

ZenHeal Wellness Private Limited

Confidential



29th May 2021

Dear Aditi Saxena,

OFFER OF EMPLOYMENT

ZenHeal Wellness Private Limited ("Company") is pleased to offer you regular full-time employment in the capacity of "**Inside Sales Executive – Patient Counselor**". Your reporting requirements, duties and responsibilities will be indicated after acceptance of our offer, and which may be changed by the Company from time to time. Your employment with the Company shall be subject to a probationary period of 6 months which period shall commence from the date of your joining the Company. The Company may choose to extend such probationary period to the extent it deems fit. At the end of the probation period, your position in the Company will be automatically confirmed unless otherwise notified by either the Company or yourself in accordance with the terms of this offer letter and its annexures.

Your all-inclusive gross annual compensation on a cost to company basis shall be **INR 450,000** (Please refer to **Annexure B** for details), which shall be inclusive of the applicable statutory benefits, if any, and tax to be deducted at source. Your compensation shall be paid on a monthly basis, by the 5th of next month, or subject to Company policy. If you have joined on or after 23rd of any month, the compensation for working days of that month shall be paid along with next month's compensation. The compensation structure shall be finalized by the Company's account department and / or human resource manager.

Please refer to **Annexure A** which provides the terms and conditions of your employment with the Company. All other terms of your employment, including the code of conduct, will be in accordance with the policies and procedures of the Company (as contained in the Compliance Manual). The Compliance Manual may be accessed on the Company's intranet or may be made available on requesting the human resource manager.

Please note that our offer is conditional upon satisfactory feedback from your references and necessary background, academic, medical, credit / financial and criminal checks. Our offer is also contingent upon your complete and accurate disclosure to the Company of any and all agreements (non-competition, nonsolicitation, employment, confidentiality or otherwise) with any prior employer, clients, principals, partners or others which in any way limit you either contractually or otherwise from engaging in any business activities required or contemplated by the Company in this offer of employment. The Company reserves the right to withdraw or vary this offer of employment without any obligation whatsoever.

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The terms of this letter along with the annexures hereto and the Compliance Manual forms the entire agreement and understanding with respect to your employment with the Company, and supersedes all prior discussions with or representation by the Company.

As part of the requirements of **Appendix A**, please provide to us the title, date and supporting documentation of any Employee Prior IP (as defined in **Appendix A**) in your possession. If you do not provide us to details of any Employee Prior IP in your possession before accepting this offer, you represent and warrant that there is no such Employee Prior IP in your possession.

You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity without our prior written consent.

Please indicate your acceptance of this offer by signing on the duplicate of this letter and return it to us by **30th May 2021**. This offer shall automatically lapse unless you confirm your acceptance of it and return a copy within the prescribed time.

We look forward to your joining us.

Yours sincerely,



Kishan Shah

Authorised Signatory

Acceptance

I hereby agree to and accept the terms and conditions of this offer for regular full-time employment with ZenHeal Wellness Private Limited. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer. I can commence employment with the Company on **01st June 2021**.



Signature

Name: Aditi Saxena

Date: 29/05/2021

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Annexure A

TERMS AND CONDITIONS OF EMPLOYMENT

1. DEFINITIONS AND INTERPRETATION

In this Annexure:

- 1.1 **“Affiliate”** means any Person that directly or indirectly through one or more intermediaries, controls or is controlled by or is under the common control as that of the Company;
- 1.2 **“Business”** means the business of the Company, being inter alia the provision of all types of services including but not limited to treatment guidance to cancer patients, connecting with oncologists, connecting with diagnostic labs, integrative oncology counseling, community service, any other service to cancer patients or people with the risk of being diagnosed with cancer;
- 1.3 **“Company”** shall mean ZenHeal Wellness Private Limited, a company incorporated under the Indian Companies Act, 2013.
- 1.4 **“Competitor”** means and includes all such Persons whether domestic or foreign, which carry on or which are likely to carry on business similar to the Business as defined herein above and/or directly or indirectly compete or have the potential to compete with the Company;
- 1.5 **“Confidential Information”** means and includes, information which is confidential and proprietary to the Company and/or Affiliates and/or to certain third parties with which the Company and/or Affiliates has relationships, and disclosed to or obtained by the Employee from the Company and/or Affiliates and/or such third parties, whether (without limitation) in graphic, written, electronic or machine readable form on any media or orally and whether or not the information is expressly stated to be confidential or marked as such and includes, but is not limited to information of value or significance to the Company and/or Affiliates and/or its Competitors (present or potential) but does not include information: (i) that is in the public domain other than by Employee's breach of this Annexure and/or of any other agreement to which the Employee is bound by; (ii) that was previously known by Employee, as established by written records of the Employee prior to receipt of such information from the Company and (iii) that was lawfully obtained by the Employee from a third party without any obligations of confidentiality to Company. Upon the request of the Company, the Employee shall from time to time sign confidentiality agreements for the protection of Confidential Information, the terms and conditions of which shall be in accordance with the requirements of the Company;
- 1.6 **“Company Policies”** shall mean the policies and procedures of the Company as specified in Clause 10 of this Annexure;

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- 1.7 **“Employee”** shall mean the employee of the Company as named at the end of this Annexure.
- 1.8 **“Intellectual Property”** includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs, data, documents, instruction manuals, records, memoranda, notes, user guides; in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments;
- 1.9 **“Intellectual Property Rights”** or **“IPRs”** include (i) all rights, title, and interest under any statute or under common law including patent rights; copyrights including moral rights; and any similar rights in respect of Intellectual Property, anywhere in the world, whether negotiable or not; (ii) any licenses, permissions and grants in connection therewith; (iii) applications for any of the foregoing and the right to apply for them in any part of the world; (iv) right to obtain and hold appropriate registrations in Intellectual Property and, (v) all extensions and renewals thereof; (vi) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same;
- 1.10 **“Offer Letter”** means the letter for the offer for employment issued by Company to the Employee;
- 1.11 **“Person”** or **“Persons”** means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof that is not a party to this Annexure;
- 1.12 **“Property”** includes, but is not limited to the:
- i. internal memoranda, approval notes, computer equipment (including software), training materials, books, and all other like property, including all copies, duplications, replications, and derivatives of such property which embody Confidential Information and Intellectual Property or any other information concerning the Business, of the Company, whether such documents have been prepared by the Company or any other Person;
 - ii. papers, blueprints, drawings, specifications, pen drives, laptops, keys, pass cards, passwords, identification cards, photographs, charts, graphs, notebooks, customer lists, computer disks, tapes or printouts, sound recordings and other printed, typewritten or handwritten documents, sample products, prototypes and models or any other property belonging to the Company and/or its Affiliates.
 - iii. any residential accommodation, automobile, furniture, fixtures, fittings and furnishings, communication equipment, and all other items; and,
 - iv. any tangible expression of Confidential Information, including, without limitation, photographs, plans, notes, renderings, journals, notebooks, computer programs and samples relating thereto.

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- 1.13 The Company and Employee shall hereinafter jointly be referred to as the “**Parties**” and severally as the “**Party**”.
- 1.14 Unless the context of this Annexure otherwise requires (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Annexure; (iv) whenever this Annexure refers to a number of days, such number shall refer to calendar days unless otherwise specified; (v) headings are used for convenience only and shall not affect the interpretation of this Annexure; and (vi) references to the Recitals, Clauses and Appendices shall be deemed to be a reference to the recitals, clauses and appendices of this Annexure.

2. EMPLOYMENT

- 2.1 Relying upon the representations made by the Employee with regard to the Employee's academic education, background, work experience etc., the Company shall employ the Employee as upon the terms and conditions set forth in the Offer Letter, with effect from the date as stated in the Offer Letter (“**Date of Employment**”).
- 2.2 Subject to the provisions of termination as hereinafter provided, the term of this Agreement shall be deemed to have begun from the Date of Employment and shall continue until terminated by either Parties in accordance with Clause 8 hereof.

3. DUTIES AND RESPONSIBILITIES, TRANSFER, ETC.

- 3.1 The Employee hereby agrees and undertakes to perform various duties and undertake various responsibilities in this respect, and devote the whole of his time and attention to the Business, to the best of his skills and abilities and to promote the interests and welfare of the Company.
- 3.2 The Employee shall be required to work from 9:00 AM to 7:00 PM from Monday to Saturday (“**Working Hours**” - subject to Company's policies). However, the Employee may be required to work outside the Working Hours from time to time. Any variations in the working hours are at the sole discretion of the Employer. In case of continuous delay or habitual absence in reporting for duty on time, the Employer is entitled to take disciplinary action against you, including but not limited to termination of employment.
- 3.3 The Company may, at its sole discretion, second, depute, assign and / or transfer the Employee to any other office of Company in India or to any Affiliates of the Company or to any third parties. The Employee hereby consents to any such secondment, deputation, assignment and/or transfer by the Company of the Employee's employment including to third parties. Further, in such case, the Employee shall also be bound by any policy of such other office or Affiliate, in existence or that may be subsequently framed by the Company or the Affiliate. The Employee may also be required to make visits and travel both within India and overseas, as may be necessary for the proper discharge of his duties.

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- 3.4 While in the employment of the Company, the Employee is not allowed to be employed in any other organization on a permanent, temporary or part time basis or offer his/her services with or without consideration to any physical person, legal entity or public authority or be occupied in Employee's own business, without the prior written consent of the Company. The Employee shall comply with all directions given to the Employee by the Company and faithfully observe all the rules, regulations, and arrangements applicable to Employee.
- 3.5 The Employee is required to disclose in writing to the Company all of Employee's business interests, if any, whether or not they are similar to or in conflict with the business(es) or activities of the Company and all circumstances, in respect of which there is or there might in the future be a conflict of interest between the Company and Employee or any of Employee's immediate relatives. The Employee agrees to disclose fully to the Company in writing any such interests or circumstances which may arise during Employee's employment immediately upon accruing of such interest or occurring of any such circumstances.
- 3.6 The Employee agrees that he/she will not enter into any contract, agreement or arrangement with any person or entity that binds the Company or creates any liability or obligation upon Company, without obtaining a specific prior written permission from the Company. The Employee shall also not communication with the media in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

4. REMUNERATION

- 4.1 The Employee shall be entitled to the remuneration as provided in the Offer Letter. The Company may change the remuneration structure from time to time.
- 4.2 The Company may in its sole discretion, award discretionary annual bonus in any amount and in any form to the Employee.
- 4.3 The Company may withhold from any amounts payable under the Annexure such central, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation. The Employee shall be obligated to report as income all compensation received by the Employee. In case of any under-withholding, the Employee shall be responsible to pay the necessary tax.

5. NON-SOLICITATION AND NON-COMPETITION

- 5.1 The Company has legitimate interests to protect in maintaining a stable and trained workforce, as well as its trade connections. As the Employee will have access to confidential information in the course of his/ her employment with the Company, the Employee also acknowledge and agree that should he/ she be engaged directly or indirectly in any capacity in any business in competition with the Company, he/ she is likely to be placed in a position of conflict requiring him/ her to apply, use or disclose any confidential information and/or his/ her personal knowledge and/or influence over any business partner or employee of the Company resulting in the Company suffering irreparable and continuing damage for which monetary damages may be insufficient.

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The Employee hereby agrees and undertakes that during the term of the employment with the Company and for a period of twelve (12) months following the cessation of employment with the Company, the Employee will not:

- i. solicit, offer to engage, employ or otherwise endeavor to solicit or entice away from the Company and/ or its affiliates, any employee of the Company who could materially damage the interests of the Company including but not limited to maintaining the stability of the workforce, if that employee were to leave the employment of the Company; and/ or
 - ii. solicit, induce or entice away any existing or prospective clients (i.e. any person or organization with whom the Company and/or its affiliates is in advanced stages of exploring a professional or business relationship) or business partners or potential business partners of the Company and/or its affiliates, with whom the Employee had direct or material dealings within the twelve (12) months immediately preceding the termination of his/her employment with the Company, to entice such clients or business partners or potential business partners away from the Company and/or its affiliates or to damage in any way their business relationship with the Company and/or its affiliates or for the provision of substantially the same or similar services provided to such clients or business partners or potential business partners by the Company and/or its affiliates; and/ or
 - iii. solicit and/or attempt to solicit or undertake employment with any client of the Company and/or its Affiliates or any organization where the employee has been taken or sent for training, deputation or secondment or professional work by the Company
- 5.2 The Employee hereby agrees and undertakes that during the term of the employment with the Company, the Employee shall not, directly or indirectly, either as an individual on his own account or as a partner, employee, consultant, advisor, agent, contractor, director, trustee, committee member, office bearer, or shareholder (or in a similar capacity or function) enter the employ of, or render any other services to any person or entity.
- 5.3 It is agreed by and between the parties that the employment with the Company and the compensation payable under this Annexure shall be sufficient consideration for this Clause.
- 5.4 The Employee hereby acknowledges and agrees that the limitations as to time and the limitations of the character or nature placed in this Clause 5 are reasonable and fair and will not preclude the Employee from earning a livelihood, nor will they unreasonably impose limitations on the Employee's ability to earn a living. The Employee expressly acknowledges and agrees that each and every restraint imposed by this Annexure is reasonable with respect to subject matter, time period and geographical area.
- 5.5 The Company may, at its sole option, relieve, wholly or in part, the Employee, from complying with the provisions of this Clause 5.
- 5.6 For all purposes of this Clause 5, the Company shall be construed to include the Company and its Affiliates.

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6. CONFIDENTIAL INFORMATION

- 6.1 The Employee acknowledges that during the course of the Employee's employment with the Company, the Employee has and will have access to Confidential Information of the Company and/or Affiliates and/or received by the Company from third parties, which is confidential to the Company and/or Affiliates and/or such third parties. The Employee acknowledges and agrees that Company has explained that such Confidential Information is the valuable property of the Company/ Affiliates and/or their customers and is critical to the Business.
- 6.2 The Employee shall during the term of employment and at all times thereafter, undertake to take reasonable care of and forever hold the Confidential Information in confidence and shall not publish, disclose, communicate or disseminate, any time, to any Person or competitor of the Company/ Affiliates; or use for any purpose any Confidential Information other than such purposes as shall be required to fulfill the Employee's duties with the Company, or remove any Confidential Information, in whole or in part, from the Company's premises, without the Company's prior written permission. The Employee shall inform the Company immediately if the Employee suspect or becomes aware of any unauthorized communication, publication, disclosure or use of Confidential Information by any party (including any person, firm or company) during the Employee's employment with the Company.
- 6.3 Notwithstanding the aforesaid provisions, the Employee may disclose Confidential Information where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that the Employee shall in such a case give the Company a reasonable notice of any prospective disclosure and shall assist the Company in obtaining an exemption or protective order preventing such disclosure.
- 6.4 The Employee shall return to the Company or to its nominees Confidential Information, including copies thereof irrespective of storage or presentation medium, including all electronic and hard copies thereof, and any other material containing or disclosing any Confidential Information which is in the Employee's possession, power and control as and when called upon by the Company and upon termination of employment, at the option of the Company, destroy the same and will not make or retain any copies (including electronic copies) of such Confidential Information. Until such time as all such Confidential Information is returned or destroyed, the Company shall, in addition to initiating legal proceedings for recovery of the same, be entitled to withhold any salary, emoluments or other dues of the Employee. Further, the Employee shall compensate the Company for any misuse of the Confidential Information. The Employee undertakes not to retain copies, including electronic copies, of any Confidential Information upon the expiry or termination of this Agreement. On or immediately after the termination of employment, the Employee may be required to certify to the Company that the Employee has complied with the obligations imposed under this clause.
- 6.5 The Employee understands that access to the Company's databases and table structures, including but not limited to databases or table relating to clients, salary information, benefits, etc., is only on a "need to know basis". The Employee understands that he/she is not permitted to access any database and tables, unless the database or table directly relates to the work being performed by the Employee, and the Employee agrees that he/she will not access any databases or tables other

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than those necessary to perform the Employee's duties. The Employee understands that accessing a Company database or table that does not directly relate to the work required to be performed by the Employee may, at the sole option of the Company, result in disciplinary action, up to and including termination of employment. The Employee also understands and agrees that sharing passwords, using another employee's password, or allowing someone to use a password that has been designated solely as the password of the Employee may at the sole option of the Company, result in disciplinary action up to and including termination. The Employee also understands that the Company may monitor and review which databases and tables that the Employee has been accessing at any time without prior notice to the Employee.

6.6 During the term of employment, the Employee will not improperly use or disclose any confidential information or trade secrets, if any, of any other person to whom the Employee has an obligation of confidentiality, and the Employee will not bring onto the premises of the Company or Company's clients any unpublished documents or any property belonging to any other person to whom the Employee has an obligation of confidentiality, unless consented to in writing by such person.

6.7 In addition to the confidentiality provisions contained herein, the Employee is required to comply with the confidentiality and non-disclosure provisions as contained in the Company's Compliance Manual.

7. INTELLECTUAL PROPERTY

- i. "Intellectual Property Rights" includes patents, rights to Inventions, copyright and related rights, trademarks, trade names and domain names and other Internet resource locators, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in mask works, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets but excluding skillsets and abilities innate to you, without prejudice to your other obligations relating to trade secrets or confidential information towards the Company), and any other Intellectual Property Rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, all rights to sue for past and future infringements thereof, and such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, and all for the full duration of such rights (including any renewals, extensions and reversions).
- ii. "Inventions" means all know-how (but excluding skillsets and abilities innate to you, without prejudice to your other obligations relating to trade secrets or confidential information towards the Company), proprietary techniques, proprietary processes, proprietary methods, inventions, discoveries, developments, innovations and improvements conceived or made in relation to any subject matter, whether or not patentable or capable of registration, and whether or not recorded in any medium, and whether or not made during working hours or using the Company's premises or resources. "Invention" shall not include any information currently in the public domain, provided such information is not in the public domain as a result of a breach of your terms of employment, or such information that is unrelated to the employees' work at the Company.

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- iii. "Employee Work Product" means any subject matter in which Intellectual Property Rights are capable of subsisting including (but not limited to) Inventions, trade secrets, copyrightable works, improvements, discoveries, (whether patentable or not), computer source code/output, graphics, documentation, emails, prototypes and other subject matter, which is made or worked on: (i) pursuant to the terms of employment, (ii) in the course of your employment, including in the course of your normal or assigned duties (including where Employee Work Product may be reasonably expected to result from the execution of your duties), (iii) pursuant to any obligations to further the interests of the Company that may be applicable, or (iv) in the course of any commissioned / special projects you may participate or be involved in connection with your employment with the Company. For the avoidance of doubt and greater clarity, "Employee Work Product" shall not include any Employee Prior IP and, ideas and concepts generated during the employment with the Company which are not discussed, documented or worked on.
- iv. "Moral Rights" means any rights to claim authorship of an Employee Work Product, to object to or prevent the modification of any Employee Work Product, or to withdraw from circulation or control the publication or distribution of any Employee Work Product, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is expressed or generally referred to as a "moral right".
- v. "Employee Prior IP" means any subject matter in which Intellectual Property Rights are capable of subsisting which was in existence and owned by you prior to commencement of your employment with the Company.
- vi. "Third Party IP" means any subject matter in which Intellectual Property Rights are capable of subsisting which is owned by a third party.

7.1 Ownership and Assignment of Intellectual Property Rights in the Employee Work Product

You agree that the Company shall own, exclusively and in perpetuity, all rights, titles and interest, including but not limited to all Intellectual Property Rights (as defined below) in and to all Employee Work Product.

You agree that the Company, in its sole option and absolute discretion, may apply for, prosecute and obtain registrations of such Intellectual Property Rights in and to the Employee Work Product anywhere in the world and that the grant of any registered Intellectual Property Rights or similar protection so derived shall be in the name of and vest entirely in the Company.

If for any reason, the Company shall not be deemed to be the sole and exclusive owner of all right, title, and interest in and to the Employee Work Product or any part thereof, you hereby unconditionally, perpetually and irrevocably assign to the Company and its successors and assigns any and all of your right, title and interest thereto, including without limitation any and all Intellectual Property Rights for all uses and purposes whatsoever in and to the Employee Work Product.

You further agree and acknowledge that all rights granted by you to the Company pursuant to this section are unconditional, irrevocable and without right of rescission or reversion under any circumstances whatsoever.

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In no event shall you have any right to rescind the agreement as to ownership arrangements herein or to revoke any of the rights herein granted, or enjoin or restrain the exploitation of the Employee Work Product or other project or work based on such Employee Work Product.

7.2 Assistance in following up on rights in the Employee Work Product

For the avoidance of doubt and without limiting the generality of the foregoing, you agree that you will:

- i. ensure that the Company is duly notified, kept informed (and up to date), of all Employee Work Product;
- ii. at the request of the Company, whether during or after termination of your employment with the Company, do any and all acts and things required, including but not limited to signing and providing any and all documents or testimony all in such form as may be required, or any other assistance that is reasonably necessary to assign, file, register or otherwise secure to the Company exclusive rights to Employee Work Product in all countries and further, not to attempt to register or assert ownership of any Intellectual Property Rights in any Employee Work Product unless requested by the Company to do so;
- iii. lend such assistance as required at the Company's request in connection with any opposition to, or intervention regarding an application for patents or any other Intellectual Property Rights or other proceedings relating to such Intellectual Property Rights or application thereof;
- iv. perform, without charge to the Company or the Company's related entities, during and after your employment with the Company, all acts deemed necessary or desirable by the Company or its designee(s) to permit and assist it, at its expense, in perfecting and enforcing the full benefits, enjoyment, rights and title throughout the world in the Inventions assigned to the Company or its designee(s) hereunder (such acts may include, but are not limited to, execution of documents and assistance or cooperation in the registration and enforcement of applicable patents and copyrights or other legal proceedings);
- v. except with the Company's prior written consent, not publish or otherwise disclose to third parties outside of the Company any information in relation to any Employee Work Product, whether directly or indirectly;
- vi. on leaving the Company's employment, you shall promptly hand over to the Company all drawings, copies of drawings, tables, notes, correspondence, writings, graphics / images, or other subject matter or media that, in whole or part, contains or embodies or incorporates Employee Work Product in your possession, power or control relating, and not retain any such document or writing;
- vii. waive any and all Moral Rights (as defined below) which you may have in such Employee Work Product, and to assign (and cede control of) all such Moral Rights to the Company.

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Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights in and to the Employee Work Product, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of Intellectual Property Rights or protection in respect of the Inventions, with the same force and effect as if executed and delivered by you.

7.3 Declarations on Employee Prior IP and Third Party IP:

You agree that you will now and going forward:

- i. identify and declare to the Company (with sufficient particularity as the Company may reasonably require) any Employee Prior IP; and
- ii. if you incorporate or integrate in any way any Employee Prior IP into any Employee Work Product, you automatically grant to the Company (and its successors, licensees and assignees) a broad license to use, copy, exploit and modify any Employee Prior IP as part of any Employee Work Product that may be assigned to the Company; and
- iii. whenever you incorporate, improve on, integrate in any way any Third Party IP in connection with any Employee Work Product, you will:
 - identify and declare to the Company (with sufficient particularity as the Company may reasonably require) the relevant Third Party IP; and
 - warrant that permissions and consents have been obtained for such Third Party IP, and particularise (and where required by the Company, substantiate) such permissions or consents.

In connection with the requirements of paragraph 7.3(i) of this Section please provide to your human resources business partner the title, date and supporting documentation of any Employee Prior IP in your possession before signing the offer letter. If you do not provide to your human resources business partner details of any Employee Prior IP in your possession before your acknowledgement of these terms, you represent and warrant that there is no such Employee Prior IP in your possession.

8. TERMINATION OF EMPLOYMENT

8.1 Termination by either Party: Either Party may terminate this Agreement upon written notice to the other Party. The termination would be effective after one month from the date of the receipt (by the other Party) of such notice (hereinafter referred to as the "Notice Period"). Alternatively, the Company may terminate the Employee's employment with immediate effect, without giving the Employee salary in lieu of notice or pro-rated salary for the balance Notice Period in case the Employee has been permitted to work during the Notice Period. In case the Employee has given a notice to terminate his employment, the Company may, at its sole discretion, permit the Employee

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to leave service during the Notice Period without any salary in lieu of notice or pro-rated salary for the balance notice period.

8.2 Termination during probationary period: Notwithstanding anything aforesaid, if the Employee is serving his/her probationary period), his/her employment can be terminated by either Party upon giving the other fourteen days' notice. Alternatively, the Company may terminate the Employee's employment with immediate effect, without giving the Employee salary in lieu of notice or pro-rated salary for the balance Notice Period in case the Employee has been permitted to work during the Notice Period. In case the Company terminates the Employee's employment during the probationary period, the Company shall have the right to modify / adjust the remuneration to be due to the Employee during the probationary period as the Employer may deem fit. In case the Employee has given to terminate his employment, the Company may, at its sole discretion, permit the Employee to leave service during the period of notice without any salary in lieu of notice or prorated salary for the balance notice period as per this sub-clause 8.2.

8.3 Termination by Company due to Employee's misconduct: Notwithstanding anything mentioned in above sub-clauses 8.1 and 8.2, the Company may terminate Employee's employment, with immediate effect by a notice in writing (without salary in lieu of notice or for the employed period), in the event of Employees' misconduct, as may be provided under the labor laws or in the Compliance Manual.

8.4 Garden Leave during Notice Period: The Company may place the Employee, at any time during the notice period, to stay away from work in order to prevent probable misuse of sensitive business information of the Company which may compromise the Company's interests. Such garden leave period may be enforced by the Company in its sole discretion. During garden leave and unless specifically instructed by the Company, the Employee shall:

- i. not contact the employees, clients, business partners, professional contacts or counterparties of the Company
- ii. not carry out any duties or exercise any work powers or responsibilities
- iii. return all Company properties and communication devices, and not access any systems of the Company
- iv. not perform work for or be employed by another company
- v. notify the Company of any change of address or contact details
- vi. cease to be an authorized signatory of the Company or hold a power of attorney for the Company, and vii. continue to be bound by the expressed and implied duties of employment, including, without limitation, by the duty of fidelity and good faith owed to the Company.

9. COMPANY'S PROPERTY - EMPLOYEE'S DUTY TO RETURN

9.1 Any and all of the Company's Property, Confidential Information and Intellectual Property of the Company acquired by or in the possession of the Employee, shall be returned to the Company immediately upon termination of employment or sooner as may be requested by the Company. It is further agreed and understood that until such time as all of the Company's Property, Confidential Information and Intellectual Property are returned, the Company shall, in addition to initiating legal proceedings for recovery (and without prejudice to any other rights or remedies that Company may have under law or equity), be entitled to withhold any salary, emoluments or other dues of the

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Employee then or in future payable to the Employee, and may further, at its discretion, deduct therefrom the full value of the said property/ properties calculated at its then replacement price. The Employee recognizes and agrees that the Company shall be entitled to recover from the Employee and the Employee shall be bound and liable to make good to the Company any loss suffered by the Company on account of misuse of the Company's Property, Confidential Information and Intellectual Property by the Employee and/or any damage occasioned to the Company's Property, Confidential Information and Intellectual Property whilst in the custody of or entrusted to the Employee.

10. COMPANY POLICIES

10.1 The Employee agrees and undertakes that the Employee shall be bound by all the policies and procedures of the Company including those contained in the Compliance Manual, as may be drafted, revised, amended and/or updated from time to time by the Company. In case of any conflict between the provisions contained in this Annexure and the Compliance Manual, the provisions contained in the Compliance Manual shall prevail.

11. WAIVER

11.1 No waiver by the Company of any breach by the Employee shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Annexure.

12. MISCELLANEOUS

12.1 **Amendments:** No change, modification, or termination of any of the terms, provisions, or conditions contained herein shall be effective unless made in writing and signed or initialed by both the Parties.

12.2 **Survival:** Termination of Employee's employment shall not affect those provisions hereof that by their nature are intended to survive such termination.

12.3 **Assignment:** Except as otherwise provided in this paragraph, the Employee's employment shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns. No right or interest hereunder shall be assignable by the Employee, his beneficiaries, or legal representatives without the Company's prior written consent; provided, however, that nothing in this Section 12.3 shall preclude the Employee from designating a beneficiary to receive any benefit payable hereunder upon his death, or the executors, administrators, or other legal representatives of the Employee or his estate from assigning any rights hereunder to the person or persons entitled thereunto. This agreement shall be assignable by the Company to a subsidiary or affiliate of the Company; to any corporation, partnership, or other entity that may be organized by the Company, its general partners, or its officers, as a separate business unit in connection with the business activities of the Company or of its general partners or officers; or to any corporation, partnership, or other entity resulting from the reorganization, merger

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or consolidation of the Company with any other corporation, partnership, or other entity or any corporation, partnership, or other entity to or with which all or any portion of the Company's business or assets may be sold, exchanged or transferred.

12.4 Severability: If any paragraph, sub-paragraph, or provision of this Annexure, or the application of such paragraph, sub-paragraph, or provision, is held invalid or excessively broad by a court of competent jurisdiction, the remainder of this Annexure, and the application of such paragraph, subparagraph, or provision to Persons, or circumstances other than those with respect to which it is held invalid shall not be affected.

12.5 Data Privacy: The Company may, in connection with the Employee's employment, receive personal data relating to him or third parties associated with him (such as spouse or children). Such data may be received from the Employee, or from other sources, and some limited personal data may be recorded directly or indirectly by internal security systems or by other means. Company may process such data for relevant and limited purposes. The Employee expressly consents to (i) the processing of his personal data by the Company; (ii) the collection and processing of sensitive personal data about him for limited purposes; (iii) the transfer worldwide of personal data held about him by the Company to other employees and offices of the Company's worldwide organization and to third parties where disclosure to such third parties is required in the normal course of business or by law; and use of his personal images and voices in marketing material, videos, etc.; and (iv) treating any personal data to which the Employee has access in the course of his employment strictly in accordance with Company policies and procedures and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to him.

12.6 No Attachments: Except as required by law, no right to receive payments shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, or hypothecation, or to execution, attachment, levy, or similar process or assignment by operation of law, and any attempt, voluntary or involuntary, to effect any such action shall be null, void and of no effect.

12.7 No Coercion or Duress: The Employee enters into this Annexure with full understanding of the nature and extent of the restrictive covenants contained herein, and acknowledges that because of the nature of the Company's business, this Annexure would not be entered into without the restrictive covenants contained herein. The Employee acknowledges and agrees that he is entering into this Annexure voluntarily and of his own free will in order to obtain the benefits of employment with the Company. The Employee acknowledges and agrees that he has not been coerced or suffered any duress in order to induce him to enter into this Annexure.

12.8 Cooperation with Investigations, Litigation, Etc.: The Employee shall provide reasonable cooperation and assistance to the Company with regard to: (i) any investigation conducted by the Company relating to the Company's business and affairs (including, without limitation, investigations into the actions or omissions of personnel or Affiliates of the Company); and (ii) any litigation or similar dispute resolution proceeding involving the Company. Such cooperation and assistance shall include, without limitation, providing information and records, being available for interviews or legal proceedings at the Company's offices or otherwise, and giving testimony. The

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Company shall reimburse the Employee for reasonable, documented, out-of-pocket travel, meal and lodging expenses incurred by the Employee in providing such cooperation and assistance

12.9 Governing Law and Dispute Resolution: This Annexure shall be governed and construed in accordance with the laws of India. Any dispute arising out of or in connection with this Annexure, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Mumbai in accordance with the Arbitration Rules for the time being in force, which rules are deemed to be incorporated by reference in this clause.

Annexure B

EMOLUMENTS OFFERED TO EMPLOYEE

Annual cost to company: INR 450,000

Variable pay up to INR 2.5 LPA

Break-up of cost to company:

	Monthly	Yearly
Basic salary	14,625	175,500
House rent allowance	7,313	87,750
Telephone & Internet allowance	1,200	14,400
Conveyance allowance	1,600	19,200
Statutory bonus	583	6,997
Supplementary allowance	3,929	47,153
Annual retention – to be paid after 1 year of joining	3,250	39,000
Net cost to company	32,500	390,000
Professional tax	200	2,400
Estimated take-home CTC	32,300	387,600
Medical discounts for family (from network partners)	5,000	60,000
Total cost to company	37,500	450,000

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Please note that the above is a recommended guideline. The above-mentioned allowances and / or perquisites shall be payable subject to the limits prescribed under law. The Company reserves the right to change the list of allowances and / or perquisites from time to time. Telephone & internet allowance includes reimbursement of expenditure on telephone bills and broadband charges. Family medical discounts range from 5% to 40%, depending on the nature of service on which discount is taken, provided the service is taken from a network partner and pre-approval for the same has been taken in this regard from the Human Resource Manager or Management.