



31-Aug-23

Vasudha Ganesh Ambhore

Lajpat wadi,Eklhare,Ranjankhol,Tilaknagar,Ahmadnagar,Maharashtra-413720

Dear Vasudha,

Letter of Appointment

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

- 1. Date of Joining:** Your appointment will be effective from **31-Aug-23** or any other date mutually agreed upon in writing.
- 2. Place of work:** Your place of work is **Pune-Shivaji**. Your place of work may be changed to any other location within India / any group Company, as directed by the Company from time to time. In addition, in performance of your duties for the company, you may be required to travel within and/or outside.
- 3. Reporting:** You will report to **Senior Area Head - Bancassurance** or any other designate person as specified by the Company from time to time.
- 4. Remuneration:** Your annual compensation package on a Total Fixed Cost (TFC) basis is **Rs. 300000 (Rupees Three Lakh(s) Only)**. This amount will include basic salary, taxable and non-taxable allowances & benefits, and other payments, payable as per the designate acts. Annexure 1 provides your compensation break-up, as per the applicable Compensation Structure.
- 5. Medical:** You may be required to undergo medical examination by a Company appointed medical practitioner as and when directed by the Company and to comply with rules and instructions in the matter. Your services may be terminated without notice if the Company considers you unsuitable for retention in service on medical grounds.

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



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

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

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

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

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

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

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

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

Company, affiliate and/ or any subsidiary of the Company), and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company (and with any other relevant Group Company, affiliate and/ or any subsidiary of the Company) and you (and/or your family) during the period of your employment with the Company and for a period of 12 months after cessation of your employment.

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

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

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

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

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

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

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

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

All rights and obligations under this paragraph in respect of intellectual property made or discovered

by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon your personal representatives

The employee shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of employment, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to, product information, process information, customer lists, employee details, company policies and procedures and financial information (including results, budgets and other financial plans and systems).

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

Notice period during probation would be 30 days or equivalent of the TFC (*excluding gratuity*) in lieu of notice.

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

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

a. committed any act of gross misconduct; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

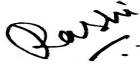
23. Joining Formalities: As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

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

We take this opportunity to congratulate you on your selection and look forward to a long and

mutually beneficial professional association.

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



Rashi Ramani

Accepted and agreed by **Vasudha Ganesh
Ambhore**

**Head - Talent Acquisition & Talent
Management**

Annexure: 1

	Per Annum	Per Month
BASIC	158676	13223
ALLOWANCES		
House Rent Allowance	79344	6612
<u>MONTHLY GROSS *</u>		21027
<u>BENEFITS:CONTRIBUTION BY ORGANISATION</u>		
Statutory Bonus	14304	1192
Provident Fund	19044	1587
Gratuity	7632	636
GMC	21000	1750
TOTAL FIXED COST(TFC)	300000	

0

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

PF - 1587

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

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

- **Participation in Incentive/Bonus Schemes** You are eligible to participate in the

Company's Annual Incentive/Bonus Plan subject to the terms and conditions of such Plan and any amendments as may be made from time to time.

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