

EMPLOYMENT AGREEMENT

SURAKSHA DIAGNOSTIC PRIVATE LIMITED

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** is made and executed on 1st October 2020 ("Effective Date") by and between:

- (1) **SURAKSHA DIAGNOSTIC PRIVATE LIMITED**, a company duly organized and existing under the Companies Act, 1956 and having its registered office at DG-12/1, Premises 02/327, Block DG, Street 327, Action Area 1D, New Town, Kolkata - 700156, West Bengal, India (hereinafter referred to as the "**Company**", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

- (2) **DR. SOMNATH CHATTERJEE**, aged about 60 years and residing at BB-29, Flat No. 12, Sector -1, Salt Lake City, Kolkata - 700 064 (hereinafter referred to as the "**Employee**").

The Company and the Employee shall jointly be referred to as the "**Parties**" and individually as a "**Party**", wherever the context so permits.

WHEREAS:

- (A) The Company is engaged in the business of establishing and operating diagnostic service centers including pathology, radiology and pathological testing laboratories and polyclinic operations.
- (B) The Employee is currently employed as an Executive Director of the Company.
- (C) The Company and the Employee wish to record the revised terms and conditions governing the Employee's continued employment with the Company as set out hereunder.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN AND FOR THE COMPENSATION AS STATED HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS

1. DEFINITIONS AND INTERPRETATION

1.1. In the Agreement, the following expressions shall have the following meanings:

- 1.1.1. "**Affiliate**" of the Company means any company/entity that Controls, is Controlled by or is under common Control with the Company.
- 1.1.2. "**Agreement**" means this employment agreement together with the recitals and schedules.
- 1.1.3. "**Board**" means the board of directors of the Company, or any duly appointed committee of it.



1.1.4. **"Business"** means the business of the Company as described in Recital (A) above together with any other business or enterprise that the Company may undertake in future during the term of employment of the Employee.

1.1.5. **"Cause"** means:

1.1.5.1. the Employee is guilty of any fraud, gross negligence and wilful misconduct in connection with the Company or the Business;

1.1.5.2. the Employee has been found guilty of any criminal offence or an offence which is punishable by imprisonment or which otherwise results in material adverse effect or reputational damage to the Company; or

1.1.5.3. the Employee has committed any act of bankruptcy or shall have taken advantage of any statute for the time being in force offering relief for insolvent debtors.

1.1.6. **"Confidential Information"** means any confidential and/or proprietary information of the Company disclosed, either directly or indirectly, in writing or orally, or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment) to the Employee during the course of his/her employment with the Company including (i) inventions, innovations, works or Intellectual Property Rights and any idea or know-how; (ii) confidential and proprietary trade secrets of the Company and/or all other information belonging or relating to the Business that is not generally known; (iii) proprietary information relating to the development, utility, operation, functionality, performance, cost, know-how, details of present and proposed businesses, formulas, ideas, strategies, techniques, policy, data related to employees, present or proposed vendors/customers, information regarding research and development, unpublished financial statements, budgets and other financial details, computer programming techniques, methodologies and related technical information, business or marketing plans, forecasts, licenses, prices or lists, quotes, bids, controls, operating procedures, organisation responsibilities, marketing matters and any policies or procedures, software programs and files, operating manuals, user manuals documentation, source code and any and all information pertaining to the Company's application/software or hardware, as applicable; (iv) confidential and proprietary information of third parties, including former, existing or prospective agents, customers, partners, vendors, suppliers or Affiliates and shall constitute Confidential Information whether the Employee is working with the particular agent, customer or client or Affiliate or not; (v) the terms and conditions of the Agreement; and (vi) all record bearing media containing or disclosing such information or techniques, identified as "Confidential" expressly or by necessary implication.

Information shall be deemed to be confidential whether the same comes to the knowledge of the Employee orally or is contained in tangible or fungible form and whether contained in a floppy, disc, computer system, brochure, booklet or otherwise. Unless otherwise specified by the Company, all information received by the Employee during the employment from the Company, its Affiliates, its agents, clients, vendors, partners or customers shall be deemed to be Confidential Information.



Provided that Confidential Information shall not include information that the Employee can demonstrate by sustainable evidence:

- 1.1.6.1. is, or hereafter becomes, through no act or failure to act on the part of the Employee, generally known or available. The Employee shall immediately on coming to know that such information has become generally known or available inform the Company of the same; or
 - 1.1.6.2. is known to the Employee at the time of receipt of such information. The Employee shall immediately on receipt of such information disclose to the Company that such information was already in his/her possession and furnish satisfactory proof in this regard to the Company; or
 - 1.1.6.3. is hereafter furnished to the Employee by a third party, as a matter of right and without restriction on disclosure, there being no obligations of confidentiality attached to the source of such information. The Employee shall immediately on receipt of such information inform the Company of the same.
- 1.1.7. "Control" means (i) the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of a Person whether through the ownership of voting securities, by agreement or otherwise or the power to elect more than half of the directors, partners or other individuals exercising similar authority with respect to a Person, or (ii) the possession, directly or indirectly, of a voting interest in excess of 50% (fifty Percent) in the Person.
- 1.1.8. "Cool Off Period" means the expiry of 6 (six) months after OrbiMed Asia II Mauritius FDI Investments Limited ceasing to hold at least 42,643 (Forty Two Thousand Six Hundred Forty Three) shares of the Company on a Fully Diluted Basis (*as defined in the Shareholders Agreement*).
- 1.1.9. "Disassociation" shall mean termination of the Employee's employment with the Company in accordance with the terms of this Agreement either by voluntary resignation by the Employee or termination by the Company.
- 1.1.10. "Disassociation Date" shall mean the date on which Disassociation becomes effective in accordance with the terms of the Agreement.
- 1.1.11. "Good Reason" means:
- 1.1.11.1. any physical or mental disability which materially incapacitates the Employee from performing his/her duties for a consecutive period of not less than 12 (twelve) weeks (whether working days or not), only if recognized by the Board; or
 - 1.1.11.2. the Employee has committed a material breach (whether by one or several acts or omissions) of any of his/her express obligations under the Agreement or of the provisions of the Shareholders' Agreement (as provided thereunder), save for where such breach is remedial and is not remedied within 30 (thirty) days of receipt of a notice by the Company asking the Employee to cure the breach to the satisfaction of the Company (in its sole discretion); or



1.1.11.3. the Employee, as determined by the Board in its reasonable judgement and good faith, has wilfully and knowingly committed a material act or omission of misappropriation, embezzlement, theft, dishonesty, breach of fiduciary duty involving personal benefit or act or omission otherwise inimical to the interests of the Company.

1.1.12. **"Intellectual Property Rights"** means collectively or individually, the following worldwide rights relating to intangible property, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired: (i) patents, patent disclosures, patent rights, know-how, including any and all continuations, continuations-in-part, divisions, reissues, re-examinations, utility, model and design patents or any extensions thereof; (ii) rights associated with works of authorship, including without limitation, copyrights, copyright applications, copyright registrations; (iii) rights in trademarks, trademark registrations, and applications therefor, trade names, service marks, service names, logos, or trade dress; (iv) rights relating to the protection of trade secrets and confidential information; and (v) internet domain names, internet and world wide web URLs or addresses; (vi) mask work rights, mask work registrations and applications therefore; and, (vii) all other intellectual or proprietary rights anywhere in the world including rights of privacy and publicity, whether or not requiring registration and whether or not such registration has been obtained.

1.1.13. **"Person(s)"** means any individual, sole proprietorship, unincorporated association, unincorporated organisation, body corporate, corporation, company, partnership, unlimited or limited liability company, joint venture, government authority or trust or any other entity or organisation.

1.1.14. **"Shareholders' Agreement"** shall mean the shareholders' agreement dated December 5, 2016 executed by and between OrbiMed Asia II Mauritius FDI Investments Limited, the Company, the Employee and the Promoters (as defined under the shareholders' agreement).

1.1.15. **"Subsidiaries"** shall mean a company which is a subsidiary as per the provisions of the Companies Act, 2013.

1.1. Cross References

Each of the following terms shall have the meaning assigned thereto in the Clause or Schedule of this Agreement set forth below opposite such term.

Term	Cross Reference
Amicable Settlement	Clause 11.1
Dispute	Clause 11.2
Notice Period	Clause 3
Notices	Clause 13.8
Prior Inventions	Clause 5.4



- 1.2. In the Agreement, unless the context otherwise requires:
- 1.2.1. the singular includes the plural and conversely;
 - 1.2.2. a gender includes all other genders;
 - 1.2.3. where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
 - 1.2.4. a reference to a clause or schedule is to a clause of or schedule to this Agreement;
 - 1.2.5. a reference to any agreement or document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this or that other agreement or document;
 - 1.2.6. a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under;
 - 1.2.7. a reference to a right or obligation of any 2 (two) or more Persons confers that right, or imposes that obligation, as the case may be, jointly and severally;
 - 1.2.8. a reference to conduct includes any omission and any statement or undertaking, whether or not in writing;
 - 1.2.9. mentioning anything after include, includes or including does not limit what else might be included; and,
 - 1.2.10. the headings and titles in the Agreement are indicative and shall not be deemed part of the Agreement or taken into consideration in the construction of the Agreement.

2. DESIGNATION

- 2.1. The Employee's designation shall continue to be "Executive Director".
- 2.2. The Employee shall discharge the duties and functions of an Executive Director of the Company, subject to and in accordance with the terms of the Agreement.

3. DUTIES OF THE EMPLOYEE

- 3.1. The Employee shall devote substantial time, attention and skill to the Business and to the duties of his/her office and shall faithfully, efficiently, competently and diligently perform such duties and exercise such powers as may from time to time be assigned to or vested in him/her and shall comply with all reasonable and lawful directions given to him/her by or under the authority of the Board and use his/her best endeavours to promote and extend the Business and to protect and further the interests and reputation of the Company.
- 3.2. The Employee shall at all times keep the Board promptly and fully informed (in writing if so requested) of his/her conduct of the business or affairs of the Company and also provide such further information in written records and/or explanation as the Board may require.



- 3.3. The Employee hereby warrants to the Company that he/she does not, as a consequence of carrying out his/her duties hereunder, or entering into the Agreement or other agreements or arrangements made or to be made between the Company and him/her, commit any breach of any terms express or implied (whether concerning confidentiality, non-competition or otherwise) of any contract with or of any other obligation to any third party binding upon him/her.
- 3.4. In addition to its other obligations set out in this Agreement, the Employee shall also have the following obligations and responsibilities:
- 3.4.1. on a best effort basis, assist the Company in liaising with governmental authorities, obtaining necessary licenses, registrations, consents, approvals, financing and guarantees necessary for the operations of the Company, making the necessary filings and registrations including compliance with applicable laws to ensure smooth operations of the Company;
 - 3.4.2. assist the Company to take all necessary steps for the establishment by the Company of the infrastructure as may be necessary for the Business;
 - 3.4.3. on a best effort basis, utilise its contacts and goodwill in securing orders and generating business and developing the market of the Company services, in accordance with the business plan;
 - 3.4.4. on a best effort basis, assist the Company in the hiring and training of personnel and leading and developing the Business of the Company; and
 - 3.4.5. on a best effort basis, assist the Company in relation to pricing and negotiations for marketing their services and products.
- 3.5. The Employee shall be entitled to indemnification pursuant to a directors and officers' liability insurance policy, in respect of any acts done by him pursuant to the instructions of the Board or in good faith in the course of his duties.

4. COMPENSATION AND BENEFITS

- 4.1. In consideration of the covenants of the Employee hereunder, the Employee's remuneration shall be INR 12,00,000 (Indian Rupees Twelve Lakh only) per month. The remuneration will be payable monthly in arrears after deduction of the applicable withholdings. The Company may increase or decrease the Employee's remuneration, including modifying the benefits, other than statutory benefits.
- 4.2. The Company shall reimburse all reasonable travel, hotel and other expenses properly incurred on behalf of the Company by the Employee in the course of this employment as per the relevant policies of the Company in force at the time of incurring such expense.
- 4.3. The Employee shall be entitled to participate in all benefit programmes that the Company establishes and makes available to its employees, if any, to the extent that Employee's position, tenure, salary, age, health and other qualifications make the Employee eligible to participate.



5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. In view of the fact that it is the Employee's responsibility to further the interests of the Company, the Employee shall forthwith disclose to the Company, every discovery, invention, improvement, design and secret process and other Intellectual Property Rights made, developed or discovered by him/her in connection with or in any way relating to the Business (whether alone or with any other Person or Persons) at any time whether before or after the date hereof, but during his/her employment with the Company, whether capable of being patented or registered or not (and whether or not made or discovered in the course of his/her employment hereunder) in connection with or in any way affecting or relating to the business of the Company or capable of being used or adapted for use therein or in connection therewith and the Parties agree that all such information and materials shall belong to and be the absolute property of the Company. The Employee hereby waives all his/her moral rights on any copyright work originated, conceived, written or made by him/her in connection with or in any way relating to the Company's Business (either alone or with others) and he/she agrees not to claim that any treatment, exploitation or use of the said works infringes such moral rights (including but not limited to right to be indemnified, right to object derogatory treatment and against false attribution).
- 5.2. If and whenever required so to do (whether during or after the Disassociation from the Company), the Employee shall, at the expense of the Company apply or join in or appoint the Company as his/her agent with full powers for the purposes of applying for patent or other equivalent protection in India or any other part of the world for any such discovery, invention, improvement, design and secret process or Intellectual Property Rights discovered, invented or created in connection with or in any way relating to the Company during his/her employment as aforesaid and execute all instruments and do all things necessary for vesting the said registration, or protection (including defence and enforcement of the Company's rights) when obtained, and all right, title and interest to and in the same in the Company (or its nominees) absolutely and as sole beneficial owner or in such other person as the Company may require.
- 5.3. If, prior to the commencement of the employment, the Employee has, independently or jointly with any other person, whether during the course of his/her previous employment/s or otherwise, made any inventions or innovations or authored any works or developed any Intellectual Property which belong to him/her either singly or jointly with others (together "Prior Inventions"), he/she shall identify the same, if any, in a separate document and attach it to the Agreement as SCHEDULE A, subject to any confidentiality provisions he/she may have to adhere to. The Employee shall also indicate the ownership of such Prior Inventions and if he/she is the owner, the terms of license or other right that the Employee has granted to third parties. If no Prior Inventions has been identified and attached to the Agreement, it shall be deemed that there are no Prior Inventions. The Employee shall refrain from using any Prior Inventions during his/her employment.
- 5.4. The Employee shall also ensure that he/she shall not, in any manner whatsoever, use any confidential information or Intellectual Property that was procured in the previous employment of the Employee or that the Company is otherwise not entitled to use.



6. NON-COMPETITION AND NON-SOLICITATION

- 6.1. **Non-competition.** The Employee acknowledges that he/she is, in the course of his/her employment with the Company, likely from time to time to obtain knowledge of trade secrets, Intellectual Property Rights and other Confidential Information of the Company and its Affiliates and to have dealings with the customers and suppliers of the Company. The Employee acknowledges the breadth of his/her covenants under this clause and admits and acknowledges that he/she has various other technologies and skill sets which, if deployed by him/her after he/she ceases to be an employee or ceases to be associated with the Company, would not result in him/her competing against the Company. The Employee undertakes that he/she shall, for the duration of his/her employment with the Company, and for the Cool Off Period:
- 6.1.1. not engage, directly or indirectly, and whether as an individual, through a partnership or as a shareholder, joint venture partner, collaborator, director, consultant, advisor, principal contractor or sub-contractor, director, trustee, committee member, office bearer or agent or in any other manner whatsoever, whether for profit or remuneration, any other venture or business which competes with the whole or any part of any Business being carried on or proposed to be carried on by the Company or its Subsidiaries; and,
 - 6.1.2. not undertake, to directly or indirectly, initiate any new activities or expansions related to the Company or the Business (as the case may be) through any vehicle, including other companies where the Employee has an interest. The Employee undertakes that such new initiatives, if undertaken, shall be only through the Company or its Subsidiaries.
 - 6.1.3. not divert any business that could be undertaken by the Company to any other entity.
- 6.2. **Non-solicitation.** The Employee acknowledges that the ability of the Company to conduct and operate the Business depends upon its ability to attract and retain skilled people, customers, suppliers and that the Company have and will continue to invest substantial resources in training such people. The Employee further undertakes that, during the period of his/her employment with the Company and for the Cool Off Period, he/she shall not,
- 6.2.1. unless required under applicable law, disclose to any third party the names, backgrounds or qualifications of any employees of the Company or its Subsidiaries, or otherwise identify them as potential candidates for employment; or,
 - 6.2.2. persuade any person, firm or entity which is a client/customer of the Company or its Subsidiaries, to cease doing business or to reduce the amount of business which any such client/customer has customarily done or might propose doing with the Company or its Subsidiaries.
 - 6.2.3. personally or through any other Person, approach, recruit or otherwise solicit employees of the Company or its Subsidiaries, or any person who was an employee of the Company and its Subsidiaries at any time during the last 12



(twelve) months, to work for any other employer.

- 6.3. **Necessity.** The Parties hereto recognise that the foregoing covenants in Clauses 6.1 and 6.2 and the time and other limitations with respect thereto, are reasonable in relation to the duration and subject matter, and are properly required for the adequate protection of the value and goodwill of the Company and agree that such limitations are reasonable with respect to the business activities of the Company.
- 6.4. **Interpretation.** It is hereby clarified that any new activity or business will be a proposed line of Business, for the purpose of this Clause 6, only if such activity or business has been included in the agenda of a meeting of the board of directors of the Company and if pursuant to a discussion at a meeting of the board of directors of the Company cost has been allocated / approved by the board of directors of the Company towards implementation of such new activity or business. It is the intention of the Parties that the provisions of Clauses 6.1 and 6.2 shall be enforced to the fullest extent permissible under the laws and public policies of India, but that the unenforceability (or the modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable or impair the remainder of Clauses 6.1 and 6.2. If any provision of Clauses 6.1 and 6.2 is determined to be invalid or unenforceable, either in whole or in part, Clauses 6.1 and 6.2 shall be deemed amended to delete or modify, as necessary, the offending provision and to alter the remaining provisions of Clauses 6.1 and 6.2 to the extent necessary to render the same valid and enforceable to the fullest extent permissible.

7. CONFIDENTIALITY

- 7.1. The Employee acknowledges that as a consequence of his/her employment under the Agreement, he/she has been and will be given access to Confidential Information. The Employee agrees that while being employed by the Company, and upon Disassociation, for any reason, he/she shall not, directly or indirectly, use for himself/herself or use for, or disclose to any person or entity any Confidential Information, other than for the benefit of Company and its Affiliates and in the course of performing his/her duties under the Agreement.

8. REMEDIES

- 8.1. In the event of a breach or a threatened breach of any of the covenants contained in Clauses 6 and 7, the Company shall, in addition to any other remedies provided herein or otherwise available by law, be entitled to have such covenants specifically enforced by any court having jurisdiction. Further, it is acknowledged and agreed that any material breach of any of the covenants will cause irreparable injury to the Company and that monetary damages will not provide an adequate remedy to the Company.
- 8.2. No right, power or remedy herein conferred on the Company is intended to be exclusive of any other right, power or remedy. Every right, power and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right, power and remedy given hereunder or now or hereafter existing at law or in equity or otherwise, and may be exercised from time to time and as often and in such order as may be deemed expedient by the Company.



- 8.3. In any legal proceeding undertaken to enforce the terms and provisions of the Agreement, the prevailing party shall be entitled to reimbursement of its actual costs and expenses, including without limitation its legal fees and expenses.

9. TERM AND DISASSOCIATION

- 9.1. The Employee shall continue to be employed by the Company till such time as the Company or the Employee, subject to the provisions of Clause Error! Reference source not found. below, Disassociates from the employment in accordance with the terms of this Clause 9 of this Agreement.
- 9.2. The Company may at any time, effect Disassociation of the Employee's employment without Cause, by giving 90 (ninety) days' prior notice in writing to the Employee, or salary in lieu thereof; or for Cause or Good Reason without notice or salary in lieu of notice or any other compensation to the Employee at any time.
- 9.3. The Employee may, upon expiry of the Initial Term, effect Disassociation of his/her employment by giving a 90 (ninety) days' prior notice in writing ("Notice Period") to the Company, provided that the Company may, at its discretion, relieve the Employee from his/her duties at any time after receipt of his/her notice, prior to the expiry of the Notice Period. The Employee may not, in lieu of notice, pay the Company his/her salary for the Notice Period, and may not also avail leave, whether accumulated or accrued during the current year, for any portion of the Notice Period. The Employee understands that this restriction is in view of the significant responsibilities that he/she undertakes in his/her position as an Executive Director of the Company.
- 9.4. Disassociation of the Employee's appointment hereunder shall be without prejudice to any rights which have accrued to the Company at the time of Disassociation or to the provisions of Clauses 5 (Intellectual Property Rights), 6 (Non-Competition and Non-Solicitation) to the extent provided therein, 7 (Confidentiality), 8 (Remedies), 9 (Term and Disassociation), 10 (Governing Law and Jurisdiction), 11 (Dispute Resolution) and 12 (Representations and Warranties) which shall survive the termination of the Agreement.
- 9.5. **Effect of Disassociation.** The obligations of the Company and the Employee under this Agreement shall terminate, except for each of their obligations and liabilities accrued prior to the Disassociation Date including the Company's obligation to pay to the Employee or his/her legal heirs (in case of death of the Employee) any amounts outstanding, to the extent unpaid as on the date of termination of employment, and any payments under employee benefit plans required to be provided by the Company to the Employee pursuant to applicable law.
- 9.6. Upon Disassociation, all property of, or relating to, the Company as shall have been in the possession of the Employee, including Company records and all documents containing Confidential Information, shall be surrendered by the Employee to someone duly authorised by the Company for this purpose.

10. GOVERNING LAW AND JURISDICTION

- 10.1. The governing law of the Agreement shall be that of India. Subject to Clause 11 (Dispute Resolution) below, each Party shall submit to the exclusive jurisdiction and venue



of the courts of Kolkata, India in all matters arising out of or relating to the Agreement and any order, decree, direction or award shall be final and binding.

11. DISPUTE RESOLUTION

- 11.1. Notwithstanding anything contained in this Agreement to the contrary, the Parties hereby agree that they intend to discharge their obligations in utmost good faith. The Parties therefore agree that they will, at all times, act in good faith, and make all attempts to resolve all differences, howsoever arising out of or in connection with this Agreement ("Amicable Settlement"). In case the Amicable Settlement does not resolve the dispute within 30 (thirty) calendar days from the date such differences have arisen or have been referred for Amicable Settlement by either Party to the other(s), it shall be referred to arbitration in accordance with this Clause 11.
- 11.2. Any dispute, Claim or controversy arising under or relating to the Definitive Agreements, including without limitation any dispute concerning the existence or enforceability hereof, which have remained unresolved as per Clause 11.1 ("Dispute") shall be resolved by arbitration in Kolkata in accordance with the Arbitration and Conciliation Act, 1996, for the time being in force by a sole arbitrator to be jointly appointed by the Company and the Employee.
- 11.3. The language of the arbitration shall be English.
- 11.4. The sole arbitrator shall be entitled to award costs of the arbitration. Subject to the aforesaid, each Party to the arbitration shall bear its own expense in relation thereto, including but not limited to such Party's attorneys' fees and the expenses and fees of the sole arbitrator shall be borne equally by the parties to the Dispute.
- 11.5. To the extent practical, decisions of the sole arbitrator shall be rendered no more than 90 (ninety) days following commencement of proceedings with respect thereto. The sole arbitrator shall reach and render a reasoned decision in writing.
- 11.6. Any arbitration award passed by the sole arbitrator shall be final, binding and conclusive as to the Dispute. The arbitration award shall be enforced to the maximum extent permitted by applicable law and shall as required be entered in the court having jurisdiction pursuant to Clause 10.

12. REPRESENTATION AND WARRANTIES

- 12.1. The Employee represents and warrants to the Company that:

12.1.1. he/she has full right, power and authority to execute, deliver and perform the duties under the Agreement;

12.1.2. the execution and delivery of the Agreement by him/her and performance by him/her of his/her duties and obligations hereunder do not and shall not result in any breach or constitute a default under and are not and will not be in conflict with or prohibited by any agreement to which he/she is a party or by which he/she may be bound; and

12.1.3. he/she is not currently and has never been subject to expulsion bar,



suspension or other disciplinary proceeding or action from or by any statutory or regulatory authority.

13. MISCELLANEOUS

- 13.1. **Company Policy.** The Employee will be entitled to leave and other benefits as per the applicable policies of the Company and as required by law.
- 13.2. **Successors and Assigns.** The Agreement shall inure to the benefit of the successors and assigns of the Company. The Employee may not assign his/her obligations hereunder, and any such proposed assignment shall be void.
- 13.3. **Waiver.** The failure of any Party to insist, in any instance, upon performance of any of the terms or conditions of the Agreement, or the waiver by any Party of any term or condition hereof in any one instance, shall not be construed as a waiver of future performance of any such term or condition, and the obligations of any Party with respect thereto shall continue in full force and effect.
- 13.4. **Entire Agreement; Amendments.** The Agreement supersedes and cancels any and all previous understandings, representations and agreements of whatever nature between the Parties with respect to the matters covered herein including any letter of appointment issued by the Company to the Employee. The Agreement sets forth the entire agreement between the Parties with respect to the subject matter herein and may be amended only by an agreement in writing signed by all the Parties hereto.
- 13.5. **Severability.** If any provision of the Agreement is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations of the Parties under the Agreement shall not be materially and adversely affected thereby, (a) such provision shall be fully severable; (b) the Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from; and (d) in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of the Agreement a legal, valid, and enforceable provision as similar in terms and effect to such illegal, invalid, or unenforceable provision as may be possible. However, if there is no automatic addition as aforesaid the Parties hereto shall mutually agree to provide a legal valid and enforceable provision as similar in terms and effect to such illegal, invalid or unenforceable provision as may be possible.
- 13.6. **Headings.** The headings of clauses and sub-clauses in the Agreement are for ease of reference only and shall not be considered during the construction of the Agreement.
- 13.7. **Counterparts.** The Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- 13.8. **Notices.** Unless otherwise provided herein, all notices, requests, waivers and other communications ("Notices") shall be made in writing and by letter (hand delivered), email or facsimile transmission (save as otherwise stated) and shall be deemed to be duly given or made, in the case of personal delivery, when delivered; in the case of



facsimile transmission, provided that the sender has received a receipt indicating proper transmission, when dispatched, or, in the case of email, where such email has been followed up with a facsimile or hand delivered letter. When by way of a letter, the notice must be in writing in English and addressed to the intended recipient at the address set out below, when by email must be in English to the email address set out below, and when by facsimile must be in English to the number set out below:

If to the Company:

Address: DG-12/1, Premises 02/327, Block DG, Street 327, Action Area 1D, New Town, Kolkata - 700156, West Bengal, India

Attention: Dr. Somnath Chatterjee

If to the Employee:

Address: BB-29, Flat No. 12, Sector -1, Salt Lake City, Kolkata - 700 064

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF the Parties have executed the Agreement on the date mentioned above at Kolkata:

RM 

On behalf of SURAKSHA DIAGNOSTIC PRIVATE LIMITED

Name:

Designation:

Date:

SG 

DR. SOMNATH CHATTERJEE

Date:



SCHEDULE A

PRIOR INVENTIONS

Nil.

