



## EMPLOYMENT OFFER

22-December-2021

Yash Gade  
Nashik

Dear Yash Gade

### Sub: Employment Letter

We are pleased to offer you the position of “Associate Engineer” with Triarq Health LLP (“**Triarq Health**”) with effect from 04-July-2022 on the following terms:

#### 1. Employment

- 1.1 During the course of your employment with Triarq Health, you will be governed by the terms and conditions in this Employment Letter, rules, regulations and other policies of Triarq Health (together the “**Organisation Policies**”) as may be amended and applicable from time to time.
- 1.2 You will be required to report to our office at Nashik. You will be in “Practice Services” Department in the role of “Developer”. Your job responsibilities will be as specified by Triarq Health. However, you are liable to be assigned to any other job as the management may deem fit. You will be reporting to such person in Triarq Health as may be indicated to you from time to time. You may be required to travel where necessary to enable you to perform your employment obligations. Your services are transferable, and you may be transferred, seconded or deputed by Triarq Health to any of its operations or operations of its employee companies or other third parties in India or abroad. Triarq Health further reserves the right to transfer your employment to any other company or legal entity, as part of any transfer of undertaking of Triarq Health or as part of any restructuring or amalgamation or such other plan implemented by Triarq Health or by which Triarq Health is bound.
- 1.3 During the term of your employment with Triarq Health, you will be required to discharge such duties as may be assigned to you from time to time and you will diligently carry out all instructions given to you.
- 1.4 During the term of employment and at all times thereafter, you will not make any false, defamatory or disparaging statements about Triarq Health and/or its employee, companies or group companies, or the employees, officers, directors, shareholders, clients, customers or agents of Triarq Health and/ or its employee companies and group companies.
- 1.5 Your employment with Triarq Health and its continuance will be subject to your being medically (physically and mentally) fit and remaining so during your employment. You may be required at any time during your employment, to appear before and be examined by a medical officer specified by Triarq Health.

## 2. Verification

Triarq Health reserves the right to verify any and all information provided by you at the time of your appointment. Triarq Health also reserves the right to conduct background checks, as it deems fit, during the course of your employment. In this regard, you are required to furnish original and self-attested copies of all documents specified in **Annexure-I** on the date of signing of this Employment letter.

## 3. Working Hours

Your working hours will be as advised to you by your superiors from time to time and you may be expected to work beyond the standard working hours to achieve the results whenever your job so requires. Ordinarily you will be required to work for a minimum of 45 hours each week. You will be advised by your supervisor or manager of the working hours, break periods and weekly rest day(s). It is expressly agreed that if you fail to perform the work according to the scheduled working hours or you resort to stoppage of work, whether alone, or with others, you will be entitled to receive salary only in proportion to the working hours during which you actually performed work as verified by your reporting manager, apart from the fact that strict disciplinary action may be taken against you.

## 4. Benefits

You will be eligible for the following from the date of joining:

- (a) **Leave:** You will be eligible for leave as per the rules and regulations and Organisation Policies of Triarq Health LLP.
- (b) **Medical Insurance Scheme:** As per the Organisation Policies and as per the insurance scheme availed by Triarq Health.
- (c) **Bonus:** You will be eligible for bonus as per the Organisation Policies.

## 5. Termination

- 5.1 Either you or Triarq Health may terminate your employment with Triarq Health by giving 60 days' notice in writing to the other party.
- 5.2 Your resignation will not automatically be assumed to be accepted from the date of its communication to Triarq Health and will be subject to the fulfillment of notice period, proper handover and any other conditions as may be communicated to you in writing by Triarq Health. Prior to the completion of such notice period, you will hand over to Triarq Health all correspondence, information, specifications, books, documents, literature, effects, access codes or records, etc., belonging to Triarq Health or in relation to its business and will not make or retain any copies of these items.
- 5.3 Triarq Health reserves the right not to accept the payment in lieu of the notice and at its sole discretion may require you to serve the complete or part of the notice period to effectuate a proper handover of charge to the sole satisfaction of Triarq Health.
- 5.4 In the event of your resignation, Triarq Health may, at its sole discretion, relieve you from such date as it may deem fit, even before the expiration of the notice period. Under these circumstances, Triarq Health will ordinarily pay you compensation for the unexpired period of

the notice periods. Triarq Health at its discretion reserves the right to withhold compensation, without incurring any liability should there be a material breach of your duties or obligations, or gross indiscipline or misconduct in this period.

- 5.5 Triarq Health may terminate your employment with immediate effect; upon paying salary in lieu of notice or pro-rated salary for the balance notice period, in case you have been permitted to work during a part of the notice period.
- 5.6 Triarq Health may terminate your services immediately without any compensation or notice thereof, if you are in material breach of your duties or obligations or commit breach of trust or gross indiscipline or misconduct or commit breach of any applicable law or of the Organisation Policies and code of business conduct or any of the terms and conditions of your employment. Such material breach would include your failure to comply with or committing breach of the provisions contained in this agreement, gross misconduct, financial irregularities, breach of confidentiality/ non-disclosure, breach of any applicable law or regulation, breach of the Triarq Health's code of business conduct, refusal to carry out reasonable instructions, providing false declaration or information to Triarq Health, willful suppression of material information and the like. The said right of Triarq Health is without prejudice to its rights in law or equity to initiate other legal action as it deems fit to protect its interests.
- 5.7 In the event of your continuous absence for a period of 7 working days or more, without formal request or permission from the management for the same, you will be deemed to have left and relinquished your service. Such automatic relinquishment of the contract of employment will be deemed as repudiation of the contract of employment by you and not as a termination of the service by Triarq Health.
- 5.8 Subject to earlier termination of this engagement, you will retire as per the Organisation Policy. However, an extension may be allowed at the discretion of Triarq Health.
- 5.9 Triarq Health may immediately terminate your employment and/ or proceed against you to seek injunction in an appropriate court of law against your working in any other company/firm/business, directly or indirectly on an honorary or remunerative basis, before you are relieved from Triarq Health. In addition to any other remedies which Triarq Health may have at law or in equity, you agree that Triarq Health will have the right to have all provisions of this agreement specifically performed including the post-employment restrictions stipulated in paragraphs 6, 7, 8 and 11.
- 5.10 Upon cessation of your employment for any reason, and as a condition for you to receive any of the payments in connection with the cessation of your employment, you may be required to execute and deliver to Triarq Health a general release in such form and substance as prescribed by Triarq Health.
- 5.11 The terms of this offer are strictly confidential between you and Triarq Health and any breach of this confidence will be viewed with utmost seriousness. Your obligations set forth in paragraphs 6, 7, and 8 survive expiration or termination of your employment contract with Triarq Health.

## **6. Confidentiality & Employment Policy**

- 6.1 In the course of your employment with Triarq Health, and by virtue of the position held by you, you may acquire or have access to information, technical or otherwise, including any computer software, trade secrets, design, intellectual property, technology, ideas, know-how, processes, formulas, compositions, data, techniques, improvements, inventions, work of authorship,

business and product development plans, and other information concerning Triarq Health's actual or anticipated business, research, and development or that is received by Triarq Health, which is confidential or proprietary to Triarq Health or its subsidiaries or affiliates, its customers, subcontractors or any other person or company having any kind of association or relationship with Triarq Health, and/or its affiliates or subsidiaries ("**Confidential Information**"). You will keep and maintain strict confidentiality of such Confidential Information and data that may come to your possession or knowledge by virtue of this engagement, use such information only as may be required in the normal course of your work and will not disclose or divulge any such information or data, without prior written consent of an authorized officer of Triarq Health.

- 6.2 You will, at all times, whether during or after the termination of your employment, act with utmost fidelity and will not disclose or divulge any such Confidential Information to third parties or make use of such information for your own benefit or otherwise howsoever.
- 6.3 You will not reproduce, store in a retrieval system or transmit in any form or by any means - electronic, mechanical, photocopying, recording, scanning or otherwise - any copyrighted material or other Confidential Information, for your own benefit or for the benefit of any third party, either during the term of your employment or thereafter.
- 6.4 Upon expiry or termination of your employment with Triarq Health, you will return and surrender to Triarq Health, all such Confidential Information including without limitation, data, information, files, books, magazines, reports, documents, manuals, audio and video tapes, pen drives, hard drives or any similar storage device and any other knowledge databases that came to you or were entrusted to you in the course of your employment and will not retain any copy thereof in any form whatsoever. You may be required to execute such other or further agreements as Triarq Health or its affiliates or customers may require in this regard, from time to time.

## 7. **Disclosure of Information**

You will not, except in the course of your duties or unless ordered to do so by a court of competent jurisdiction, either during or any time after your employment with us, use or disclose to any person, firm or corporation any information relating to the organization, its business, clients or trade secrets which have come into your possession in the course of your employment with us including public papers, journals, white papers, pamphlets or leaflets, or cause to be disclosed at any time, any information or documents, official or otherwise relating to Triarq Health or its subsidiaries or affiliates, customers, sub-contractors or any other person or company having any kind of association or relationship with Triarq Health and/or its subsidiaries or affiliates, except with prior written approval of Triarq Health.

## 8. **Intellectual Property Rights**

All right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, and any and all other intellectual and industrial property rights throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas and information (collectively referred to as "**Inventions**") made or conceived or reduced to practice, in whole or in part, by you, during the term of your employment with Triarq Health that relate to Triarq Health or the business or demonstrably the business of Triarq Health during the course of your employment with Triarq Health will belong to and be the property of Triarq Health and you confirm that you will not be entitled to claim any rights over such Inventions. If required by Triarq Health, during or after the term of this engagement, you will assign and transfer in favor of Triarq Health or, at the request of Triarq

Health, in favor of any of its subsidiary, affiliate, customers or other persons, all intellectual property rights in such Inventions or works or materials and will execute such deeds and documents, as Triarq Health may require, to effectually vest in Triarq Health, or in any of its subsidiary, affiliate or customers as Triarq Health may require, any and all intellectual property rights and benefits in such Inventions, works or materials. In performance of your duties and responsibilities, you will not use or infringe any intellectual property properties or rights of any other persons.

## **9. Compensation & Benefits**

- 9.1 Your gross annual compensation (CTC) will be as set forth in the **Annexure II (“Compensation”)** and will be subject to deduction of tax at source, and any other applicable taxes and payroll deductions. All employee benefits are included in this Compensation.
- 9.2 Normally, the increments are sanctioned annually after completion of 1 (one) year(s) from the date of joining. Sanctioning of increment is not automatic but will be at the sole discretion of the management of Triarq Health based on the performance and behaviour of the employee.
- 9.3 Triarq Health assumes no responsibility for your personal tax affairs, and your tax liability in respect of your Compensation is entirely your responsibility. Provided however, Triarq Health may from to time to time, withhold any tax as may be required by applicable law. It is a condition of your employment that you will abide by the Organisation Policies of maintaining strict confidentiality of the compensation you receive from Triarq Health and not disclose the same to any individual, including your co-workers.
- 9.4 Effective your date of joining, you will be provided a Medical Insurance for self, spouse and dependent children. Premium for this will be paid by Triarq Health.

## **10. Learning & Development**

During the course of your employment with Triarq Health, you may be required to undergo some training programs or engage in some process implementation or other skill enhancement activities in India or abroad. Triarq Health will bear the costs and expenses in relation to such programs. However, you will be required to be in the employment of Triarq Health for a minimum specified period after such programs, failing which you will be required to reimburse such costs and expenses incurred by Triarq Health in relation to such programs. Regarding the aforesaid, Triarq Health reserves the right to ask you to sign an agreement/bond employed with the training/assignment. In the event of any breach of the conditions employed with the bond Triarq Health will invoke the appropriate penalty clauses and you will be liable to pay the damages as provided in the said agreement/bond. Your refusal to undergo such programs on such terms would be considered as a material breach of the terms of employment and in such case, Triarq Health will have the right to terminate this engagement, by giving you 1 (one) days’ notice as referred to in paragraph 6 above, without being under obligation to make any payments to you.

- 11. Should any provision of this Employment Letter be held invalid or unenforceable, such invalidity will not invalidate the whole of this Employment Letter and the remainder of this Employment Letter will remain in full force.

12. In the event of any dispute or claim arising under this Agreement or in connection with the conditions of employment under this Agreement, such dispute or claim will be referred to arbitration in pursuance of the Arbitration and Conciliation Act, 1996. Triarq Health will in the event of any such dispute or difference, have the right to nominate an arbitrator as the sole arbitrator to adjudicate upon the dispute/difference. The seat of the arbitration will be Mumbai, India. Parties also agree to submit themselves to the exclusive territorial jurisdiction of courts at Nashik, India. The arbitration proceedings will be conducted in English language. The fees of the arbitrator will be paid equally, in the first instance, by both parties, subject to the final adjudication of costs by the arbitrator at the time of passing the award.
13. Triarq Health reserves the right to introduce, modify, amend or annul any terms and conditions of your employment at any time, without any prior written notice to you. Any such changes will be notified in writing to you from time to time and will be deemed to be incorporated herein by reference and will form part of the terms and conditions of your employment.
14. This Employment Letter will supersede any and all prior agreements, arrangements or understanding, whether written or oral, between Triarq Health and you, except as otherwise specified herein. This Employment Letter will come into force and be effective on and from 04-July-2022.

We look forward to a long and mutually beneficial association with you. We trust our relationship will be guided by a quest for excellence in all facets of our interactions as well as based on a foundation of mutual respect and sincerity in all dealings.

This offer requires response by 23-December-2021.

Welcome aboard! Kindly return a copy of this Employment Letter duly counter signed by you in acceptance of the terms and conditions set out therein.

Sincerely,  
**For Triarq Health LLP**



Sachin Girolla  
**Chief People Officer**

I, Yash Gade, hereby agrees and undertakes to be bound by the terms of the Employment Letter.

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**Yash Gade**

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**Date**

**Annexure-I**

1. Original & photocopy of 10 & 12th Certificates
2. Date of Birth Certificate
3. Original & photocopy of Graduation degree with all the mark sheets of all the semesters
4. Original & photocopy of Post-Graduation degree with all the mark sheets of all the semesters (if applicable)
5. Any professional Course / Diploma
6. Original & photocopy of Experience / Relieving letter from all previous employers
7. Original & photocopy of Passport (All Pages)
8. Three Passport size photographs
9. Original & photocopy of PAN Card
10. Original & photocopy of Aadhar Card
11. Original & photocopy of Driving License / Photo ID Card or tax declaration form etc.
12. Existing Bank Account details (Cancelled cheque/ passbook frontpage photocopy)
13. Medical Fitness Certificate from a Certified Medical Practitioner
14. Pay-slips of last 3 (three) months from previous company

**\*All documents' photocopies should be notarized**

**Annexure-II**

**Mr. Yash Gade**

**Designation: Associate Engineer**

Breakup of Remuneration will be as follows:

<b>PARTICULARS</b>	<b>Monthly (in INR)</b>	<b>Annually (in INR)</b>
BASIC	9,000	1,08,000
HRA	4,000	48,000
COMPOSITE ALLOWANCE	4,050	48,600
LTA/SPECIAL ALLOWANCE	2,950	35,400
EMPLOYER CONTRIBUTION OF PF	1,125	13,500
EMPLOYER CONTRIBUTION OF ESIC	650	7,800
GRATUITY	As per applicable law	
<b>CTC</b>	<b>21,775</b>	<b>2,61,300</b>

Note: PF will be deducted as per laws applicable.

All other allowances are included in composite allowances.

Tax liability depends upon an employee; hence we can't forecast about the same. Income tax will be deducted as per IT Rules.

Sincerely,

**For Triarq Health LLP**



Sachin Girolla  
**Chief People Officer**  
22-December-2021