any non-compliance with company policies, or applicable laws.

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If such monitoring discloses any breaches of any law or company policies disciplinary action may follow, including termination from the employment.

During Employment or cessation of your employment you cannot share any such data of the company pertaining to its customers, partners, employees, sensitive information

17. Intellectual Property: Subject to any relevant legislation, if at any time in the course of your employment you make or discover or participate in the making or discovery of any letters patent, trademarks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.

All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

The employee shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to product



information, process information, customer lists, employee details, company policies and procedures and financial information (including results, budgets and other financial plans and systems).

18. Notice Period: In case either the employer or the employee wishes to terminate the employment contract, a notice of 90 days should be served in writing by the party who wishes to terminate the contract to the other party. The Company depending on the business context and its sole discretion may allow you to pay the equivalent of the Total Fixed Cost (TFC) (*excluding gratuity and GMC if applicable*) amount in lieu of any period and / or adjust notice period against your leave balance subject to satisfactory handing over of the charges to your superior.

Notice period during probation would be 7 days or equivalent of the TFC (*excluding gratuity*) in lieu of notice.

19. Termination: 1. If any time during the course of your employment it is found that you have made a false or an incomplete declaration as regards to your qualifications/ experience and other details, your appointment will be treated void *ab initio* and you shall cease to be on the rolls of the company with immediate effect. In that case you shall not be entitled to any notice period or payment in lieu thereof.

2. If any time during the course of your employment, it is found that you have:

- a. committed any act of gross misconduct; or
- b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or
- c. been guilty of conduct tending to bring yourself or the company into disrepute; or
- d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or
- e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or
- f. cease to hold the qualifications necessary for you to carry out your work with the company; or
- g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or
- h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or
- i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.
- j. been found inefficient or lower performer as compared to other employees of your category.

In all such aforementioned cases you shall not be entitled to any notice period or payment in lieu thereof.

20. Performance Monitoring: You are required to deliver performance up to the expected levels as per the targets entrusted to you by reporting officer from time to time. In case your performance is not found to be satisfactory, you will be put under an appropriate Performance Improvement Plan. In case your performance does not improve even after you are put on such plan, the Company will review the matter of continuance of your employment and take appropriate action, including but not limited to termination.



21. Non Solicitation: You shall not at any time during the term of your employment with the Company or thereafter for a period of six months after cessation of your employment, directly or indirectly solicit the Company's (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) personnel to leave the employment of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) or apply for employment with any third party or encourage such personnel of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to take any action or inaction that may adversely impact the performance or reputation of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) of its obligations under this Letter of Appointment and / or any other contract or adversely impact the ability of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to carry out its normal business activities.

22. Others: 1. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company, JV partners various regulatory and statutory bodies.

2. In the event of you being found acting in breach of your terms of appointment or indulged in an act of misconduct or an act that has brought disrepute to the organization, you shall render yourself liable for a disciplinary action as per the rules as applicable.

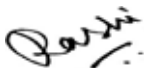
3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. Joining Formalities: As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).
2. Copies of all years mark sheets of the highest qualification/Degree certificate
3. Copy of previous employer Salary Slip
4. Copy of Relieving Letter / Endorsed Resignation letter.
5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit
6. Copy of PAN Card
7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**
(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **A V N Pavithra**




REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

Head - Talent Acquisition & Talent Management

Annexure: 1

	Per Annum	Per Month
BASIC	180000	15000
ALLOWANCES		
House Rent Allowance	90000	7500
Education Allowance	19692	1641
<u>MONTHLY GROSS *</u>		25695
<u>BENEFITS:CONTRIBUTION BY ORGANISATION</u>		
Statutory Bonus	18648	1554
Provident Fund	21600	1800
Gratuity	8664	722
GMC	11400	950
TOTAL FIXED COST(TFC)	350004	

0

* The following amount will be deducted from your monthly gross as your contribution towards statutory benefits

PF - 1800

** Leave Travel Allowance or Medical Allowance (if applicable) will be paid as monthly components

*** Gratuity (if applicable) - As per Gratuity Act, payable only after completion of 5 continuous years of service in organization.

- **Participation in Incentive/Bonus Schemes** You are eligible to participate in the Company's Annual Incentive/Bonus Plan subject to the terms and conditions of such Plan and any amendments as may be made from time to time.
- **Deductions** The Company may during your employment, or on termination for whatever reason, deduct from your remuneration any monies due from you to the Company including but not limited to:
 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

Guggilla Uday Venkata Satya Kesava Sai

Dear Kesava Sai,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
- 5. Medical:** You may be required to undergo medical examination by a Company appointed medical practitioner as and when directed by the Company and to comply with rules and instructions in the matter. Your services may be terminated without notice if the Company considers you unsuitable for retention in service on medical grounds.

Care Health Insurance Limited
(Formerly Religare Health Insurance Company Limited)
Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503

REACH US @		
 Care Health- Customer App	 WhatsApp 8860402452	Self Help Portal: www.careinsurance.com/self-help-portal.html Submit Your Queries/Requests: www.careinsurance.com/contact-us.html

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Bangalore

6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

9. Age of Retirement: Your age of retirement will be 58 years and you shall stand relieved on retirement at the end of the month in which you attain the age of 58 years. However, at the sole discretion of the company retirement date can be extended on case to case to basis.

10. Whole Time and Attention: During your employment with the Company you shall devote your best efforts for promoting the Company's (and of any other relevant Group Company, affiliate and/ or business associate of the Company) business and may not without prior written consent of the Company (and subject to any terms and conditions the Company may impose) engage or be interested (directly or indirectly) in any other business or employment.

11. Leave: In addition to public holidays observed by the Company, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing leave policy, prorated from your date of joining. The Company is covered by the Maternity Benefit Act, 1961 and the eligible employees will be entitled to the benefits like maternity leave as per the amended provisions of the Maternity Benefit Act save and except those who are covered by ESI Act since they will be entitled to the benefits as per the applicable said Act.

12. Confidentiality: You shall not during the course or even after cessation of your employment with the Company or any time thereafter, use or disclose to any other Company, firm or person, any of the business or affairs of the Company, nor shall you without the consent of the Company, publish any book, booklet, brochure or any other publication, whether for remuneration or otherwise, relating to the affairs of the Company or to your work in the Company. You shall also not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, information or documents, official or otherwise relating to the Company or its subsidiaries, except with prior approval. Any breach of this clause would be viewed with severity by the Management and a strict action shall be taken by the Company You may also be also required to execute and sign a separate Maintenance or Non-Disclosure Agreement.

13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

14. Company Policies: You will be governed by the Company's policies, as applicable at your grade. The Company reserves the right to amend the policies from time to time. You are advised to keep yourself updated on these policies which are available online.

15. Return of Company Property: You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. You shall not keep any copies of these items.

16. Monitoring Policy: As per Company Policy, telephone conversations of employees may be recorded and monitored for the purpose of creating record of transactions, and for compliance purposes. Any recordings will be stored securely, and will not be disclosed outside the group companies, except as required by law.

Further please note that the emails sent to you and by you may be monitored, from time to time, for the purposes of identifying any non-compliance with company policies, or applicable laws.

Any data of customers, partners, employee or company contact data is strictly prohibited for circulation to anyone outside the Company and also you should restrain the circulation of data even for internal purpose except to the concerned employees of the Company.

If such monitoring discloses any breaches of any law or company policies disciplinary action may follow, including termination from the employment.

During Employment or cessation of your employment you cannot share any such data of the company pertaining to its customers, partners, employees, sensitive information

17. Intellectual Property: Subject to any relevant legislation, if at any time in the course of your employment you make or discover or participate in the making or discovery of any letters patent, trademarks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.

All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

The employee shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to product



information, process information, customer lists, employee details, company policies and procedures and financial information (including results, budgets and other financial plans and systems).

18. Notice Period: In case either the employer or the employee wishes to terminate the employment contract, a notice of 90 days should be served in writing by the party who wishes to terminate the contract to the other party. The Company depending on the business context and its sole discretion may allow you to pay the equivalent of the Total Fixed Cost (TFC) (*excluding gratuity and GMC if applicable*) amount in lieu of any period and / or adjust notice period against your leave balance subject to satisfactory handing over of the charges to your superior.

Notice period during probation would be 7 days or equivalent of the TFC (*excluding gratuity*) in lieu of notice.

19. Termination: 1. If any time during the course of your employment it is found that you have made a false or an incomplete declaration as regards to your qualifications/ experience and other details, your appointment will be treated void *ab initio* and you shall cease to be on the rolls of the company with immediate effect. In that case you shall not be entitled to any notice period or payment in lieu thereof.

2. If any time during the course of your employment, it is found that you have:

- a. committed any act of gross misconduct; or
- b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or
- c. been guilty of conduct tending to bring yourself or the company into disrepute; or
- d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or
- e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or
- f. cease to hold the qualifications necessary for you to carry out your work with the company; or
- g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or
- h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or
- i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.
- j. been found inefficient or lower performer as compared to other employees of your category.

In all such aforementioned cases you shall not be entitled to any notice period or payment in lieu thereof.

20. Performance Monitoring: You are required to deliver performance up to the expected levels as per the targets entrusted to you by reporting officer from time to time. In case your performance is not found to be satisfactory, you will be put under an appropriate Performance Improvement Plan. In case your performance does not improve even after you are put on such plan, the Company will review the matter of continuance of your employment and take appropriate action, including but not limited to termination.


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BANGALORE

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22. Others: 1. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company, JV partners various regulatory and statutory bodies.

2. In the event of you being found acting in breach of your terms of appointment or indulged in an act of misconduct or an act that has brought disrepute to the organization, you shall render yourself liable for a disciplinary action as per the rules as applicable.

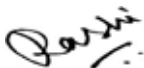
3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. Joining Formalities: As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).
2. Copies of all years mark sheets of the highest qualification/Degree certificate
3. Copy of previous employer Salary Slip
4. Copy of Relieving Letter / Endorsed Resignation letter.
5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit
6. Copy of PAN Card
7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**
(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **G U V Satya Kesava Sai**




REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Head - Talent Acquisition & Talent Management

Annexure: 1

	Per Annum	Per Month
BASIC	180000	15000
ALLOWANCES		
House Rent Allowance	90000	7500
Education Allowance	19692	1641
<u>MONTHLY GROSS *</u>		25695
<u>BENEFITS:CONTRIBUTION BY ORGANISATION</u>		
Statutory Bonus	18648	1554
Provident Fund	21600	1800
Gratuity	8664	722
GMC	11400	950
TOTAL FIXED COST(TFC)	350004	

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* The following amount will be deducted from your monthly gross as your contribution towards statutory benefits

PF - 1800

** Leave Travel Allowance or Medical Allowance (if applicable) will be paid as monthly components

*** Gratuity (if applicable) - As per Gratuity Act, payable only after completion of 5 continuous years of service in organization.

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- **Deductions** The Company may during your employment, or on termination for whatever reason, deduct from your remuneration any monies due from you to the Company including but not limited to:
 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sai
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

Shravan B

Dear Shravan,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
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Care Health Insurance Limited
(Formerly Religare Health Insurance Company Limited)
Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503

REACH US @		
 Care Health- Customer App	 WhatsApp 8860402452	Self Help Portal: www.careinsurance.com/self-help-portal.html Submit Your Queries/Requests: www.careinsurance.com/contact-us.html

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BANGALORE

6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

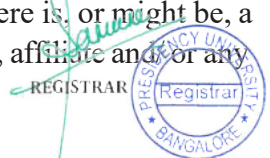
9. Age of Retirement: Your age of retirement will be 58 years and you shall stand relieved on retirement at the end of the month in which you attain the age of 58 years. However, at the sole discretion of the company retirement date can be extended on case to case to basis.

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13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

14. Company Policies: You will be governed by the Company's policies, as applicable at your grade. The Company reserves the right to amend the policies from time to time. You are advised to keep yourself updated on these policies which are available online.

15. Return of Company Property: You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. You shall not keep any copies of these items.

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If such monitoring discloses any breaches of any law or company policies disciplinary action may follow, including termination from the employment.

During Employment or cessation of your employment you cannot share any such data of the company pertaining to its customers, partners, employees, sensitive information

17. Intellectual Property: Subject to any relevant legislation, if at any time in the course of your employment you make or discover or participate in the making or discovery of any letters patent, trademarks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.

All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

The employee shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to product



information, process information, customer lists, employee details, company policies and procedures and financial information (including results, budgets and other financial plans and systems).

18. Notice Period: In case either the employer or the employee wishes to terminate the employment contract, a notice of 90 days should be served in writing by the party who wishes to terminate the contract to the other party. The Company depending on the business context and its sole discretion may allow you to pay the equivalent of the Total Fixed Cost (TFC) (*excluding gratuity and GMC if applicable*) amount in lieu of any period and / or adjust notice period against your leave balance subject to satisfactory handing over of the charges to your superior.

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2. If any time during the course of your employment, it is found that you have:

a. committed any act of gross misconduct; or

b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or

c. been guilty of conduct tending to bring yourself or the company into disrepute; or

d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or

e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or

f. cease to hold the qualifications necessary for you to carry out your work with the company; or

g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or

h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or

i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.

j. been found inefficient or lower performer as compared to other employees of your category.

In all such aforementioned cases you shall not be entitled to any notice period or payment in lieu thereof.

20. Performance Monitoring: You are required to deliver performance up to the expected levels as per the targets entrusted to you by reporting officer from time to time. In case your performance is not found to be satisfactory, you will be put under an appropriate Performance Improvement Plan. In case your performance does not improve even after you are put on such plan, the Company will review the matter of continuance of your employment and take appropriate action, including but not limited to termination.



21. Non Solicitation: You shall not at any time during the term of your employment with the Company or thereafter for a period of six months after cessation of your employment, directly or indirectly solicit the Company's (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) personnel to leave the employment of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) or apply for employment with any third party or encourage such personnel of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to take any action or inaction that may adversely impact the performance or reputation of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) of its obligations under this Letter of Appointment and / or any other contract or adversely impact the ability of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to carry out its normal business activities.

22. Others: 1. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company, JV partners various regulatory and statutory bodies.

2. In the event of you being found acting in breach of your terms of appointment or indulged in an act of misconduct or an act that has brought disrepute to the organization, you shall render yourself liable for a disciplinary action as per the rules as applicable.

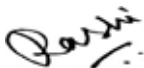
3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. Joining Formalities: As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).
2. Copies of all years mark sheets of the highest qualification/Degree certificate
3. Copy of previous employer Salary Slip
4. Copy of Relieving Letter / Endorsed Resignation letter.
5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit
6. Copy of PAN Card
7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**
(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **Shravan B**




REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Head - Talent Acquisition & Talent Management

Annexure: 1

	Per Annum	Per Month
BASIC	180000	15000
ALLOWANCES		
House Rent Allowance	90000	7500
Education Allowance	19692	1641
<u>MONTHLY GROSS *</u>		25695
<u>BENEFITS:CONTRIBUTION BY ORGANISATION</u>		
Statutory Bonus	18648	1554
Provident Fund	21600	1800
Gratuity	8664	722
GMC	11400	950
TOTAL FIXED COST(TFC)	350004	

0

* The following amount will be deducted from your monthly gross as your contribution towards statutory benefits

PF - 1800

** Leave Travel Allowance or Medical Allowance (if applicable) will be paid as monthly components

*** Gratuity (if applicable) - As per Gratuity Act, payable only after completion of 5 continuous years of service in organization.

- **Participation in Incentive/Bonus Schemes** You are eligible to participate in the Company's Annual Incentive/Bonus Plan subject to the terms and conditions of such Plan and any amendments as may be made from time to time.
- **Deductions** The Company may during your employment, or on termination for whatever reason, deduct from your remuneration any monies due from you to the Company including but not limited to:
 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

Sai Manoj Maddu

Dear Manoj,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
- 5. Medical:** You may be required to undergo medical examination by a Company appointed medical practitioner as and when directed by the Company and to comply with rules and instructions in the matter. Your services may be terminated without notice if the Company considers you unsuitable for retention in service on medical grounds.

Care Health Insurance Limited
(Formerly Religare Health Insurance Company Limited)
Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503

REACH US @		
 Care Health- Customer App	 WhatsApp 8860402452	Self Help Portal: www.careinsurance.com/self-help-portal.html Submit Your Queries/Requests: www.careinsurance.com/contact-us.html

Sai Manoj Maddu
REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

9. Age of Retirement: Your age of retirement will be 58 years and you shall stand relieved on retirement at the end of the month in which you attain the age of 58 years. However, at the sole discretion of the company retirement date can be extended on case to case to basis.

10. Whole Time and Attention: During your employment with the Company you shall devote your best efforts for promoting the Company's (and of any other relevant Group Company, affiliate and/ or business associate of the Company) business and may not without prior written consent of the Company (and subject to any terms and conditions the Company may impose) engage or be interested (directly or indirectly) in any other business or employment.

11. Leave: In addition to public holidays observed by the Company, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing leave policy, prorated from your date of joining. The Company is covered by the Maternity Benefit Act, 1961 and the eligible employees will be entitled to the benefits like maternity leave as per the amended provisions of the Maternity Benefit Act save and except those who are covered by ESI Act since they will be entitled to the benefits as per the applicable said Act.

12. Confidentiality: You shall not during the course or even after cessation of your employment with the Company or any time thereafter, use or disclose to any other Company, firm or person, any of the business or affairs of the Company, nor shall you without the consent of the Company, publish any book, booklet, brochure or any other publication, whether for remuneration or otherwise, relating to the affairs of the Company or to your work in the Company. You shall also not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, information or documents, official or otherwise relating to the Company or its subsidiaries, except with prior approval. Any breach of this clause would be viewed with severity by the Management and a strict action shall be taken by the Company You may also be also required to execute and sign a separate Maintenance or Non-Disclosure Agreement.

13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

14. Company Policies: You will be governed by the Company's policies, as applicable at your grade. The Company reserves the right to amend the policies from time to time. You are advised to keep yourself updated on these policies which are available online.

15. Return of Company Property: You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. You shall not keep any copies of these items.

16. Monitoring Policy: As per Company Policy, telephone conversations of employees may be recorded and monitored for the purpose of creating record of transactions, and for compliance purposes. Any recordings will be stored securely, and will not be disclosed outside the group companies, except as required by law.

Further please note that the emails sent to you and by you may be monitored, from time to time, for the purposes of identifying any non-compliance with company policies, or applicable laws.

Any data of customers, partners, employee or company contact data is strictly prohibited for circulation to anyone outside the Company and also you should restrain the circulation of data even for internal purpose except to the concerned employees of the Company.

If such monitoring discloses any breaches of any law or company policies disciplinary action may follow, including termination from the employment.

During Employment or cessation of your employment you cannot share any such data of the company pertaining to its customers, partners, employees, sensitive information

17. Intellectual Property: Subject to any relevant legislation, if at any time in the course of your employment you make or discover or participate in the making or discovery of any letters patent, trademarks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.

All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

The employee shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to product



information, process information, customer lists, employee details, company policies and procedures and financial information (including results, budgets and other financial plans and systems).

18. Notice Period: In case either the employer or the employee wishes to terminate the employment contract, a notice of 90 days should be served in writing by the party who wishes to terminate the contract to the other party. The Company depending on the business context and its sole discretion may allow you to pay the equivalent of the Total Fixed Cost (TFC) (*excluding gratuity and GMC if applicable*) amount in lieu of any period and / or adjust notice period against your leave balance subject to satisfactory handing over of the charges to your superior.

Notice period during probation would be 7 days or equivalent of the TFC (*excluding gratuity*) in lieu of notice.

19. Termination: 1. If any time during the course of your employment it is found that you have made a false or an incomplete declaration as regards to your qualifications/ experience and other details, your appointment will be treated void *ab initio* and you shall cease to be on the rolls of the company with immediate effect. In that case you shall not be entitled to any notice period or payment in lieu thereof.

2. If any time during the course of your employment, it is found that you have:

a. committed any act of gross misconduct; or

b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or

c. been guilty of conduct tending to bring yourself or the company into disrepute; or

d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or

e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or

f. cease to hold the qualifications necessary for you to carry out your work with the company; or

g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or

h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or

i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.

j. been found inefficient or lower performer as compared to other employees of your category.

In all such aforementioned cases you shall not be entitled to any notice period or payment in lieu thereof.

20. Performance Monitoring: You are required to deliver performance up to the expected levels as per the targets entrusted to you by reporting officer from time to time. In case your performance is not found to be satisfactory, you will be put under an appropriate Performance Improvement Plan. In case your performance does not improve even after you are put on such plan, the Company will review the matter of continuance of your employment and take appropriate action, including but not limited to termination.


REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

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22. Others: 1. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company, JV partners various regulatory and statutory bodies.

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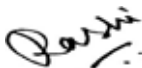
3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. Joining Formalities: As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).
2. Copies of all years mark sheets of the highest qualification/Degree certificate
3. Copy of previous employer Salary Slip
4. Copy of Relieving Letter / Endorsed Resignation letter.
5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit
6. Copy of PAN Card
7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**
(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **Sai Manoj Maddu**




REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

Head - Talent Acquisition & Talent Management

Annexure: 1

	Per Annum	Per Month
BASIC	180000	15000
ALLOWANCES		
House Rent Allowance	90000	7500
Education Allowance	19692	1641
<u>MONTHLY GROSS *</u>		25695
<u>BENEFITS:CONTRIBUTION BY ORGANISATION</u>		
Statutory Bonus	18648	1554
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Gratuity	8664	722
GMC	11400	950
TOTAL FIXED COST(TFC)	350004	

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* The following amount will be deducted from your monthly gross as your contribution towards statutory benefits

PF - 1800

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- **Deductions** The Company may during your employment, or on termination for whatever reason, deduct from your remuneration any monies due from you to the Company including but not limited to:
 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

Nikhilesh Roy Varghese

Dear Nikhilesh,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
- 5. Medical:** You may be required to undergo medical examination by a Company appointed medical practitioner as and when directed by the Company and to comply with rules and instructions in the matter. Your services may be terminated without notice if the Company considers you unsuitable for retention in service on medical grounds.

Care Health Insurance Limited
(Formerly Religare Health Insurance Company Limited)
Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503

REACH US @

 Care Health- Customer App	 WhatsApp 8860402452	Self Help Portal: www.careinsurance.com/self-help-portal.html Submit Your Queries/Requests: www.careinsurance.com/contact-us.html
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Sanne
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PRESIDENCY UNIVERSITY
BANGALORE

6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

9. Age of Retirement: Your age of retirement will be 58 years and you shall stand relieved on retirement at the end of the month in which you attain the age of 58 years. However, at the sole discretion of the company retirement date can be extended on case to case to basis.

10. Whole Time and Attention: During your employment with the Company you shall devote your best efforts for promoting the Company's (and of any other relevant Group Company, affiliate and/ or business associate of the Company) business and may not without prior written consent of the Company (and subject to any terms and conditions the Company may impose) engage or be interested (directly or indirectly) in any other business or employment.

11. Leave: In addition to public holidays observed by the Company, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing leave policy, prorated from your date of joining. The Company is covered by the Maternity Benefit Act, 1961 and the eligible employees will be entitled to the benefits like maternity leave as per the amended provisions of the Maternity Benefit Act save and except those who are covered by ESI Act since they will be entitled to the benefits as per the applicable said Act.

12. Confidentiality: You shall not during the course or even after cessation of your employment with the Company or any time thereafter, use or disclose to any other Company, firm or person, any of the business or affairs of the Company, nor shall you without the consent of the Company, publish any book, booklet, brochure or any other publication, whether for remuneration or otherwise, relating to the affairs of the Company or to your work in the Company. You shall also not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, information or documents, official or otherwise relating to the Company or its subsidiaries, except with prior approval. Any breach of this clause would be viewed with severity by the Management and a strict action shall be taken by the Company You may also be also required to execute and sign a separate Maintenance or Non-Disclosure Agreement.

13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

14. Company Policies: You will be governed by the Company's policies, as applicable at your grade. The Company reserves the right to amend the policies from time to time. You are advised to keep yourself updated on these policies which are available online.

15. Return of Company Property: You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. You shall not keep any copies of these items.

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Further please note that the emails sent to you and by you may be monitored, from time to time, for the purposes of identifying any non-compliance with company policies, or applicable laws.

Any data of customers, partners, employee or company contact data is strictly prohibited for circulation to anyone outside the Company and also you should restrain the circulation of data even for internal purpose except to the concerned employees of the Company.

If such monitoring discloses any breaches of any law or company policies disciplinary action may follow, including termination from the employment.

During Employment or cessation of your employment you cannot share any such data of the company pertaining to its customers, partners, employees, sensitive information

17. Intellectual Property: Subject to any relevant legislation, if at any time in the course of your employment you make or discover or participate in the making or discovery of any letters patent, trademarks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.

All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

The employee shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to product



information, process information, customer lists, employee details, company policies and procedures and financial information (including results, budgets and other financial plans and systems).

18. Notice Period: In case either the employer or the employee wishes to terminate the employment contract, a notice of 90 days should be served in writing by the party who wishes to terminate the contract to the other party. The Company depending on the business context and its sole discretion may allow you to pay the equivalent of the Total Fixed Cost (TFC) (*excluding gratuity and GMC if applicable*) amount in lieu of any period and / or adjust notice period against your leave balance subject to satisfactory handing over of the charges to your superior.

Notice period during probation would be 7 days or equivalent of the TFC (*excluding gratuity*) in lieu of notice.

19. Termination: 1. If any time during the course of your employment it is found that you have made a false or an incomplete declaration as regards to your qualifications/ experience and other details, your appointment will be treated void *ab initio* and you shall cease to be on the rolls of the company with immediate effect. In that case you shall not be entitled to any notice period or payment in lieu thereof.

2. If any time during the course of your employment, it is found that you have:

a. committed any act of gross misconduct; or

b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or

c. been guilty of conduct tending to bring yourself or the company into disrepute; or

d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or

e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or

f. cease to hold the qualifications necessary for you to carry out your work with the company; or

g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or

h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or

i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.

j. been found inefficient or lower performer as compared to other employees of your category.

In all such aforementioned cases you shall not be entitled to any notice period or payment in lieu thereof.

20. Performance Monitoring: You are required to deliver performance up to the expected levels as per the targets entrusted to you by reporting officer from time to time. In case your performance is not found to be satisfactory, you will be put under an appropriate Performance Improvement Plan. In case your performance does not improve even after you are put on such plan, the Company will review the matter of continuance of your employment and take appropriate action, including but not limited to termination.


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BANGALORE

21. **Non Solicitation:** You shall not at any time during the term of your employment with the Company or thereafter for a period of six months after cessation of your employment, directly or indirectly solicit the Company's (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) personnel to leave the employment of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) or apply for employment with any third party or encourage such personnel of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to take any action or inaction that may adversely impact the performance or reputation of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) of its obligations under this Letter of Appointment and / or any other contract or adversely impact the ability of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to carry out its normal business activities.

22. **Others:** 1. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company, JV partners various regulatory and statutory bodies.

2. In the event of you being found acting in breach of your terms of appointment or indulged in an act of misconduct or an act that has brought disrepute to the organization, you shall render yourself liable for a disciplinary action as per the rules as applicable.

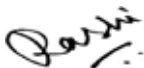
3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. **Joining Formalities:** As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).
2. Copies of all years mark sheets of the highest qualification/Degree certificate
3. Copy of previous employer Salary Slip
4. Copy of Relieving Letter / Endorsed Resignation letter.
5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit
6. Copy of PAN Card
7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**
(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **Nikhilesh Roy Varghese**



Head - Talent Acquisition & Talent Management

Annexure: 1

	Per Annum	Per Month
BASIC	180000	15000
ALLOWANCES		
House Rent Allowance	90000	7500
Education Allowance	19692	1641
<u>MONTHLY GROSS *</u>		25695
<u>BENEFITS:CONTRIBUTION BY ORGANISATION</u>		
Statutory Bonus	18648	1554
Provident Fund	21600	1800
Gratuity	8664	722
GMC	11400	950
TOTAL FIXED COST(TFC)	350004	

0

* The following amount will be deducted from your monthly gross as your contribution towards statutory benefits

PF - 1800

** Leave Travel Allowance or Medical Allowance (if applicable) will be paid as monthly components

*** Gratuity (if applicable) - As per Gratuity Act, payable only after completion of 5 continuous years of service in organization.

- **Participation in Incentive/Bonus Schemes** You are eligible to participate in the Company's Annual Incentive/Bonus Plan subject to the terms and conditions of such Plan and any amendments as may be made from time to time.
- **Deductions** The Company may during your employment, or on termination for whatever reason, deduct from your remuneration any monies due from you to the Company including but not limited to:
 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

Mohammed Tanzeel

Dear Tanzeel,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
- 5. Medical:** You may be required to undergo medical examination by a Company appointed medical practitioner as and when directed by the Company and to comply with rules and instructions in the matter. Your services may be terminated without notice if the Company considers you unsuitable for retention in service on medical grounds.

Care Health Insurance Limited
(Formerly Religare Health Insurance Company Limited)
Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503

REACH US @

 Care Health- Customer App	 WhatsApp 8860402452	Self Help Portal: www.careinsurance.com/self-help-portal.html Submit Your Queries/Requests: www.careinsurance.com/contact-us.html
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Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

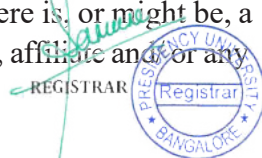
9. Age of Retirement: Your age of retirement will be 58 years and you shall stand relieved on retirement at the end of the month in which you attain the age of 58 years. However, at the sole discretion of the company retirement date can be extended on case to case to basis.

10. Whole Time and Attention: During your employment with the Company you shall devote your best efforts for promoting the Company's (and of any other relevant Group Company, affiliate and/ or business associate of the Company) business and may not without prior written consent of the Company (and subject to any terms and conditions the Company may impose) engage or be interested (directly or indirectly) in any other business or employment.

11. Leave: In addition to public holidays observed by the Company, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing leave policy, prorated from your date of joining. The Company is covered by the Maternity Benefit Act, 1961 and the eligible employees will be entitled to the benefits like maternity leave as per the amended provisions of the Maternity Benefit Act save and except those who are covered by ESI Act since they will be entitled to the benefits as per the applicable said Act.

12. Confidentiality: You shall not during the course or even after cessation of your employment with the Company or any time thereafter, use or disclose to any other Company, firm or person, any of the business or affairs of the Company, nor shall you without the consent of the Company, publish any book, booklet, brochure or any other publication, whether for remuneration or otherwise, relating to the affairs of the Company or to your work in the Company. You shall also not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, information or documents, official or otherwise relating to the Company or its subsidiaries, except with prior approval. Any breach of this clause would be viewed with severity by the Management and a strict action shall be taken by the Company You may also be also required to execute and sign a separate Maintenance or Non-Disclosure Agreement.

13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

14. Company Policies: You will be governed by the Company's policies, as applicable at your grade. The Company reserves the right to amend the policies from time to time. You are advised to keep yourself updated on these policies which are available online.

15. Return of Company Property: You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. You shall not keep any copies of these items.

16. Monitoring Policy: As per Company Policy, telephone conversations of employees may be recorded and monitored for the purpose of creating record of transactions, and for compliance purposes. Any recordings will be stored securely, and will not be disclosed outside the group companies, except as required by law.

Further please note that the emails sent to you and by you may be monitored, from time to time, for the purposes of identifying any non-compliance with company policies, or applicable laws.

Any data of customers, partners, employee or company contact data is strictly prohibited for circulation to anyone outside the Company and also you should restrain the circulation of data even for internal purpose except to the concerned employees of the Company.

If such monitoring discloses any breaches of any law or company policies disciplinary action may follow, including termination from the employment.

During Employment or cessation of your employment you cannot share any such data of the company pertaining to its customers, partners, employees, sensitive information

17. Intellectual Property: Subject to any relevant legislation, if at any time in the course of your employment you make or discover or participate in the making or discovery of any letters patent, trademarks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.

All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

The employee shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to product



information, process information, customer lists, employee details, company policies and procedures and financial information (including results, budgets and other financial plans and systems).

18. Notice Period: In case either the employer or the employee wishes to terminate the employment contract, a notice of 90 days should be served in writing by the party who wishes to terminate the contract to the other party. The Company depending on the business context and its sole discretion may allow you to pay the equivalent of the Total Fixed Cost (TFC) (*excluding gratuity and GMC if applicable*) amount in lieu of any period and / or adjust notice period against your leave balance subject to satisfactory handing over of the charges to your superior.

Notice period during probation would be 7 days or equivalent of the TFC (*excluding gratuity*) in lieu of notice.

19. Termination: 1. If any time during the course of your employment it is found that you have made a false or an incomplete declaration as regards to your qualifications/ experience and other details, your appointment will be treated void *ab initio* and you shall cease to be on the rolls of the company with immediate effect. In that case you shall not be entitled to any notice period or payment in lieu thereof.

2. If any time during the course of your employment, it is found that you have:

- a. committed any act of gross misconduct; or
- b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or
- c. been guilty of conduct tending to bring yourself or the company into disrepute; or
- d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or
- e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or
- f. cease to hold the qualifications necessary for you to carry out your work with the company; or
- g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or
- h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or
- i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.
- j. been found inefficient or lower performer as compared to other employees of your category.

In all such aforementioned cases you shall not be entitled to any notice period or payment in lieu thereof.

20. Performance Monitoring: You are required to deliver performance up to the expected levels as per the targets entrusted to you by reporting officer from time to time. In case your performance is not found to be satisfactory, you will be put under an appropriate Performance Improvement Plan. In case your performance does not improve even after you are put on such plan, the Company will review the matter of continuance of your employment and take appropriate action, including but not limited to termination.


REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

21. **Non Solicitation:** You shall not at any time during the term of your employment with the Company or thereafter for a period of six months after cessation of your employment, directly or indirectly solicit the Company's (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) personnel to leave the employment of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) or apply for employment with any third party or encourage such personnel of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to take any action or inaction that may adversely impact the performance or reputation of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) of its obligations under this Letter of Appointment and / or any other contract or adversely impact the ability of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to carry out its normal business activities.

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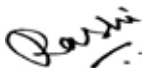
3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. **Joining Formalities:** As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).
2. Copies of all years mark sheets of the highest qualification/Degree certificate
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4. Copy of Relieving Letter / Endorsed Resignation letter.
5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit
6. Copy of PAN Card
7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**
(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **Mohammed Tanzeel**



Head - Talent Acquisition & Talent Management

Annexure: 1

	Per Annum	Per Month
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ALLOWANCES		
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Education Allowance	19692	1641
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 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

Sanjay S Haritas

Dear Sanjay,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
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Care Health Insurance Limited
(Formerly Religare Health Insurance Company Limited)
Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503

REACH US @		
 Care Health- Customer App	 WhatsApp 8860402452	Self Help Portal: www.careinsurance.com/self-help-portal.html Submit Your Queries/Requests: www.careinsurance.com/contact-us.html

Sanjay
REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

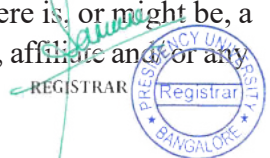
9. Age of Retirement: Your age of retirement will be 58 years and you shall stand relieved on retirement at the end of the month in which you attain the age of 58 years. However, at the sole discretion of the company retirement date can be extended on case to case to basis.

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11. Leave: In addition to public holidays observed by the Company, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing leave policy, prorated from your date of joining. The Company is covered by the Maternity Benefit Act, 1961 and the eligible employees will be entitled to the benefits like maternity leave as per the amended provisions of the Maternity Benefit Act save and except those who are covered by ESI Act since they will be entitled to the benefits as per the applicable said Act.

12. Confidentiality: You shall not during the course or even after cessation of your employment with the Company or any time thereafter, use or disclose to any other Company, firm or person, any of the business or affairs of the Company, nor shall you without the consent of the Company, publish any book, booklet, brochure or any other publication, whether for remuneration or otherwise, relating to the affairs of the Company or to your work in the Company. You shall also not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, information or documents, official or otherwise relating to the Company or its subsidiaries, except with prior approval. Any breach of this clause would be viewed with severity by the Management and a strict action shall be taken by the Company You may also be also required to execute and sign a separate Maintenance or Non-Disclosure Agreement.

13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

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If such monitoring discloses any breaches of any law or company policies disciplinary action may follow, including termination from the employment.

During Employment or cessation of your employment you cannot share any such data of the company pertaining to its customers, partners, employees, sensitive information

17. Intellectual Property: Subject to any relevant legislation, if at any time in the course of your employment you make or discover or participate in the making or discovery of any letters patent, trademarks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.

All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

The employee shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to product



information, process information, customer lists, employee details, company policies and procedures and financial information (including results, budgets and other financial plans and systems).

18. Notice Period: In case either the employer or the employee wishes to terminate the employment contract, a notice of 90 days should be served in writing by the party who wishes to terminate the contract to the other party. The Company depending on the business context and its sole discretion may allow you to pay the equivalent of the Total Fixed Cost (TFC) (*excluding gratuity and GMC if applicable*) amount in lieu of any period and / or adjust notice period against your leave balance subject to satisfactory handing over of the charges to your superior.

Notice period during probation would be 7 days or equivalent of the TFC (*excluding gratuity*) in lieu of notice.

19. Termination: 1. If any time during the course of your employment it is found that you have made a false or an incomplete declaration as regards to your qualifications/ experience and other details, your appointment will be treated void *ab initio* and you shall cease to be on the rolls of the company with immediate effect. In that case you shall not be entitled to any notice period or payment in lieu thereof.

2. If any time during the course of your employment, it is found that you have:

a. committed any act of gross misconduct; or

b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or

c. been guilty of conduct tending to bring yourself or the company into disrepute; or

d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or

e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or

f. cease to hold the qualifications necessary for you to carry out your work with the company; or

g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or

h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or

i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.

j. been found inefficient or lower performer as compared to other employees of your category.

In all such aforementioned cases you shall not be entitled to any notice period or payment in lieu thereof.

20. Performance Monitoring: You are required to deliver performance up to the expected levels as per the targets entrusted to you by reporting officer from time to time. In case your performance is not found to be satisfactory, you will be put under an appropriate Performance Improvement Plan. In case your performance does not improve even after you are put on such plan, the Company will review the matter of continuance of your employment and take appropriate action, including but not limited to termination.

Sanku
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

21. Non Solicitation: You shall not at any time during the term of your employment with the Company or thereafter for a period of six months after cessation of your employment, directly or indirectly solicit the Company's (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) personnel to leave the employment of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) or apply for employment with any third party or encourage such personnel of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to take any action or inaction that may adversely impact the performance or reputation of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) of its obligations under this Letter of Appointment and / or any other contract or adversely impact the ability of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to carry out its normal business activities.

22. Others: 1. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company, JV partners various regulatory and statutory bodies.

2. In the event of you being found acting in breach of your terms of appointment or indulged in an act of misconduct or an act that has brought disrepute to the organization, you shall render yourself liable for a disciplinary action as per the rules as applicable.

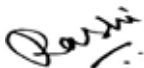
3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. Joining Formalities: As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).
2. Copies of all years mark sheets of the highest qualification/Degree certificate
3. Copy of previous employer Salary Slip
4. Copy of Relieving Letter / Endorsed Resignation letter.
5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit
6. Copy of PAN Card
7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**
(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **Sanjay S Haritas**




REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

Head - Talent Acquisition & Talent Management

Annexure: 1

	Per Annum	Per Month
BASIC	180000	15000
ALLOWANCES		
House Rent Allowance	90000	7500
Education Allowance	19692	1641
<u>MONTHLY GROSS *</u>		25695
<u>BENEFITS:CONTRIBUTION BY ORGANISATION</u>		
Statutory Bonus	18648	1554
Provident Fund	21600	1800
Gratuity	8664	722
GMC	11400	950
TOTAL FIXED COST(TFC)	350004	

0

* The following amount will be deducted from your monthly gross as your contribution towards statutory benefits

PF - 1800

** Leave Travel Allowance or Medical Allowance (if applicable) will be paid as monthly components

*** Gratuity (if applicable) - As per Gratuity Act, payable only after completion of 5 continuous years of service in organization.

- **Participation in Incentive/Bonus Schemes** You are eligible to participate in the Company's Annual Incentive/Bonus Plan subject to the terms and conditions of such Plan and any amendments as may be made from time to time.
- **Deductions** The Company may during your employment, or on termination for whatever reason, deduct from your remuneration any monies due from you to the Company including but not limited to:
 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
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PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

Shrestha Datta

Dear Shrestha,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
- 5. Medical:** You may be required to undergo medical examination by a Company appointed medical practitioner as and when directed by the Company and to comply with rules and instructions in the matter. Your services may be terminated without notice if the Company considers you unsuitable for retention in service on medical grounds.

Care Health Insurance Limited
(Formerly Religare Health Insurance Company Limited)
Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503

REACH US @		
 Care Health- Customer App	 WhatsApp 8860402452	Self Help Portal: www.careinsurance.com/self-help-portal.html Submit Your Queries/Requests: www.careinsurance.com/contact-us.html

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6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

9. Age of Retirement: Your age of retirement will be 58 years and you shall stand relieved on retirement at the end of the month in which you attain the age of 58 years. However, at the sole discretion of the company retirement date can be extended on case to case to basis.

10. Whole Time and Attention: During your employment with the Company you shall devote your best efforts for promoting the Company's (and of any other relevant Group Company, affiliate and/ or business associate of the Company) business and may not without prior written consent of the Company (and subject to any terms and conditions the Company may impose) engage or be interested (directly or indirectly) in any other business or employment.

11. Leave: In addition to public holidays observed by the Company, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing leave policy, prorated from your date of joining. The Company is covered by the Maternity Benefit Act, 1961 and the eligible employees will be entitled to the benefits like maternity leave as per the amended provisions of the Maternity Benefit Act save and except those who are covered by ESI Act since they will be entitled to the benefits as per the applicable said Act.

12. Confidentiality: You shall not during the course or even after cessation of your employment with the Company or any time thereafter, use or disclose to any other Company, firm or person, any of the business or affairs of the Company, nor shall you without the consent of the Company, publish any book, booklet, brochure or any other publication, whether for remuneration or otherwise, relating to the affairs of the Company or to your work in the Company. You shall also not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, information or documents, official or otherwise relating to the Company or its subsidiaries, except with prior approval. Any breach of this clause would be viewed with severity by the Management and a strict action shall be taken by the Company You may also be also required to execute and sign a separate Maintenance or Non-Disclosure Agreement.

13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

14. Company Policies: You will be governed by the Company's policies, as applicable at your grade. The Company reserves the right to amend the policies from time to time. You are advised to keep yourself updated on these policies which are available online.

15. Return of Company Property: You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. You shall not keep any copies of these items.

16. Monitoring Policy: As per Company Policy, telephone conversations of employees may be recorded and monitored for the purpose of creating record of transactions, and for compliance purposes. Any recordings will be stored securely, and will not be disclosed outside the group companies, except as required by law.

Further please note that the emails sent to you and by you may be monitored, from time to time, for the purposes of identifying any non-compliance with company policies, or applicable laws.

Any data of customers, partners, employee or company contact data is strictly prohibited for circulation to anyone outside the Company and also you should restrain the circulation of data even for internal purpose except to the concerned employees of the Company.

If such monitoring discloses any breaches of any law or company policies disciplinary action may follow, including termination from the employment.

During Employment or cessation of your employment you cannot share any such data of the company pertaining to its customers, partners, employees, sensitive information

17. Intellectual Property: Subject to any relevant legislation, if at any time in the course of your employment you make or discover or participate in the making or discovery of any letters patent, trademarks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.

All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

The employee shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to product



information, process information, customer lists, employee details, company policies and procedures and financial information (including results, budgets and other financial plans and systems).

18. Notice Period: In case either the employer or the employee wishes to terminate the employment contract, a notice of 90 days should be served in writing by the party who wishes to terminate the contract to the other party. The Company depending on the business context and its sole discretion may allow you to pay the equivalent of the Total Fixed Cost (TFC) (*excluding gratuity and GMC if applicable*) amount in lieu of any period and / or adjust notice period against your leave balance subject to satisfactory handing over of the charges to your superior.

Notice period during probation would be 7 days or equivalent of the TFC (*excluding gratuity*) in lieu of notice.

19. Termination: 1. If any time during the course of your employment it is found that you have made a false or an incomplete declaration as regards to your qualifications/ experience and other details, your appointment will be treated void *ab initio* and you shall cease to be on the rolls of the company with immediate effect. In that case you shall not be entitled to any notice period or payment in lieu thereof.

2. If any time during the course of your employment, it is found that you have:

- a. committed any act of gross misconduct; or
- b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or
- c. been guilty of conduct tending to bring yourself or the company into disrepute; or
- d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or
- e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or
- f. cease to hold the qualifications necessary for you to carry out your work with the company; or
- g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or
- h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or
- i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.
- j. been found inefficient or lower performer as compared to other employees of your category.

In all such aforementioned cases you shall not be entitled to any notice period or payment in lieu thereof.

20. Performance Monitoring: You are required to deliver performance up to the expected levels as per the targets entrusted to you by reporting officer from time to time. In case your performance is not found to be satisfactory, you will be put under an appropriate Performance Improvement Plan. In case your performance does not improve even after you are put on such plan, the Company will review the matter of continuance of your employment and take appropriate action, including but not limited to termination.


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3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. Joining Formalities: As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).

2. Copies of all years mark sheets of the highest qualification/Degree certificate

3. Copy of previous employer Salary Slip

4. Copy of Relieving Letter / Endorsed Resignation letter.

5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit

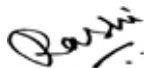
6. Copy of PAN Card

7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**

(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **Shrestha Datta**




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PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Head - Talent Acquisition & Talent Management

Annexure: 1

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GMC	11400	950
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* The following amount will be deducted from your monthly gross as your contribution towards statutory benefits

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 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
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PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

Mohammed Fazeeh V

Dear Fazeeh,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
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Care Health Insurance Limited
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Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503

REACH US @

 Care Health- Customer App	 WhatsApp 8860402452	Self Help Portal: www.careinsurance.com/self-help-portal.html Submit Your Queries/Requests: www.careinsurance.com/contact-us.html
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6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

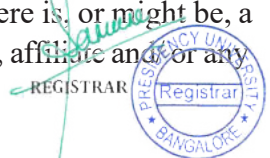
9. Age of Retirement: Your age of retirement will be 58 years and you shall stand relieved on retirement at the end of the month in which you attain the age of 58 years. However, at the sole discretion of the company retirement date can be extended on case to case to basis.

10. Whole Time and Attention: During your employment with the Company you shall devote your best efforts for promoting the Company's (and of any other relevant Group Company, affiliate and/ or business associate of the Company) business and may not without prior written consent of the Company (and subject to any terms and conditions the Company may impose) engage or be interested (directly or indirectly) in any other business or employment.

11. Leave: In addition to public holidays observed by the Company, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing leave policy, prorated from your date of joining. The Company is covered by the Maternity Benefit Act, 1961 and the eligible employees will be entitled to the benefits like maternity leave as per the amended provisions of the Maternity Benefit Act save and except those who are covered by ESI Act since they will be entitled to the benefits as per the applicable said Act.

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13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

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15. Return of Company Property: You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. You shall not keep any copies of these items.

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If such monitoring discloses any breaches of any law or company policies disciplinary action may follow, including termination from the employment.

During Employment or cessation of your employment you cannot share any such data of the company pertaining to its customers, partners, employees, sensitive information

17. Intellectual Property: Subject to any relevant legislation, if at any time in the course of your employment you make or discover or participate in the making or discovery of any letters patent, trademarks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.

All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

The employee shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to product



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18. Notice Period: In case either the employer or the employee wishes to terminate the employment contract, a notice of 90 days should be served in writing by the party who wishes to terminate the contract to the other party. The Company depending on the business context and its sole discretion may allow you to pay the equivalent of the Total Fixed Cost (TFC) (*excluding gratuity and GMC if applicable*) amount in lieu of any period and / or adjust notice period against your leave balance subject to satisfactory handing over of the charges to your superior.

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2. If any time during the course of your employment, it is found that you have:

- a. committed any act of gross misconduct; or
- b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or
- c. been guilty of conduct tending to bring yourself or the company into disrepute; or
- d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or
- e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or
- f. cease to hold the qualifications necessary for you to carry out your work with the company; or
- g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or
- h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or
- i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.
- j. been found inefficient or lower performer as compared to other employees of your category.

In all such aforementioned cases you shall not be entitled to any notice period or payment in lieu thereof.

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BANGALORE

21. Non Solicitation: You shall not at any time during the term of your employment with the Company or thereafter for a period of six months after cessation of your employment, directly or indirectly solicit the Company's (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) personnel to leave the employment of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) or apply for employment with any third party or encourage such personnel of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to take any action or inaction that may adversely impact the performance or reputation of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) of its obligations under this Letter of Appointment and / or any other contract or adversely impact the ability of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to carry out its normal business activities.

22. Others: 1. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company, JV partners various regulatory and statutory bodies.

2. In the event of you being found acting in breach of your terms of appointment or indulged in an act of misconduct or an act that has brought disrepute to the organization, you shall render yourself liable for a disciplinary action as per the rules as applicable.

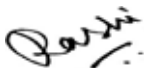
3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. Joining Formalities: As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).
2. Copies of all years mark sheets of the highest qualification/Degree certificate
3. Copy of previous employer Salary Slip
4. Copy of Relieving Letter / Endorsed Resignation letter.
5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit
6. Copy of PAN Card
7. Copy of AADHAR Card

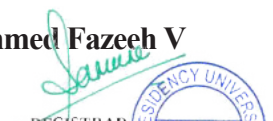

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**
(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **Mohammed Fazeeh V**

REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

Head - Talent Acquisition & Talent Management

Annexure: 1

	Per Annum	Per Month
BASIC	180000	15000
ALLOWANCES		
House Rent Allowance	90000	7500
Education Allowance	19692	1641
<u>MONTHLY GROSS *</u>		25695
<u>BENEFITS:CONTRIBUTION BY ORGANISATION</u>		
Statutory Bonus	18648	1554
Provident Fund	21600	1800
Gratuity	8664	722
GMC	11400	950
TOTAL FIXED COST(TFC)	350004	

0

* The following amount will be deducted from your monthly gross as your contribution towards statutory benefits

PF - 1800

** Leave Travel Allowance or Medical Allowance (if applicable) will be paid as monthly components

*** Gratuity (if applicable) - As per Gratuity Act, payable only after completion of 5 continuous years of service in organization.

- **Participation in Incentive/Bonus Schemes** You are eligible to participate in the Company's Annual Incentive/Bonus Plan subject to the terms and conditions of such Plan and any amendments as may be made from time to time.
- **Deductions** The Company may during your employment, or on termination for whatever reason, deduct from your remuneration any monies due from you to the Company including but not limited to:
 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

Rakesh R

Dear Rakesh,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
- 5. Medical:** You may be required to undergo medical examination by a Company appointed medical practitioner as and when directed by the Company and to comply with rules and instructions in the matter. Your services may be terminated without notice if the Company considers you unsuitable for retention in service on medical grounds.

Care Health Insurance Limited
(Formerly Religare Health Insurance Company Limited)
Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503

REACH US @		
 Care Health- Customer App	 WhatsApp 8860402452	Self Help Portal: www.careinsurance.com/self-help-portal.html Submit Your Queries/Requests: www.careinsurance.com/contact-us.html

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

9. Age of Retirement: Your age of retirement will be 58 years and you shall stand relieved on retirement at the end of the month in which you attain the age of 58 years. However, at the sole discretion of the company retirement date can be extended on case to case to basis.

10. Whole Time and Attention: During your employment with the Company you shall devote your best efforts for promoting the Company's (and of any other relevant Group Company, affiliate and/ or business associate of the Company) business and may not without prior written consent of the Company (and subject to any terms and conditions the Company may impose) engage or be interested (directly or indirectly) in any other business or employment.

11. Leave: In addition to public holidays observed by the Company, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing leave policy, prorated from your date of joining. The Company is covered by the Maternity Benefit Act, 1961 and the eligible employees will be entitled to the benefits like maternity leave as per the amended provisions of the Maternity Benefit Act save and except those who are covered by ESI Act since they will be entitled to the benefits as per the applicable said Act.

12. Confidentiality: You shall not during the course or even after cessation of your employment with the Company or any time thereafter, use or disclose to any other Company, firm or person, any of the business or affairs of the Company, nor shall you without the consent of the Company, publish any book, booklet, brochure or any other publication, whether for remuneration or otherwise, relating to the affairs of the Company or to your work in the Company. You shall also not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, information or documents, official or otherwise relating to the Company or its subsidiaries, except with prior approval. Any breach of this clause would be viewed with severity by the Management and a strict action shall be taken by the Company You may also be also required to execute and sign a separate Maintenance or Non-Disclosure Agreement.

13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

14. Company Policies: You will be governed by the Company's policies, as applicable at your grade. The Company reserves the right to amend the policies from time to time. You are advised to keep yourself updated on these policies which are available online.

15. Return of Company Property: You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. You shall not keep any copies of these items.

16. Monitoring Policy: As per Company Policy, telephone conversations of employees may be recorded and monitored for the purpose of creating record of transactions, and for compliance purposes. Any recordings will be stored securely, and will not be disclosed outside the group companies, except as required by law.

Further please note that the emails sent to you and by you may be monitored, from time to time, for the purposes of identifying any non-compliance with company policies, or applicable laws.

Any data of customers, partners, employee or company contact data is strictly prohibited for circulation to anyone outside the Company and also you should restrain the circulation of data even for internal purpose except to the concerned employees of the Company.

If such monitoring discloses any breaches of any law or company policies disciplinary action may follow, including termination from the employment.

During Employment or cessation of your employment you cannot share any such data of the company pertaining to its customers, partners, employees, sensitive information

17. Intellectual Property: Subject to any relevant legislation, if at any time in the course of your employment you make or discover or participate in the making or discovery of any letters patent, trademarks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.

All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

The employee shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to product



information, process information, customer lists, employee details, company policies and procedures and financial information (including results, budgets and other financial plans and systems).

18. Notice Period: In case either the employer or the employee wishes to terminate the employment contract, a notice of 90 days should be served in writing by the party who wishes to terminate the contract to the other party. The Company depending on the business context and its sole discretion may allow you to pay the equivalent of the Total Fixed Cost (TFC) (*excluding gratuity and GMC if applicable*) amount in lieu of any period and / or adjust notice period against your leave balance subject to satisfactory handing over of the charges to your superior.

Notice period during probation would be 7 days or equivalent of the TFC (*excluding gratuity*) in lieu of notice.

19. Termination: 1. If any time during the course of your employment it is found that you have made a false or an incomplete declaration as regards to your qualifications/ experience and other details, your appointment will be treated void *ab initio* and you shall cease to be on the rolls of the company with immediate effect. In that case you shall not be entitled to any notice period or payment in lieu thereof.

2. If any time during the course of your employment, it is found that you have:

- a. committed any act of gross misconduct; or
- b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or
- c. been guilty of conduct tending to bring yourself or the company into disrepute; or
- d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or
- e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or
- f. cease to hold the qualifications necessary for you to carry out your work with the company; or
- g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or
- h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or
- i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.
- j. been found inefficient or lower performer as compared to other employees of your category.

In all such aforementioned cases you shall not be entitled to any notice period or payment in lieu thereof.

20. Performance Monitoring: You are required to deliver performance up to the expected levels as per the targets entrusted to you by reporting officer from time to time. In case your performance is not found to be satisfactory, you will be put under an appropriate Performance Improvement Plan. In case your performance does not improve even after you are put on such plan, the Company will review the matter of continuance of your employment and take appropriate action, including but not limited to termination.


REGISTRAR
PRESIDENCY UNIVERSITY
BANGALORE

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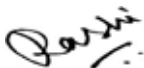
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5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit
6. Copy of PAN Card
7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**
(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **Rakesh R**




REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Head - Talent Acquisition & Talent Management

Annexure: 1

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 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

Thatavarthi Gana Sankeerth

Dear Sankeerth,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
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Care Health Insurance Limited
(Formerly Religare Health Insurance Company Limited)
Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503

REACH US @		
 Care Health- Customer App	 WhatsApp 8860402452	Self Help Portal: www.careinsurance.com/self-help-portal.html Submit Your Queries/Requests: www.careinsurance.com/contact-us.html

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

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13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

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If such monitoring discloses any breaches of any law or company policies disciplinary action may follow, including termination from the employment.

During Employment or cessation of your employment you cannot share any such data of the company pertaining to its customers, partners, employees, sensitive information

17. Intellectual Property: Subject to any relevant legislation, if at any time in the course of your employment you make or discover or participate in the making or discovery of any letters patent, trademarks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.

All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

The employee shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to product



information, process information, customer lists, employee details, company policies and procedures and financial information (including results, budgets and other financial plans and systems).

18. Notice Period: In case either the employer or the employee wishes to terminate the employment contract, a notice of 90 days should be served in writing by the party who wishes to terminate the contract to the other party. The Company depending on the business context and its sole discretion may allow you to pay the equivalent of the Total Fixed Cost (TFC) (*excluding gratuity and GMC if applicable*) amount in lieu of any period and / or adjust notice period against your leave balance subject to satisfactory handing over of the charges to your superior.

Notice period during probation would be 7 days or equivalent of the TFC (*excluding gratuity*) in lieu of notice.

19. Termination: 1. If any time during the course of your employment it is found that you have made a false or an incomplete declaration as regards to your qualifications/ experience and other details, your appointment will be treated void *ab initio* and you shall cease to be on the rolls of the company with immediate effect. In that case you shall not be entitled to any notice period or payment in lieu thereof.

2. If any time during the course of your employment, it is found that you have:

- a. committed any act of gross misconduct; or
- b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or
- c. been guilty of conduct tending to bring yourself or the company into disrepute; or
- d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or
- e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or
- f. cease to hold the qualifications necessary for you to carry out your work with the company; or
- g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or
- h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or
- i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.
- j. been found inefficient or lower performer as compared to other employees of your category.

In all such aforementioned cases you shall not be entitled to any notice period or payment in lieu thereof.

20. Performance Monitoring: You are required to deliver performance up to the expected levels as per the targets entrusted to you by reporting officer from time to time. In case your performance is not found to be satisfactory, you will be put under an appropriate Performance Improvement Plan. In case your performance does not improve even after you are put on such plan, the Company will review the matter of continuance of your employment and take appropriate action, including but not limited to termination.



21. **Non Solicitation:** You shall not at any time during the term of your employment with the Company or thereafter for a period of six months after cessation of your employment, directly or indirectly solicit the Company's (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) personnel to leave the employment of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) or apply for employment with any third party or encourage such personnel of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to take any action or inaction that may adversely impact the performance or reputation of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) of its obligations under this Letter of Appointment and / or any other contract or adversely impact the ability of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to carry out its normal business activities.

22. **Others:** 1. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company, JV partners various regulatory and statutory bodies.

2. In the event of you being found acting in breach of your terms of appointment or indulged in an act of misconduct or an act that has brought disrepute to the organization, you shall render yourself liable for a disciplinary action as per the rules as applicable.

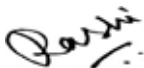
3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. **Joining Formalities:** As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).
2. Copies of all years mark sheets of the highest qualification/Degree certificate
3. Copy of previous employer Salary Slip
4. Copy of Relieving Letter / Endorsed Resignation letter.
5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit
6. Copy of PAN Card
7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**
(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **Thatavarthi Gana Sankeerth**



Head - Talent Acquisition & Talent Management

Annexure: 1

	Per Annum	Per Month
BASIC	180000	15000
ALLOWANCES		
House Rent Allowance	90000	7500
Education Allowance	19692	1641
<u>MONTHLY GROSS *</u>		25695
<u>BENEFITS:CONTRIBUTION BY ORGANISATION</u>		
Statutory Bonus	18648	1554
Provident Fund	21600	1800
Gratuity	8664	722
GMC	11400	950
TOTAL FIXED COST(TFC)	350004	

0

* The following amount will be deducted from your monthly gross as your contribution towards statutory benefits

PF - 1800

** Leave Travel Allowance or Medical Allowance (if applicable) will be paid as monthly components

*** Gratuity (if applicable) - As per Gratuity Act, payable only after completion of 5 continuous years of service in organization.

- **Participation in Incentive/Bonus Schemes** You are eligible to participate in the Company's Annual Incentive/Bonus Plan subject to the terms and conditions of such Plan and any amendments as may be made from time to time.
- **Deductions** The Company may during your employment, or on termination for whatever reason, deduct from your remuneration any monies due from you to the Company including but not limited to:
 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

Kotlo Sreelakshmi

Dear Sreelakshmi,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
- 5. Medical:** You may be required to undergo medical examination by a Company appointed medical practitioner as and when directed by the Company and to comply with rules and instructions in the matter. Your services may be terminated without notice if the Company considers you unsuitable for retention in service on medical grounds.

Care Health Insurance Limited
(Formerly Religare Health Insurance Company Limited)
Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503

REACH US @		
 Care Health- Customer App	 WhatsApp 8860402452	Self Help Portal: www.careinsurance.com/self-help-portal.html Submit Your Queries/Requests: www.careinsurance.com/contact-us.html

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6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

9. Age of Retirement: Your age of retirement will be 58 years and you shall stand relieved on retirement at the end of the month in which you attain the age of 58 years. However, at the sole discretion of the company retirement date can be extended on case to case to basis.

10. Whole Time and Attention: During your employment with the Company you shall devote your best efforts for promoting the Company's (and of any other relevant Group Company, affiliate and/ or business associate of the Company) business and may not without prior written consent of the Company (and subject to any terms and conditions the Company may impose) engage or be interested (directly or indirectly) in any other business or employment.

11. Leave: In addition to public holidays observed by the Company, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing leave policy, prorated from your date of joining. The Company is covered by the Maternity Benefit Act, 1961 and the eligible employees will be entitled to the benefits like maternity leave as per the amended provisions of the Maternity Benefit Act save and except those who are covered by ESI Act since they will be entitled to the benefits as per the applicable said Act.

12. Confidentiality: You shall not during the course or even after cessation of your employment with the Company or any time thereafter, use or disclose to any other Company, firm or person, any of the business or affairs of the Company, nor shall you without the consent of the Company, publish any book, booklet, brochure or any other publication, whether for remuneration or otherwise, relating to the affairs of the Company or to your work in the Company. You shall also not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, information or documents, official or otherwise relating to the Company or its subsidiaries, except with prior approval. Any breach of this clause would be viewed with severity by the Management and a strict action shall be taken by the Company You may also be also required to execute and sign a separate Maintenance or Non-Disclosure Agreement.

13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

14. Company Policies: You will be governed by the Company's policies, as applicable at your grade. The Company reserves the right to amend the policies from time to time. You are advised to keep yourself updated on these policies which are available online.

15. Return of Company Property: You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. You shall not keep any copies of these items.

16. Monitoring Policy: As per Company Policy, telephone conversations of employees may be recorded and monitored for the purpose of creating record of transactions, and for compliance purposes. Any recordings will be stored securely, and will not be disclosed outside the group companies, except as required by law.

Further please note that the emails sent to you and by you may be monitored, from time to time, for the purposes of identifying any non-compliance with company policies, or applicable laws.

Any data of customers, partners, employee or company contact data is strictly prohibited for circulation to anyone outside the Company and also you should restrain the circulation of data even for internal purpose except to the concerned employees of the Company.

If such monitoring discloses any breaches of any law or company policies disciplinary action may follow, including termination from the employment.

During Employment or cessation of your employment you cannot share any such data of the company pertaining to its customers, partners, employees, sensitive information

17. Intellectual Property: Subject to any relevant legislation, if at any time in the course of your employment you make or discover or participate in the making or discovery of any letters patent, trademarks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.

All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

The employee shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to product



information, process information, customer lists, employee details, company policies and procedures and financial information (including results, budgets and other financial plans and systems).

18. Notice Period: In case either the employer or the employee wishes to terminate the employment contract, a notice of 90 days should be served in writing by the party who wishes to terminate the contract to the other party. The Company depending on the business context and its sole discretion may allow you to pay the equivalent of the Total Fixed Cost (TFC) (*excluding gratuity and GMC if applicable*) amount in lieu of any period and / or adjust notice period against your leave balance subject to satisfactory handing over of the charges to your superior.

Notice period during probation would be 7 days or equivalent of the TFC (*excluding gratuity*) in lieu of notice.

19. Termination: 1. If any time during the course of your employment it is found that you have made a false or an incomplete declaration as regards to your qualifications/ experience and other details, your appointment will be treated void *ab initio* and you shall cease to be on the rolls of the company with immediate effect. In that case you shall not be entitled to any notice period or payment in lieu thereof.

2. If any time during the course of your employment, it is found that you have:

a. committed any act of gross misconduct; or

b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or

c. been guilty of conduct tending to bring yourself or the company into disrepute; or

d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or

e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or

f. cease to hold the qualifications necessary for you to carry out your work with the company; or

g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or

h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or

i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.

j. been found inefficient or lower performer as compared to other employees of your category.

In all such aforementioned cases you shall not be entitled to any notice period or payment in lieu thereof.

20. Performance Monitoring: You are required to deliver performance up to the expected levels as per the targets entrusted to you by reporting officer from time to time. In case your performance is not found to be satisfactory, you will be put under an appropriate Performance Improvement Plan. In case your performance does not improve even after you are put on such plan, the Company will review the matter of continuance of your employment and take appropriate action, including but not limited to termination.


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21. **Non Solicitation:** You shall not at any time during the term of your employment with the Company or thereafter for a period of six months after cessation of your employment, directly or indirectly solicit the Company's (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) personnel to leave the employment of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) or apply for employment with any third party or encourage such personnel of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to take any action or inaction that may adversely impact the performance or reputation of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) of its obligations under this Letter of Appointment and / or any other contract or adversely impact the ability of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to carry out its normal business activities.

22. **Others:** 1. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company, JV partners various regulatory and statutory bodies.

2. In the event of you being found acting in breach of your terms of appointment or indulged in an act of misconduct or an act that has brought disrepute to the organization, you shall render yourself liable for a disciplinary action as per the rules as applicable.

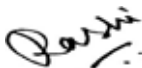
3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. **Joining Formalities:** As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).
2. Copies of all years mark sheets of the highest qualification/Degree certificate
3. Copy of previous employer Salary Slip
4. Copy of Relieving Letter / Endorsed Resignation letter.
5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit
6. Copy of PAN Card
7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**
(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **Kotlo Sreelakshmi**




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PRESIDENCY UNIVERSITY
BANGALORE

Head - Talent Acquisition & Talent Management

Annexure: 1

	Per Annum	Per Month
BASIC	180000	15000
ALLOWANCES		
House Rent Allowance	90000	7500
Education Allowance	19692	1641
<u>MONTHLY GROSS *</u>		25695
<u>BENEFITS:CONTRIBUTION BY ORGANISATION</u>		
Statutory Bonus	18648	1554
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Gratuity	8664	722
GMC	11400	950
TOTAL FIXED COST(TFC)	350004	

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* The following amount will be deducted from your monthly gross as your contribution towards statutory benefits

PF - 1800

** Leave Travel Allowance or Medical Allowance (if applicable) will be paid as monthly components

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- **Deductions** The Company may during your employment, or on termination for whatever reason, deduct from your remuneration any monies due from you to the Company including but not limited to:
 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





30-Mar-23

Kotian Ranya Manoranjit

Dear Manoranjit,

Letter of Appointment

With reference to our recent discussions regarding your possible employment with **Care Health Insurance Limited**, hereafter referred to as the Company, we are pleased to offer you the position of **Agency Manager** on the following terms and conditions defined herein:

- 1. Date of Joining:** Your appointment will be effective from **30-Mar-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Bangalore - OTC Road**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Associate Regional Business Head - Agency** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 350000 (Rupees Three Lakh(s) Fifty Thousand Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
- 5. Medical:** You may be required to undergo medical examination by a Company appointed medical practitioner as and when directed by the Company and to comply with rules and instructions in the matter. Your services may be terminated without notice if the Company considers you unsuitable for retention in service on medical grounds.

Care Health Insurance Limited
(Formerly Religare Health Insurance Company Limited)
Regd. Office: 5th Floor, 19 Chawla House, Nehru Place, New Delhi-110019
Corp. Office: Vipul Tech Square, Tower C, 3rd Floor, Gold Course Road,
Sector-43, Gurugram -122009 (Haryana)
IRDAI Regn. No. 148 | CIN: U66000DL2007PLC161503



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BANGALORE

6. Group Insurance: You will be covered under the Group Personal Accident Insurance, Group Life Insurance and Hospitalization Insurance/ Employee's State Insurance Corporation (as applicable) in accordance with company's policy.

7. Hours of Work: Your hours of work will be in line with the needs of your role/function, in accordance with the company policy and provisions of applicable laws

8. Probation: You will work on probation for a period of six months from the date of joining. This may be extended at the discretion of the Company and you will continue to be on probation till a confirmation letter has been issued to you in writing. During your probation or thereafter, you shall undertake such studies /vocational courses as may be required by Company / your superiors. You may also be required to take such examinations / obtain such certifications as the Company / your superiors may require from time to time, and your confirmation / promotions/ salary enhancements etc. may be linked to your having successfully cleared the required examinations / certifications &/or successfully undergone required studies.

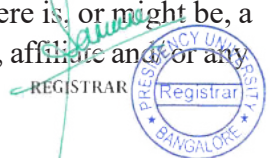
9. Age of Retirement: Your age of retirement will be 58 years and you shall stand relieved on retirement at the end of the month in which you attain the age of 58 years. However, at the sole discretion of the company retirement date can be extended on case to case to basis.

10. Whole Time and Attention: During your employment with the Company you shall devote your best efforts for promoting the Company's (and of any other relevant Group Company, affiliate and/ or business associate of the Company) business and may not without prior written consent of the Company (and subject to any terms and conditions the Company may impose) engage or be interested (directly or indirectly) in any other business or employment.

11. Leave: In addition to public holidays observed by the Company, you shall be entitled to a paid annual leave for each calendar year in accordance with the existing leave policy, prorated from your date of joining. The Company is covered by the Maternity Benefit Act, 1961 and the eligible employees will be entitled to the benefits like maternity leave as per the amended provisions of the Maternity Benefit Act save and except those who are covered by ESI Act since they will be entitled to the benefits as per the applicable said Act.

12. Confidentiality: You shall not during the course or even after cessation of your employment with the Company or any time thereafter, use or disclose to any other Company, firm or person, any of the business or affairs of the Company, nor shall you without the consent of the Company, publish any book, booklet, brochure or any other publication, whether for remuneration or otherwise, relating to the affairs of the Company or to your work in the Company. You shall also not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, information or documents, official or otherwise relating to the Company or its subsidiaries, except with prior approval. Any breach of this clause would be viewed with severity by the Management and a strict action shall be taken by the Company You may also be also required to execute and sign a separate Maintenance or Non-Disclosure Agreement.

13. Disclosure: You (including on behalf of your family) shall disclose to the Company all your business interests and any material transaction(s) with the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), whether or not they are similar to or in conflict with the business(es) or activities of the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any



subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

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15. Return of Company Property: You shall promptly upon request by the Company and in any event upon the termination of your employment deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your employment including any prior employment with any Group Company. You shall not keep any copies of these items.

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Further please note that the emails sent to you and by you may be monitored, from time to time, for the purposes of identifying any non-compliance with company policies, or applicable laws.

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If such monitoring discloses any breaches of any law or company policies disciplinary action may follow, including termination from the employment.

During Employment or cessation of your employment you cannot share any such data of the company pertaining to its customers, partners, employees, sensitive information

17. Intellectual Property: Subject to any relevant legislation, if at any time in the course of your employment you make or discover or participate in the making or discovery of any letters patent, trademarks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.

All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

The employee shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to product



information, process information, customer lists, employee details, company policies and procedures and financial information (including results, budgets and other financial plans and systems).

18. Notice Period: In case either the employer or the employee wishes to terminate the employment contract, a notice of 90 days should be served in writing by the party who wishes to terminate the contract to the other party. The Company depending on the business context and its sole discretion may allow you to pay the equivalent of the Total Fixed Cost (TFC) (*excluding gratuity and GMC if applicable*) amount in lieu of any period and / or adjust notice period against your leave balance subject to satisfactory handing over of the charges to your superior.

Notice period during probation would be 7 days or equivalent of the TFC (*excluding gratuity*) in lieu of notice.

19. Termination: 1. If any time during the course of your employment it is found that you have made a false or an incomplete declaration as regards to your qualifications/ experience and other details, your appointment will be treated void *ab initio* and you shall cease to be on the rolls of the company with immediate effect. In that case you shall not be entitled to any notice period or payment in lieu thereof.

2. If any time during the course of your employment, it is found that you have:

- a. committed any act of gross misconduct; or
- b. committed any serious breach or repeated or continued a material breach of the terms of your employment; or
- c. been guilty of conduct tending to bring yourself or the company into disrepute; or
- d. been convicted of a criminal offence, other than a road traffic offence for which you are not sentenced to a term of imprisonment whether immediate or suspended; or
- e. become bankrupt or made any arrangement or composition with or for the benefit of your creditors; or
- f. cease to hold the qualifications necessary for you to carry out your work with the company; or
- g. been found in an act of moral turpitude or having indulged in violations laws as applicable in general to the Company; or
- h. been absent for a continuous period of 14 days (including absence when leave though applied for, is not granted or when you overstay period of sanctioned leave by 14 days) ; or
- i. provided false, inaccurate or incomplete information to the company regarding your background and/or previous employment.
- j. been found inefficient or lower performer as compared to other employees of your category.

In all such aforementioned cases you shall not be entitled to any notice period or payment in lieu thereof.

20. Performance Monitoring: You are required to deliver performance up to the expected levels as per the targets entrusted to you by reporting officer from time to time. In case your performance is not found to be satisfactory, you will be put under an appropriate Performance Improvement Plan. In case your performance does not improve even after you are put on such plan, the Company will review the matter of continuance of your employment and take appropriate action, including but not limited to termination.


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21. **Non Solicitation:** You shall not at any time during the term of your employment with the Company or thereafter for a period of six months after cessation of your employment, directly or indirectly solicit the Company's (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) personnel to leave the employment of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) or apply for employment with any third party or encourage such personnel of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to take any action or inaction that may adversely impact the performance or reputation of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) of its obligations under this Letter of Appointment and / or any other contract or adversely impact the ability of the Company (and any other relevant Group Company's, affiliate's and/ or any subsidiary of the Company) to carry out its normal business activities.

22. **Others:** 1. It will be obligatory on your part to ensure compliance to the applicable statutes, regulations and requirements laid down by the Company, JV partners various regulatory and statutory bodies.

2. In the event of you being found acting in breach of your terms of appointment or indulged in an act of misconduct or an act that has brought disrepute to the organization, you shall render yourself liable for a disciplinary action as per the rules as applicable.

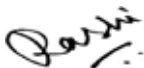
3. Clause headings do not form part or affect the interpretation of this letter of appointment.

23. **Joining Formalities:** As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 3 Passport size photographs on red background (for branch offices red is not mandatory).
2. Copies of all years mark sheets of the highest qualification/Degree certificate
3. Copy of previous employer Salary Slip
4. Copy of Relieving Letter / Endorsed Resignation letter.
5. Copy of Address proof (any one) :-Ration Card/ Utility Bills/ Driving License/ Passport/ Affidavit
6. Copy of PAN Card
7. Copy of AADHAR Card

We take this opportunity to congratulate you on your selection and look forward to a long and mutually beneficial professional association.

For **Care Health Insurance Limited**
(formerly known as Religare Health Insurance Company Limited)



Rashi Ramani

Accepted and agreed by **Kotian Ranya Manoranjit**




REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Head - Talent Acquisition & Talent Management

Annexure: 1

	Per Annum	Per Month
BASIC	180000	15000
ALLOWANCES		
House Rent Allowance	90000	7500
Education Allowance	19692	1641
<u>MONTHLY GROSS *</u>		25695
<u>BENEFITS:CONTRIBUTION BY ORGANISATION</u>		
Statutory Bonus	18648	1554
Provident Fund	21600	1800
Gratuity	8664	722
GMC	11400	950
TOTAL FIXED COST(TFC)	350004	

0

* The following amount will be deducted from your monthly gross as your contribution towards statutory benefits

PF - 1800

** Leave Travel Allowance or Medical Allowance (if applicable) will be paid as monthly components

*** Gratuity (if applicable) - As per Gratuity Act, payable only after completion of 5 continuous years of service in organization.

- **Participation in Incentive/Bonus Schemes** You are eligible to participate in the Company's Annual Incentive/Bonus Plan subject to the terms and conditions of such Plan and any amendments as may be made from time to time.
- **Deductions** The Company may during your employment, or on termination for whatever reason, deduct from your remuneration any monies due from you to the Company including but not limited to:
 - Any overpayment of salary or expenses or payment made to you by mistake or misrepresentation; and/or
 - Any outstanding loans or advances made to you by the Company; and/or
 - Amounts equal in sum to the amount of any secret/illegitimate profits that you make from the Company's business/interests; and/or
 - Any debt owed by you to the Company; and/or
 - Any other deductions permitted under applicable law including Tax.

Sanne
REGISTRAR
PRESIDENCY UNIVERSITY
Registrar
BANGALORE

Sanna
REGISTRAR





The Pearl, 1537, 5th Main Rd,
Rajiv Gandhi Nagar, Sector 7, HSR
Layout, Bengaluru -560102
<https://maps.app.goo.gl/9G9pNvJmeXFhXxCr5>
support@Codeyoung.com
8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear Navaneeth Shajil,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is **3rd April 2023**.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same/similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 20000/month (Twenty Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.

JOB TITLE: Inside Sales Executive.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

6. HOURS OF WORK

Your usual working hours shall be 10pm to 7am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8. PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and

or
being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment.

Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoung adopts industry-standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14. DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess is kept protected . Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- Do not disclose personal data without authority

- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months'** notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your end of employment. You shall not make any copies of work products or software or retain any



of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for aduration of two years after termination of your engagement with Codeyoung, regard less of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes



shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.



CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung



HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination, or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Signature:

HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.

6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title__

Date _____

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business-like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular, the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.



I Navaneeth Shajil,

The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platform or aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name

HR 2.01 F10 – Data Consent Form

The CTC provided by the company is will be **INR 7,36,000 per annum**. **INR 4,36,000** is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee’s contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹206,300	₹17,192
2	House Rent Allowance	₹82,520	₹6,877
3	LTA	₹20,630	₹1,719
4	Special Allowances	₹103,150	₹8,596
5	Night Allowance	₹36,014	₹3,001
	Gross Salary	₹412,600	₹34,383
	Employer Contribution to PF	₹23,400	₹1,950
A	CTC Total	436000	36333
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹1,600	₹1,800
B	Total Deductions	₹4,000	₹2,000
A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad
Director
Codeyoung



The Pearl, 1537, 5th Main Rd,
Rajiv Gandhi Nagar, Sector 7, HSR
Layout, Bengaluru -560102
<https://maps.app.goo.gl/9G9pNvJmeXFhXxCr5>
support@Codeyoung.com
8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear Arpan Ghosh,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is **3rd April 2023**.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same/similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

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Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months'** notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your end of employment. You shall not make any copies of work products or software or retain any



of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for a duration of two years after termination of your engagement with Codeyoung, regardless of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes



shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.



CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung



HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination, or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Signature:

HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.

6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title__

Date _____

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business-like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular, the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.



I Arpan Ghosh,

The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platform or aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name

HR 2.01 F10 – Data Consent Form

The CTC provided by the company is will be **INR 7,36,000 per annum**. **INR 4,36,000** is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee’s contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹206,300	₹17,192
2	House Rent Allowance	₹82,520	₹6,877
3	LTA	₹20,630	₹1,719
4	Special Allowances	₹103,150	₹8,596
5	Night Allowance	₹36,014	₹3,001
	Gross Salary	₹412,600	₹34,383
	Employer Contribution to PF	₹23,400	₹1,950
A	CTC Total	436000	36333
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹1,600	₹1,800
B	Total Deductions	₹4,000	₹2,000
A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad
Director
Codeyoung



The Pearl, 1537, 5th Main Rd,
Rajiv Gandhi Nagar, Sector 7, HSR
Layout, Bengaluru -560102
<https://maps.app.goo.gl/9G9pNvJmeXFhXxCr5>
support@Codeyoung.com
8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear Sandu Sri Ranga Sai Teja,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is **3rd April 2023**.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same/similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 20000/month (Twenty Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.

JOB TITLE: Inside Sales Executive.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

6. HOURS OF WORK

Your usual working hours shall be 10pm to 7am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8. PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and

or
being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment.

Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoung adopts industry-standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14. DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess is kept protected . Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- Do not disclose personal data without authority

- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

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18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

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You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

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The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes



shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

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Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.



CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung



HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination, or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Signature:

HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.

6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title__

Date _____

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business-like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular, the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.



I Sandu Sri Ranga Sai Teja,

The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platform or aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name

HR 2.01 F10 – Data Consent Form

The CTC provided by the company is will be **INR 7,36,000 per annum**. **INR 4,36,000** is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee’s contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹206,300	₹17,192
2	House Rent Allowance	₹82,520	₹6,877
3	LTA	₹20,630	₹1,719
4	Special Allowances	₹103,150	₹8,596
5	Night Allowance	₹36,014	₹3,001
	Gross Salary	₹412,600	₹34,383
	Employer Contribution to PF	₹23,400	₹1,950
A	CTC Total	436000	36333
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹1,600	₹1,800
B	Total Deductions	₹4,000	₹2,000
A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad
Director
Codeyoung



The Pearl, 1537, 5th Main Rd,
Rajiv Gandhi Nagar, Sector 7, HSR
Layout, Bengaluru -560102
<https://maps.app.goo.gl/9G9pNvJmeXFhXxCr5>
support@Codeyoung.com
8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear **Sahil Das**,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is **3rd April 2023**.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same/similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 20000/month (Twenty Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.

JOB TITLE: Inside Sales Executive.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

6. HOURS OF WORK

Your usual working hours shall be 10pm to 7am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8. PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and

or
being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment.



Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoung adopts industry-standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14. DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess is kept protected . Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- Do not disclose personal data without authority

- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months'** notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your end of employment. You shall not make any copies of work products or software or retain any



of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for aduration of two years after termination of your engagement with Codeyoung, regard less of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes



shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.



CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung



HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination, or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Signature:

HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.

6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title__

Date _____

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business-like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular, the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.



I Sahil Das,

The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platform or aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name

HR 2.01 F10 – Data Consent Form

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Full Breakdown of fixed CTC will be given below

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With regards,

Shailendra Dhakad
Director
Codeyoung



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8186928385.

Employment Offer and Employment Agreement

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of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for aduration of two years after termination of your engagement with Codeyoung, regard less of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes



shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.



CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung



HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination, or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Signature:

HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.

6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title__

Date _____

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business-like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular, the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.



I **Preetham Kumar R,**

The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platform or aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name

HR 2.01 F10 – Data Consent Form

The CTC provided by the company is will be **INR 7,36,000 per annum**. **INR 4,36,000** is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee’s contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹206,300	₹17,192
2	House Rent Allowance	₹82,520	₹6,877
3	LTA	₹20,630	₹1,719
4	Special Allowances	₹103,150	₹8,596
5	Night Allowance	₹36,014	₹3,001
	Gross Salary	₹412,600	₹34,383
	Employer Contribution to PF	₹23,400	₹1,950
A	CTC Total	436000	36333
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹1,600	₹1,800
B	Total Deductions	₹4,000	₹2,000
A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad
Director
Codeyoung



The Pearl, 1537, 5th Main Rd,
Rajiv Gandhi Nagar, Sector 7, HSR
Layout, Bengaluru -560102
<https://maps.app.goo.gl/9G9pNvJmeXFhXxCr5>
support@Codeyoung.com
8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear **Badugu Nagesh Gowtham,**

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is **3rd April 2023.**

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same/similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 20000/month (Twenty Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.

JOB TITLE: Inside Sales Executive.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

6. HOURS OF WORK

Your usual working hours shall be 10pm to 7am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8. PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and

or
being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment.

Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoung adopts industry-standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14. DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess is kept protected . Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- Do not disclose personal data without authority

- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months'** notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your end of employment. You shall not make any copies of work products or software or retain any



of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for aduration of two years after termination of your engagement with Codeyoung, regard less of the reason for termination of your engagement with Codeyoung.

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The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes



shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.



CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung



HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination, or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Signature:

HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.

6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title__

Date _____

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business-like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular, the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

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I **Badugu Nagesh Gowtham,**

The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platform or aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name

HR 2.01 F10 – Data Consent Form

The CTC provided by the company is will be **INR 7,36,000 per annum**. **INR 4,36,000** is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

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- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
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S.No.	Salary	Annual	Monthly
1	Basic Salary	₹206,300	₹17,192
2	House Rent Allowance	₹82,520	₹6,877
3	LTA	₹20,630	₹1,719
4	Special Allowances	₹103,150	₹8,596
5	Night Allowance	₹36,014	₹3,001
	Gross Salary	₹412,600	₹34,383
	Employer Contribution to PF	₹23,400	₹1,950
A	CTC Total	436000	36333
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹1,600	₹1,800
B	Total Deductions	₹4,000	₹2,000
A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad
Director
Codeyoung



The Pearl, 1537, 5th Main Rd,
Rajiv Gandhi Nagar, Sector 7, HSR
Layout, Bengaluru -560102
<https://maps.app.goo.gl/9G9pNvJmeXFhXxCr5>
support@Codeyoung.com
8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear Kamlesh Seervi,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is **3rd April 2023**.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same/similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 20000/month (Twenty Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.

JOB TITLE: Inside Sales Executive.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

6. HOURS OF WORK

Your usual working hours shall be 10pm to 7am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8. PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and

or
being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment.



Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoung adopts industry-standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14. DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess is kept protected . Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- Do not disclose personal data without authority

- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months'** notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your end of employment. You shall not make any copies of work products or software or retain any



of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for aduration of two years after termination of your engagement with Codeyoung, regard less of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes



shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.



CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung



HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination, or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Signature:

HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.

6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title__

Date _____

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business-like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular, the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.



I **Kamlesh Seervi,**

The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platform or aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name

HR 2.01 F10 – Data Consent Form

The CTC provided by the company is will be **INR 7,36,000 per annum**. **INR 4,36,000** is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee’s contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹206,300	₹17,192
2	House Rent Allowance	₹82,520	₹6,877
3	LTA	₹20,630	₹1,719
4	Special Allowances	₹103,150	₹8,596
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1	Professional Tax	₹2,400	₹200
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A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad
Director
Codeyoung



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<https://maps.app.goo.gl/9G9pNvJmeXFhXxCr5>
support@Codeyoung.com
8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear Manchala Umesh Reddy,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is **3rd April 2023**.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same/similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

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You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 20000/month (Twenty Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.

JOB TITLE: Inside Sales Executive.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

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Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

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In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

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When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

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Codeyoung is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and

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Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

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18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

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shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.



CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung



HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination, or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Signature:

HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.

6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title__

Date _____

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business-like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular, the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.



I **Manchala Umesh Reddy,**

The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platform or aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name

HR 2.01 F10 – Data Consent Form

The CTC provided by the company is will be **INR 7,36,000 per annum**. **INR 4,36,000** is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee’s contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹206,300	₹17,192
2	House Rent Allowance	₹82,520	₹6,877
3	LTA	₹20,630	₹1,719
4	Special Allowances	₹103,150	₹8,596
5	Night Allowance	₹36,014	₹3,001
	Gross Salary	₹412,600	₹34,383
	Employer Contribution to PF	₹23,400	₹1,950
A	CTC Total	436000	36333
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹1,600	₹1,800
B	Total Deductions	₹4,000	₹2,000
A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad
Director
Codeyoung



The Pearl, 1537, 5th Main Rd,
Rajiv Gandhi Nagar, Sector 7, HSR
Layout, Bengaluru -560102
<https://maps.app.goo.gl/9G9pNvJmeXFhXxCr5>
support@Codeyoung.com
8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear Putla Madhumathi,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is **3rd April 2023**.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same/similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 20000/month (Twenty Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.

JOB TITLE: Inside Sales Executive.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

6. HOURS OF WORK

Your usual working hours shall be 10pm to 7am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8. PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and

or
being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment.



Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoung adopts industry-standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14. DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess is kept protected . Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- Do not disclose personal data without authority

- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months'** notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your end of employment. You shall not make any copies of work products or software or retain any



of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for aduration of two years after termination of your engagement with Codeyoung, regard less of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes



shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.



CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung



HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination, or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Signature:

HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

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4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

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- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.

6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title__

Date _____

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

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Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

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I **Putla Madhumathi,**

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HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platform or aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

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Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name

HR 2.01 F10 – Data Consent Form

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	Gross Salary	₹412,600	₹34,383
	Employer Contribution to PF	₹23,400	₹1,950
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B	Total Deductions	₹4,000	₹2,000
A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad
Director
Codeyoung



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support@Codeyoung.com
8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear Aswin R,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is **3rd April 2023**.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same/similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 20000/month (Twenty Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.

JOB TITLE: Inside Sales Executive.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.



6. HOURS OF WORK

Your usual working hours shall be 10pm to 7am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8. PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and

or
being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment.

Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoung adopts industry-standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14. DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess is kept protected . Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- Do not disclose personal data without authority

- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months'** notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your end of employment. You shall not make any copies of work products or software or retain any



of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for aduration of two years after termination of your engagement with Codeyoung, regard less of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes



shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.



CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung



HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination, or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Signature:

HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.

6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title__

Date _____

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business-like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular, the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.



I **Aswin R,**

The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platform or aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name

HR 2.01 F10 – Data Consent Form

The CTC provided by the company is will be **INR 7,36,000 per annum**. **INR 4,36,000** is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee’s contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹206,300	₹17,192
2	House Rent Allowance	₹82,520	₹6,877
3	LTA	₹20,630	₹1,719
4	Special Allowances	₹103,150	₹8,596
5	Night Allowance	₹36,014	₹3,001
	Gross Salary	₹412,600	₹34,383
	Employer Contribution to PF	₹23,400	₹1,950
A	CTC Total	436000	36333
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹1,600	₹1,800
B	Total Deductions	₹4,000	₹2,000
A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad
Director
Codeyoung



The Pearl, 1537, 5th Main Rd,
Rajiv Gandhi Nagar, Sector 7, HSR
Layout, Bengaluru -560102
<https://maps.app.goo.gl/9G9pNvJmeXFhXxCr5>
support@Codeyoung.com
8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear Armaan Ahmed M B,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is **3rd April 2023**.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same/similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 20000/month (Twenty Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.

JOB TITLE: Inside Sales Executive.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

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When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

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9. RETIREMENT

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CONFIRMATION OF ACCEPTANCE

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Yours sincerely,

Shailendra Dhakad

Director

Codeyoung



HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination, or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Signature:

HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.

6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title__

Date _____

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business-like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular, the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.



I **Armaan Ahmed M B,**

The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platform or aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name

HR 2.01 F10 – Data Consent Form

The CTC provided by the company is will be **INR 7,36,000 per annum**. **INR 4,36,000** is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee’s contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹206,300	₹17,192
2	House Rent Allowance	₹82,520	₹6,877
3	LTA	₹20,630	₹1,719
4	Special Allowances	₹103,150	₹8,596
5	Night Allowance	₹36,014	₹3,001
	Gross Salary	₹412,600	₹34,383
	Employer Contribution to PF	₹23,400	₹1,950
A	CTC Total	436000	36333
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹1,600	₹1,800
B	Total Deductions	₹4,000	₹2,000
A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad
Director
Codeyoung



The Pearl, 1537, 5th Main Rd,
Rajiv Gandhi Nagar, Sector 7, HSR
Layout, Bengaluru -560102
<https://maps.app.goo.gl/9G9pNvJmeXFhXxCr5>
support@Codeyoung.com
8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear Saransh Jaiswal,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is **3rd April 2023**.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same/similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 20000/month (Twenty Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.

JOB TITLE: Inside Sales Executive.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

6. HOURS OF WORK

Your usual working hours shall be 10pm to 7am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8. PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and

or
being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment.



Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoung adopts industry-standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14. DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess is kept protected . Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- Do not disclose personal data without authority

- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months'** notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your end of employment. You shall not make any copies of work products or software or retain any



of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for aduration of two years after termination of your engagement with Codeyoung, regard less of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes



shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.



CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung



HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination, or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Signature:

HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.

6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title__

Date _____

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business-like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular, the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

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I Saransh Jaiswal,

The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platform or aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name

HR 2.01 F10 – Data Consent Form

The CTC provided by the company is will be **INR 7,36,000 per annum**. **INR 4,36,000** is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee’s contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

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	Gross Salary	₹412,600	₹34,383
	Employer Contribution to PF	₹23,400	₹1,950
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1	Professional Tax	₹2,400	₹200
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A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad
Director
Codeyoung



The Pearl, 1537, 5th Main Rd,
Rajiv Gandhi Nagar, Sector 7, HSR
Layout, Bengaluru -560102
<https://maps.app.goo.gl/9G9pNvJmeXFhXxCr5>
support@Codeyoung.com
8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear Ankush Kumar Phogat,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is **3rd April 2023**.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same/similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

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JOB TITLE: Inside Sales Executive.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

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Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.



6. HOURS OF WORK

Your usual working hours shall be 10pm to 7am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8. PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and

or
being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment.



Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoung adopts industry-standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14. DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess is kept protected . Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- Do not disclose personal data without authority

- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months'** notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your end of employment. You shall not make any copies of work products or software or retain any



of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for aduration of two years after termination of your engagement with Codeyoung, regard less of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes



shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.



CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung



HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination, or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Signature:

HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.

6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title__

Date _____

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business-like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular, the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.



I **Ankush Kumar Phogat,**

The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platform or aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name

HR 2.01 F10 – Data Consent Form

The CTC provided by the company is will be **INR 7,36,000 per annum**. **INR 4,36,000** is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee’s contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹206,300	₹17,192
2	House Rent Allowance	₹82,520	₹6,877
3	LTA	₹20,630	₹1,719
4	Special Allowances	₹103,150	₹8,596
5	Night Allowance	₹36,014	₹3,001
	Gross Salary	₹412,600	₹34,383
	Employer Contribution to PF	₹23,400	₹1,950
A	CTC Total	436000	36333
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹1,600	₹1,800
B	Total Deductions	₹4,000	₹2,000
A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad
Director
Codeyoung



The Pearl, 1537, 5th Main Rd,
Rajiv Gandhi Nagar, Sector 7, HSR
Layout, Bengaluru -560102
<https://maps.app.goo.gl/9G9pNvJmeXFhXxCr5>
support@Codeyoung.com
8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear **Chilamkuri Balajireddy,**

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is **3rd April 2023.**

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same/similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 20000/month (Twenty Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.

JOB TITLE: Inside Sales Executive.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

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When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

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Your usual working hours shall be 10pm to 7am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

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Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

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Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

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Codeyoung is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and

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being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment.



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The Codeyoung adopts industry-standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

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- Do not disclose personal data without authority

- Do not access information or systems not directly relevant to each task
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Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

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of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

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In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

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You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

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Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.



CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung



HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination, or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Signature:

HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.

6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title__

Date _____

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business-like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular, the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.



I **Chilamkuri Balajireddy,**

The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platform or aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name

HR 2.01 F10 – Data Consent Form

The CTC provided by the company is will be **INR 7,36,000 per annum**. **INR 4,36,000** is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee’s contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹206,300	₹17,192
2	House Rent Allowance	₹82,520	₹6,877
3	LTA	₹20,630	₹1,719
4	Special Allowances	₹103,150	₹8,596
5	Night Allowance	₹36,014	₹3,001
	Gross Salary	₹412,600	₹34,383
	Employer Contribution to PF	₹23,400	₹1,950
A	CTC Total	436000	36333
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹1,600	₹1,800
B	Total Deductions	₹4,000	₹2,000
A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad
Director
Codeyoung



The Pearl, 1537, 5th Main Rd,
Rajiv Gandhi Nagar, Sector 7, HSR
Layout, Bengaluru -560102
<https://maps.app.goo.gl/9G9pNvJmeXFhXxCr5>
support@Codeyoung.com
8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear Madamanchi Jaswanth Chowdary,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is **3rd April 2023**.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same/similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 20000/month (Twenty Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.

JOB TITLE: Inside Sales Executive.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

6. HOURS OF WORK

Your usual working hours shall be 10pm to 7am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8. PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and

or
being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment.



Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoung adopts industry-standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14. DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess is kept protected . Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- Do not disclose personal data without authority

- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months'** notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your end of employment. You shall not make any copies of work products or software or retain any



of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for aduration of two years after termination of your engagement with Codeyoung, regard less of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes



shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.



CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung



HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination, or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Signature:

HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.

6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title__

Date _____

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business-like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

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2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular, the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

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I **Madamanchi Jaswanth Chowdary,**

The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platform or aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

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Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name

HR 2.01 F10 – Data Consent Form

The CTC provided by the company is will be **INR 7,36,000 per annum**. **INR 4,36,000** is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee’s contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
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With regards,

Shailendra Dhakad
Director
Codeyoung



The Pearl, 1537, 5th Main Rd,
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<https://maps.app.goo.gl/9G9pNvJmeXFhXxCr5>
support@Codeyoung.com
8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear Sreeyapu Reddy Vikranth Reddy,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is **3rd April 2023**.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same/similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

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JOB TITLE: Inside Sales Executive.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

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Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

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The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

6. HOURS OF WORK

Your usual working hours shall be 10pm to 7am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8. PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and

or
being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment.



Other specific rules and regulations will be notified by the Company from time to time. Policies, Code of Conduct, rules and regulations may be amended from time to time. You are required to keep yourself updated of such changes

11. CONFIDENTIALITY

As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters appertaining to the Codeyoung, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

12. PROTECTION OF PERSONAL DATA

The Codeyoung adopts industry-standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

13. USE OF SOFTWARE AND SYSTEMS ACCESS

You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company

14. DATA PROTECTION

Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or possess is kept protected . Unauthorized disclosure of personal data of any one, yourself, your colleagues, vendors or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time:

- Do not disclose personal data without authority

- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

15. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.

Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months'** notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

17. A RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other Codeyoung provided property upon your end of employment. You shall not make any copies of work products or software or retain any



of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

20. NON -SOLICITATION

You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for aduration of two years after termination of your engagement with Codeyoung, regard less of the reason for termination of your engagement with Codeyoung.

21. AMENDMENTS

The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes



shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.



CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung



HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination, or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Signature:

HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.

6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title__

Date _____

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business-like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular, the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.



I **Sreeyapu Reddy Vikranth Reddy,**

The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platform or aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name

HR 2.01 F10 – Data Consent Form

The CTC provided by the company is will be **INR 7,36,000 per annum**. **INR 4,36,000** is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee’s contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹206,300	₹17,192
2	House Rent Allowance	₹82,520	₹6,877
3	LTA	₹20,630	₹1,719
4	Special Allowances	₹103,150	₹8,596
5	Night Allowance	₹36,014	₹3,001
	Gross Salary	₹412,600	₹34,383
	Employer Contribution to PF	₹23,400	₹1,950
A	CTC Total	436000	36333
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹1,600	₹1,800
B	Total Deductions	₹4,000	₹2,000
A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad
Director
Codeyoung



The Pearl, 1537, 5th Main Rd,
Rajiv Gandhi Nagar, Sector 7, HSR
Layout, Bengaluru -560102
<https://maps.app.goo.gl/9G9pNvJmeXFhXxCr5>
support@Codeyoung.com
8186928385.

Employment Offer and Employment Agreement

19th December 2022,

Dear Sushil Kumar Shaw,

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, I am pleased to offer you the following employment with Codeyoung. This offer letter upon written acceptance by you shall be deemed as an Employment Agreement. Your date of joining is **3rd April 2023**.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

During the term of your employment, you may also be subject to the same/similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment.

For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. Probation/ Training

You will be on probation for a period of 2 months during which your performance shall be reviewed by the Company. The stipend during the probation is INR 20000/month (Twenty Thousand per month) In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions. Upon successful completion of probation period by without any extension and by meeting the expected targets you shall be deemed to have been confirmed in the services of the Company unless otherwise communicated to you in writing by Company.

JOB TITLE: Inside Sales Executive.

As a term of your employment from time to time you may be required to undertake such other duties as may be commensurate with the business needs in the Company.

3. COMPENSATION

Your remuneration shall be as per Annexure titled “Compensation”

Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.

You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted on that statement.

Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.

In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourselves and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with Company.

4. SALARY REVISIONS

The Company may undertake periodic review of salaries, and will notify of any amendments, which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

5. DEDUCTIONS FROM PAY

When your employment ends, if the number of annual leaves you have taken exceed your entitlement, an appropriate deduction will be made from your full and final payout. Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable. If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

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Your usual working hours shall be 10pm to 7am, however in interest of business such hours may be extended. Work days are from Tuesday to Sunday, with Monday being a week off. The timings and work days are subject to change based on the management's decision.

7. ADDITIONAL HOURS

Subject to your role qualifying for overtime under applicable statutory provisions, if occasions arise when you may be required to work additional hours beyond normal hours.

8. PLACE OF WORK AND MOBILITY

Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies affiliated to Codeyoung. A change of your place of residence may be required from time to time and you may be transferred from one city to another for business needs of the Company. In case of transfer, your transfer shall be subject to Relocation Policy.

9. RETIREMENT

Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact the effective performance of your services.

10. RULES AND REGULATIONS

Codeyoung is a business based on integrity and mutual trust. In order to maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.

In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to Codeyoung immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and

or
being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment.

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12. PROTECTION OF PERSONAL DATA

The Codeyoung adopts industry-standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs. In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter. We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

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- Do not disclose personal data without authority

- Do not access information or systems not directly relevant to each task
- Do not treat personal data carelessly
- lock all printouts away when not in use
- Do not disclose your computer password to any unauthorized person.

Under the Company's policies, it is important that the Company's internal, restricted or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

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Post confirmation, except where your employment is terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws, you are entitled to a prior notice of termination of **1 month** from the Company, or pay in lieu of notice period.

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16. TERMINATION OF EMPLOYMENT BY YOU

During probation, you are required to give the company at least one calendar months' notice in writing. Post confirmation, you are required to give the company a minimum of **2 months'** notice in writing. Where notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee. Upon immediate termination of employment by you, you will have to compensate by paying up to an amount equal to 2 month's salary to the Company in lieu of the notice period.

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of Codeyoung assets in your possession after your employment with Codeyoung comes to an end. You understand that a breach of this obligation entitles Codeyoung to take civil and criminal actions as applicable for recovery of its assets.

18. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to Codeyoung in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc. You shall not retain any copies of the same in your personal computer or mail systems. You understand that intellectual property is a vital asset for Codeyoung and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to Codeyoung and allow Codeyoung to prosecute a legal action, claim damages or injunctions. You shall not use third party's proprietary material or their intellectual property without appropriate authorisations and licenses to produce your work deliverables for Codeyoung.

19. INDEMNIFICATIONS

You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause Codeyoung financial, reputational or goodwill loss, hence you shall at all times indemnify Codeyoung, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

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You shall not directly or indirectly induce, influence, coerce, solicit away any of Codeyoung's customers or employees. This restriction applies during your tenure with Codeyoung and for aduration of two years after termination of your engagement with Codeyoung, regard less of the reason for termination of your engagement with Codeyoung.

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The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules and regulations applicable to employees. Such changes would be communicated through an internal communication to the employees at large. Such changes



shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

22. EXCLUSIVE JURISDICTION

Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

23. SEVERABILITY

If any part of this agreement is held invalid, void or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.



CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within 3 days from the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,

Shailendra Dhakad

Director

Codeyoung



HR 2.01 F5 -- Acceptance of Software and Systems usage.

To

Codeyoung

("Thecompany")

The Company forbids the use of unauthorized software on any company equipment or the use of authorized software on any personal or non-company issued equipment. The Company forbids unauthorized access, or any unauthorized attempt to access, any data maintained on any computer systems.

Unauthorized software comprises any software that is not on the Codeyoung IT list of approved software or which has not been procured via the authorized procurement channels and includes any unsolicited software, demonstration software that has not been previously checked by Codeyoung IT security or an authorized agency of Codeyoung IT security, and any software that is delivered in such a way that it may have been tampered with.

Unless the prior specific approval of senior management is obtained, the use of unauthorized software on Company equipment or other breach of the above will be viewed as gross misconduct and an extremely serious violation of the Company's regulations, which may lead to disciplinary action including but not limited to termination, or other appropriate action as necessary by the Company.

I confirm that I have read and understood the above conditions on the use of unauthorized software and systems. I also understand that the Company may from time to time notify amendments or additional conditions or Policies governing access, use and protection of data, systems and software and I agree to abide by them in full compliance thereof.

Name:

Date:

Signature:

HR 2.01 F6 – Data Protection Declaration

To: Codeyoung (“Codeyoung”)

1. I, the undersigned, make this declaration in my capacity as an employee of Codeyoung, and as a condition of being assigned by Codeyoung to perform certain services for Codeyoung and any of its direct or indirect subsidiaries (individually a “Data Controller” and together the “Data Controllers”).

2. I hereby and solemnly undertake that I will at all times maintain strict confidentiality with regard to, and will not for my own or anyone else’s use (whether for profit or not) make copies of or notes about, any and all matters of a confidential nature or the Personal Data of anyone including but not limited to name, age, preferences, medical or health status or any other information which is reasonably deemed Personal in nature or deemed personal data by law concerning any of the Data Controllers, their customers, the state of their accounts or any other matter relating to the affairs of a Data Controller and its customers except where required by law to disclose such information or with the prior written permission of the Data Controller or the person to whom any duty of confidentiality is owed. Should I be required by law to make such a disclosure, I shall so far as lawful promptly inform the Codeyoung of such a requirement.

3. I undertake to deliver up to Codeyoung all and any records in any medium which I may hold at the end of my assignment in performing services for any of the Data Controllers.

4. I hereby confirm that I have read or viewed, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, the following rules or requirements (as the same may be amended from time to time):

5. Codeyoung policies and standards concerning Information Technology and Information Technology Security.: In this respect I understand that the loading or use of software not supplied and authorized by Codeyoung on Codeyoung computer systems and/or the loading or use of Codeyoung Group's software on any other equipment is strictly forbidden;

- a. Codeyoung staff training video on data protection;
- b. Security procedures specific to the building where I am to carry out my assignment; and Codeyoung staff handbook.

6. I also confirm that I shall read or view, and will confirm during the period of my assignment in performing services for any of the Data Controllers with, any other rules or requirements (whether in relation to the data protection legislation referred to in paragraph 4(b) above or otherwise) advised to me by Codeyoung.

I confirm that I have read and understood the above conditions. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



DECLARATION OF ABSENCE OF PROCEEDINGS

I hereby confirm that:

I have never been convicted of a criminal offence involving fraud or dishonesty; and

I have never been declared bankrupt.

Signed _____

Name _____

Codeyoung Dept. / Job title__

Date _____

INFORMATION SYSTEMS USAGE - TERMS AND CONDITIONS

1. Usage of or access to the Internet, computer and software 'equipment' wherever situated in Codeyoung premises or those made available by Codeyoung, its customers or business partners is to be conducted in a business-like and professional manner. Use of Email and computer systems are provided for Codeyoung's business matters only. Any breach is subject to disciplinary procedure, up to and including revocation of access privileges and termination of employment.

Internet and Email access is not to be used for the following purposes, which are expressly forbidden: solicitation of correspondence unrelated to business activities, illegal, libellous or offensive messages, prejudice or harassment whether racial, sexual or of any other kind, action prejudicial to another's business, his reputation or his Internet access (flaming, spamming etc.), for download of pornography, games software or other salacious or frivolous material, for obtaining or purchasing executable (exe) software without specific prior approval or video, audio or music material, nor for participation in news - groups, use-groups or chat-rooms, nor for issuance of any form of formally unauthorized business advice.

2. No legal commitment by Email on behalf of any member of Codeyoung, or for the conclusion of any form of commercial contractual agreement; nor for communication of any advertising/marketing material without prior approval of an authorized person must be made.

3. The user shall respect and abide by all applicable laws, including confidentiality, copyright and data protection laws. In particular, the user must not copy or transmit to third parties the works of others without their permission as this may infringe copyright.

4. Hard copies must be taken of any electronic mail messages which need to be retained for regulatory or other legal purposes, as advised by the Compliance function. Comment – Codeyoung Management to assess if they like to retain this practice.

5. The user must not import files or messages without ensuring that they have first been scanned for viruses.

6. The user will bear in mind at all times that electronic mail messages, however confidential or damaging, may have to be disclosed in court proceedings or investigations.

7. Codeyoung is entitled at any time to examine the computer systems and/or download details of and/or monitor any usage of any kind by the user of the Internet including, without limitation, any Email messages, whether or not created by the user, the content of any pages downloaded and any mechanisms which record the user's use of the Internet.



I **Sushil Kumar Shaw,**

The user acknowledges receipt of the above conditions (which I have read and understood). I accept and agree to comply with, all the matters referred to in them. I understand that failure to do so may result in disciplinary action against me. I also understand that the Company may from time to time notify amendments or additional conditions related to the subject matter above and I agree to abide by them in full compliance thereof.

SIGNATURE

DATE



HR 2.01 F10 – Data Consent Form

Personal data - Consent

In consideration of being evaluated for employment by Codeyoung, for purposes of pre - employment, during employment and post-employment processing of my personal data

I hereby expressly agree and consent as follows:

Codeyoung or its authorized agents or service providers or third parties including platform or aggregators may collect, process and disclose my personal information/data to verify the accuracy of the information I have provided in my application form or during my recruitment process, by conducting appropriate background checks. In this regard, Codeyoung may, amongst other, obtain a personal credit report, conduct a criminal record search, and contact the persons I have appointed as personal references during my recruitment.

I understand and agree that:

My personal information/data may be processed, analyzed and accessed by or on behalf of Codeyoung by third parties whether based in India or other locations, where there may be less stringent data protection laws than in India.

Codeyoung shall protect my Personal Data in accordance with the applicable laws by using industry-standard security and protection protocols.

At any time Codeyoung or its authorized agents or service providers may request, collect, process and disclose my personal information/data for processing my salary, health insurance, employee benefits, for employment or other intranet or internet portals or platforms and other such operations lawfully necessary.

Date:

Signature:

Name

HR 2.01 F10 – Data Consent Form

The CTC provided by the company is will be **INR 7,36,000 per annum**. **INR 4,36,000** is fixed (per annum) and INR 3,00,000 is the variable (per annum). The variable is based on the performance (achieving the revenue targets) and is paid out on a monthly basis as per the existing incentive structure at that point in time.

Full Breakdown of fixed CTC will be given below

- Subject to deductions for Employee’s contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable
- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deductee) to furnish his/ her PAN details to the deductor (Company), failing which the deductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

S.No.	Salary	Annual	Monthly
1	Basic Salary	₹206,300	₹17,192
2	House Rent Allowance	₹82,520	₹6,877
3	LTA	₹20,630	₹1,719
4	Special Allowances	₹103,150	₹8,596
5	Night Allowance	₹36,014	₹3,001
	Gross Salary	₹412,600	₹34,383
	Employer Contribution to PF	₹23,400	₹1,950
A	CTC Total	436000	36333
	Deductions		
1	Professional Tax	₹2,400	₹200
2	Provident Fund	₹1,600	₹1,800
B	Total Deductions	₹4,000	₹2,000
A - B	Net Salary	₹388,600	₹32,383

With regards,

Shailendra Dhakad
Director
Codeyoung

Offer letterDear **Sahil Shafi Magray,****Bangalore**

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, we are pleased to offer you the following employment as **Research Business Development Executive** with **Studiskillz**, with a commencement date of **17/04/2023**. Please report to the undersigned on **17/04/2023, at 11:00 am**.

Your annual CTC (Cost to Company) will be **INR 216000/-** based on the terms and conditions stated herein. Variable is up to **INR 200000**.

This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment. For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. PROBATION

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, at any point in time if you wish to leave the company due to reasons of your own, you will have to serve one month of notice period and in the event that the notice period is not served you will be required to pay compensation amounting to 1 month's salary total pay.

3. JOB TITLE :- Research Business Development Executive

As a term of your employment from time to time you may be required to undertake such other duties as they may be commensurate with the business needs of the Company.

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

- Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.
- You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted in that statement.

- Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.
- In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourself, and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with the Company.

5. SALARY REVISIONS

- The Company may undertake a periodic review of salaries and will notify you of any amendments which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

6. DEDUCTIONS FROM PAY

- When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.
- Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.
- If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

7. HOURS OF WORK

- Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.
- The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

- Subject to your role qualifying for overtime under applicable statutory provisions if occasions so arise when you may be required to work additional hours beyond normal hours.

9. LEAVES

- The Company's holiday year runs from the first day of January to the last day of December in the same year.
- In a Year, you are entitled to total 15 days of earned leave, including 3 day privilege leaves, 6 days of casual leave and 6 days of sickleave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.
- b.** Please refer to the detailed Leave Policy upon joining.
- No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.
- Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

- Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies

affiliated to **Studiskillz**. A change of your place of residence may be required from time to time and you may be transferred from one city to another for the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

- Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact on the effective performance of your services.

12. RULES AND REGULATIONS

- **Studiskillz** is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.
- In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to **Studiskillz** immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment.
- b. Other specific rules and regulations will be notified by the Company from time to time.
- Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

13. CONFIDENTIALITY

- As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters pertaining to **Studiskillz**, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

14. PROTECTION OF PERSONAL DATA

- **Studiskillz** adopts industry standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs.
- In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.
- We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

- You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company.

16. DATA PROTECTION

- Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, yourself, your colleagues, vendors, or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time.
- b. Do not disclose personal data without authority
- Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- c. Lock all printouts away when not in use
- d. Do not disclose your computer password to any unauthorized person.
- Under the Company's policies, it is important that the Company's internal, restricted, or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.
- Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

19. TERMINATION OF EMPLOYMENT BY YOU

- During probation, you are required to give the company at least 15 days notice in writing. Post confirmation, you are required to give the company a minimum of **1 months'** notice in writing. Where a notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee.
- **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.
- **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to as "Pay per Conversion" model wherein you will be eligible to receive 50% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

- You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other **Studiskillz** provided property upon your end of employment. You shall not make any copies of work products or software or retain any of **Studiskillz** assets in your possession after your employment with **Studiskillz** comes to an end. You understand that a breach of this obligation entitles **Studiskillz** to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

- In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to **Studiskillz** in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.
- b. You shall not retain any copies of the same in your personal computer or mail systems.
- You understand that intellectual property is a vital asset for **Studiskillz** and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to **Studiskillz** and allow **Studiskillz** to prosecute a legal action, claim damages or injunctions.
- You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for **Studiskillz**.

22. INDEMNIFICATIONS

- You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause **Studiskillz** financial, reputational or goodwill loss, hence you shall at all times indemnify **Studiskillz**, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

- You shall not directly or indirectly induce, influence, coerce, solicit any of **Studiskillz's** customers or employees. This restriction applies during your tenure with **Studiskillz** and for a duration of two years after termination of your engagement with **Studiskillz**, regardless of the reason for termination of your engagement with **Studiskillz**.

24. AMENDMENTS

- The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules, and regulations applicable to employees. Such changes would be communicated through internal communication to the employees at large. Such changes shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

25. EXCLUSIVE JURISDICTION

- Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

26. SEVERABILITY

- If any part of this agreement is held invalid, void, or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.

27. Addendum for Sales Teams

- ☞ The minimum target to be achieved for every calendar month will be 2.5X of your Cost to Company, if this target is not achieved you will automatically move to pay per performance model wherein you will receive 70% of the revenue generated for the Company.

- Please note there will be 2 weeks of training of which 1 week will be unpaid and post the 2nd week it is mandatory for you to clear the certification.
- You will be assigned basic target for you to achieve for you to get certified.
- If you do not clear the certification, you may be asked to leave the organization and the organization is not liable to pay any compensation for the training period and if you wish to continue with your job, you will be automatically moved to a consultant role and your pay-out will be paid as per 70% of revenue collected.

CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within **7** days of the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,
Human Resource
Studiskillz

ANNEXURE-1

Subject to deductions for Employee's contribution to PF, Professional Tax, Income Tax and other statutory deductions that may be applicable.

- EPFO guidelines for International Worker applicable.
- Any other relevant Compensation & Benefits related matter shall be governed by the service rules and policies in force and applicable from time to time.
- As per IT Act, it is mandatory for all individuals working in India whose receipts are subject to deduction of tax at source (the deducted) to furnish his/her PAN details to the diductor (Company), failing which the diductor (Company) w.e.f. April 2010 will deduct Tax at Source at rates higher than normal as per norms.

Sl no	Salary Breakup	Total	Monthly
1	Basic Salary	1,08,000.00	9,000.00
2	Dearness Allowance	32,400.00	2,700.00
3	House Rent Allowance	54,000.00	4,500.00
4	Special Allowance	21,600.00	1,800.00
	Gross Salary	2,16,000.00	18,000.00
1	Professional Tax	2,400.00	200.00
2	Income tax - TDS	-	-
	Total Deductions	2,400.00	200.00
	Net Salary	2,13,600.00	17,800.00

1	Variable is up to	2,00,000.00
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Yours sincerely,
Human Resource
Studiskillz

Offer letterDear **Sannapureddy Kasi Viswanath Reddy,****Bangalore**

Further to your recent interview, conditional on and subject to no adverse findings arising from any of the employee background verification checks, required to be carried out by the Organization, we are pleased to offer you the following employment as **Research Business Development Executive** with **Studiskillz**, with a commencement date of **17/04/2023**. Please report to the undersigned on **17/04/2023, at 11:00 am**.

Your annual CTC (Cost to Company) will be **INR 216000/-** based on the terms and conditions stated herein. Variable is up to **INR 200000**.

This offer letter upon written acceptance by you shall be deemed as an Employment Agreement.

1. BACKGROUND CHECKS AND REFERENCE CHECKS

a. During the term of your employment, you may also be subject to the same / similar / other background verification checks being repeated at such intervals as may be determined solely by the Company. In the event that there are any adverse findings that arise during the course of or as a result of such background verification checks, you may be subject to disciplinary proceedings up to and including but not limited to termination of your employment. For the purpose of obtaining your present employer's reference, you agree that your written acceptance will constitute your permission to write for reference checks.

2. PROBATION

a. You will be on probation for a period of 15 days during which your performance shall be reviewed by the Company. In case of unsatisfactory performance your probation may be ended or extended subject to additional conditions.

b. Upon successful completion of the probation period without any extension you shall be deemed to have been confirmed in the services of the Company as permanent Employee automatic.

c. Upon your successful completion of probation period and becoming a regular employee, at any point in time if you wish to leave the company due to reasons of your own, you will have to serve one month of notice period and in the event that the notice period is not served you will be required to pay compensation amounting to 1 month's salary total pay.

3. JOB TITLE :- Research Business Development Executive

As a term of your employment from time to time you may be required to undertake such other duties as they may be commensurate with the business needs of the Company.

4. COMPENSATION

a. Your remuneration shall be as per Annexure titled "Annexure-1".

- Salary is subject to Income Tax and other statutory deductions and will be paid into a bank account indicated by you.
- You will receive a monthly pay statement detailing gross pay and deductions. Any subsequent changes to your salary will be highlighted in that statement.

- Periodically your performance will be reviewed. If a performance award (bonus) is applicable, it will usually be paid subject to your performance appraisal, ratings and company performance and other such criteria at payout intervals determined by the Company.
- In the event of an Income tax liability or any other tax liability or any statutory charges arising as a result of your employment with the Company, these will be borne by yourself, and Company shall in no event be liable for payment of these taxes or any other charges of this nature for the period of your employment or after cessation of your employment with the Company.

5. SALARY REVISIONS

- The Company may undertake a periodic review of salaries and will notify you of any amendments which are to be applied. Such reviews will take due consideration of, amongst other things, inflationary, deflationary, market and other economic pressures impacting the company and the staff.

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- When your employment ends, if the number of annual leaves you have taken exceeds your entitlement, an appropriate deduction will be made from your full and final payout.
- Any leave balance outstanding in your name may be encashed subject to the Leave encashment Policy applicable.
- If you are summarily dismissed, or you leave the Company without giving due notice under your contract of employment, your entitlement to holiday pay ends with the date of termination.

7. HOURS OF WORK

- Your usual working hours shall be 8 hours excluding the breaks. However, you may be required to put in additional hours as and when there is a business requirement.
- The business working days of the Company 6 Days a week. For any Shift working, the Company shall inform you reasonably in advance.

8. ADDITIONAL HOURS

- Subject to your role qualifying for overtime under applicable statutory provisions if occasions so arise when you may be required to work additional hours beyond normal hours.

9. LEAVES

- The Company's holiday year runs from the first day of January to the last day of December in the same year.
- In a Year, you are entitled to total 15 days of earned leave, including 3 day privilege leaves, 6 days of casual leave and 6 days of sickleave. This should be informed and approved by HR, AVP & VP/Head of the Department 15 days prior to the leaves.
- b.** Please refer to the detailed Leave Policy upon joining.
- No salary will be paid for periods of unauthorized absence. Unauthorized absence for a period of more than 3 days shall result in termination of employment on grounds of abandonment of employment.
- Subject to conditions prescribed by the law, Maternity Leave for a period of 6 months shall be available to women employees who have worked for a period of minimum of 80 days.

10. PLACE OF WORK AND MOBILITY

- Your usual location of work will be **Bangalore**. However, you may be required from time to time to work at or from any office or location of the Company or within different companies

affiliated to **Studiskillz**. A change of your place of residence may be required from time to time and you may be transferred from one city to another for the business needs of the Company. In case of transfer, your transfer shall be subject to the Relocation Policy.

11. RETIREMENT

- Normal retirement in the company is at age 58. Your employment will terminate automatically at the end of the month in which your 58th birthday occurs, unless you are otherwise advised by individual notice. You may also be retired earlier if found to be medically unfit or suffer any other incapacity that may impact on the effective performance of your services.

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- **Studiskillz** is a business based on integrity and mutual trust. To maintain and safeguard the trust and confidence of customers and the public certain ethical principles and standards of conduct have to be maintained.
- In addition to any requirement under the Code of Conduct, you are also required as a condition of continued employment to disclose to **Studiskillz** immediately and without any delay, any instance of you being arrested or charged or convicted of any criminal offence(s) and / or being declared bankrupt during the course of your employment. Failure to disclose such information may result in disciplinary proceedings up to and including but not limited to termination of employment.
- b. Other specific rules and regulations will be notified by the Company from time to time.
- Policies, Code of Conduct, rules, and regulations may be amended from time to time. You are required to keep yourself updated on such changes.

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- As a condition of employment, you are required to sign and return the Non-Disclosure Agreement in Annexure that pledges confidentiality on all business matters pertaining to **Studiskillz**, its subsidiaries, the company, and its customers. A breach of confidentiality is a material breach and may result in disciplinary proceedings including but not limited to injunction, termination of employment or claims of damages.

14. PROTECTION OF PERSONAL DATA

- **Studiskillz** adopts industry standard software for maintenance of employee and customer data and Personal data of employees and customer data. Such data may be processed for human resources administration purposes, including payroll administration, career development, performance and health and safety administration and such business and operational needs.
- In order to process your personal data, the Company needs your consent. A format of such consent is enclosed with this letter.
- We request you to read and confirm your consent and return the Consent to us. Access to information systems and your personal data will be protected in accordance with our standard practices.

15. USE OF SOFTWARE AND SYSTEMS ACCESS

- You are required to follow policies, rules and procedures laid down by the Company in this letter and those subsequently notified by the Company.

16. DATA PROTECTION

- Under the Company's policies, you have a responsibility to ensure that all personal data, confidential information you process or process, is kept protected. Unauthorized disclosure of personal data of anyone, yourself, your colleagues, vendors, or customers is a material breach and may result in disciplinary action including but not limited to termination of employment and other actions as may be necessary under the applicable laws governing data protection. Therefore, you must ensure that you do the following in addition to all other guidance regarding data protection you may receive from the Company from time to time.
- b. Do not disclose personal data without authority
- Do not access information or systems not directly relevant to each task Do not treat personal data carelessly
- c. Lock all printouts away when not in use
- d. Do not disclose your computer password to any unauthorized person.
- Under the Company's policies, it is important that the Company's internal, restricted, or highly restricted personal records are maintained as accurately as possible. Hence, you must notify the Company in writing of any change in your personal circumstances, such as your address, marital status, birth of children, attainment of professional qualifications, and so forth.

17. Performance Improvement Plan

During this period, you are required to adhere and deliver the KPI (Key performance indicators) which will be communicated to you as and when this is being implemented

18. TERMINATION OF YOUR EMPLOYMENT BY THE COMPANY

- Post confirmation, you may be terminated on the grounds of misconduct, breach of employment terms or policies, breach of laws.
- In the event of misconduct, breach of policies, Code of Conduct, involvement in any criminal activity of sexual harassment incident or similar such reasons, the notice period of one month shall not apply and services may require to be terminated at shorter notice.
- Notice of Termination may be handed to you personally, by email or sent to your last recorded address. The Company reserves the right to ask that you no longer work at your office location for the duration of your notice period in case circumstances so require.

19. TERMINATION OF EMPLOYMENT BY YOU

- During probation, you are required to give the company at least 15 days notice in writing. Post confirmation, you are required to give the company a minimum of **1 months'** notice in writing. Where a notice period as per terms of employment is not served, pay in lieu of notice period would be reduced from the final settlement dues to the employee.
- **Violation during Notice Period:** During notice period you are expected to adhere to all the KPIs and perform to the best of your abilities. In the event that the KPIs are not met, the work and compensation will be considered null and void during the notice period and the compensation as per clause 19.a will have to be paid by you.
- **Corollary:** If during the notice period, you fail to achieve the KPIs – you have an option to move to as "Pay per Conversion" model wherein you will be eligible to receive 50% of the revenue generated and received on behalf of the company.

20. RETURN OF ASSETS UPON END OF YOUR ENGAGEMENT

- You shall immediately return all computers, software, access cards, work deliverables, completed or work in progress and any other **Studiskillz** provided property upon your end of employment. You shall not make any copies of work products or software or retain any of **Studiskillz** assets in your possession after your employment with **Studiskillz** comes to an end. You understand that a breach of this obligation entitles **Studiskillz** to take civil and criminal actions as applicable for recovery of its assets.

21. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

- In consideration of your employment, you agree and hereby assign all intellectual property rights copyrights, patents, trademarks, design rights or any other proprietary right and moral rights assignable to **Studiskillz** in all deliverables you create in the course of your employment including but not limited to software codes, reports, algorithms, analysis etc.
- b. You shall not retain any copies of the same in your personal computer or mail systems.
- You understand that intellectual property is a vital asset for **Studiskillz** and any wrongful disclosure or handling of the same shall result in irreparable loss and injury to **Studiskillz** and allow **Studiskillz** to prosecute a legal action, claim damages or injunctions.
- You shall not use third party's proprietary material or their intellectual property without appropriate authorizations and licenses to produce your work deliverables for **Studiskillz**.

22. INDEMNIFICATIONS

- You understand that breaching actions of yours such as breach of confidentiality, breach of applicable laws, breach of data protection obligations, breach of intellectual property rights may cause **Studiskillz** financial, reputational or goodwill loss, hence you shall at all times indemnify **Studiskillz**, its directors, third parties and employees from and against any claims, losses or damages arising from your breaches or unlawful activities.

23. NON -SOLICITATION

- You shall not directly or indirectly induce, influence, coerce, solicit any of **Studiskillz's** customers or employees. This restriction applies during your tenure with **Studiskillz** and for a duration of two years after termination of your engagement with **Studiskillz**, regardless of the reason for termination of your engagement with **Studiskillz**.

24. AMENDMENTS

- The Company reserves the right to amend the terms and conditions related to employment, the policies, the rules, and regulations applicable to employees. Such changes would be communicated through internal communication to the employees at large. Such changes shall be deemed to be part of your employment conditions. All enclosures herewith are deemed part of your employment agreement with the Company.

25. EXCLUSIVE JURISDICTION

- Your employment and conditions of employment are exclusively governed by the laws of India and the courts of Bangalore shall have the exclusive jurisdiction on any dispute arising on matters related to your employment.

26. SEVERABILITY

- If any part of this agreement is held invalid, void, or unenforceable, the remainder of the terms shall continue to be fully enforceable minus the portion which is not enforceable.

27. Addendum for Sales Teams

- The minimum target to be achieved for every calendar month will be 2.5X of your Cost to Company, if this target is not achieved you will automatically move to pay per performance model wherein you will receive 70% of the revenue generated for the Company.

- Please note there will be 2 weeks of training of which 1 week will be unpaid and post the 2nd week it is mandatory for you to clear the certification.
- You will be assigned basic target for you to achieve for you to get certified.
- If you do not clear the certification, you may be asked to leave the organization and the organization is not liable to pay any compensation for the training period and if you wish to continue with your job, you will be automatically moved to a consultant role and your pay-out will be paid as per 70% of revenue collected.

CONFIRMATION OF ACCEPTANCE

We request you to complete and return a copy of this letter as a token of written acceptance of this offer. If we do not receive a written acceptance as above from you within **7** days of the date of this letter, we shall assume that you do not wish to take up this offer of employment and our offer will lapse automatically. We sincerely hope that you will accept this appointment and look forward to having you onboard.

Yours sincerely,
Human Resource
Studiskillz