

24th April 2019

Dear **Srimathi Sridhar**,

Congratulations! We are pleased to offer you the role of an **HR-Generalist** in the **People** team at ZoomRx. We really enjoyed meeting you and after our extensive interview and selection process, we believe that you would be a great addition to our team. We are excited about you joining us in our endeavour to create a larger impact in the healthcare landscape.

The terms of your offer are listed in **Appendix 1** of this letter. We are offering you a salary of **₹ 4,50,000/-** per annum. In addition, we offer a list of benefits including health insurance, the details of which can be found in **Appendix 2**.

To accept this offer, please reply to tag.chennai@zoomrx.com within the next **48 hours**. We are excited to welcome you to ZoomRx. If you have any questions, please feel free to reach us. See you soon.

For ZoomRx Healthcare Technology Solutions Pvt. Ltd,



Sivakumar Kuppusamy
Director

Appendix 1: Terms and Conditions:

Details:

We propose a start date of **2-May-2019**. Your role will be that of an **HR-Generalist** in the **People Team**, you will be paid a salary of **₹ 4,50,000/-** per annum.

Probation:

You are on probation for a period of **3 months** from your date of joining ZoomRx as an **HR-Generalist** in the **People Team**. Your performance while on probation will be formally managed and closely tracked, your confirmation and continued service with us, will purely depend on your satisfactory performance for the entire tenure of your probation.

Termination of Employment:

During the probation period, either party may terminate employment on **7 days** notice to the other or on the payment or forfeiture of base salary in lieu, as the case may be. **After** the probation period, either party may terminate employment on **60 days** notice to the other or on the payment or forfeiture of base salary in lieu, as the case may be. If a **Performance Improvement Plan (PIP)** is levied, during or after probation, based on the outcome of that PIP, ZoomRx reserves the right to terminate employment without any notice.

Duties:

You are expected to carry out duties assigned to you in a timely and competent manner. While employed with ZoomRx, you cannot be gainfully engaged or employed with another firm / organisation in any form (Full-time, Part-time, Intern, Contractual, Freelance Agreements) without prior approval from us.

Copyright / Trade Secrets:

All work/s provided by you during your employment with us shall be the property of ZoomRx. You shall do all things as necessary, to confirm the title of such property. It is our policy to maintain the rights of any party with whom you have confidentiality or a proprietary rights agreement. You will not disclose to others or induce others to use the proprietary information of said parties. By accepting this agreement, you certify that you do not have any existing obligation to others, that might be inconsistent with any of the provisions mentioned in this offer letter.

Return of Materials:

At the request of ZoomRx, or on the termination or resignation, you are to submit to your immediate authority, all materials which includes, papers, notes, data, reference-material, sketches, drawings, memoranda, documentation, software, tools, apparatus, and any other material prepared or made in whole or in part by you, at any time during your employment with us.

No Solicitation:

During employment and for a year after the termination of your employment with ZoomRx, you shall not entice away any person, who has been in employment or under consultation or apprenticeship with us. Furthermore, you shall not solicit or seek or attempt to solicit or carry on business with any person, firm, or company, who has at any time, during the twelve months (immediately preceding the termination of your employment with us) carried on business with us, without our written permission.

Arbitration:

Any dispute or controversy arising out of this employment or relating to any interpretation of performance or breach of this letter of employment, shall be settled amicably or in accordance with the provisions of Arbitration and Conciliation Act 1998. The place of Arbitration shall be Chennai, India.

Company Policies:

You will be required at all times to comply with all policies and manuals issued by us from time to time.

Work Location:

You will work out of ZoomRx Office located at 73, Karpagam Ave 2nd St, Karpagam Avenue, Raja Annamalai Puram, Chennai, Tamil Nadu 600028.

Next Steps:

1. Please sign '**Appendix 4 : Acceptance of Offer**' and email that document to us.
2. Email these details to us: **i) your full name (as per your ID proof) ii) soft copy of your passport sized photo (in a white background.)**
3. On your date of joining, please report at **10:30am** to the ZoomRx Office located at **73, Karpagam Ave 2nd St, Karpagam Avenue, Raja Annamalai Puram, Chennai, Tamil Nadu 600028.**
4. Please bring **originals and photocopies** of the following documents for verification, we will retain the photocopies.
5. Please have **soft copies** of all the following documents ready to upload online.

Documents	No. of copies	Comments
Address and ID proof	2	Passport / License / Voter ID
Aadhar card and PAN card	3 each	-
Passport size photos	6	In white background
Marksheets	1	10th, 12th, Degree
Degree certificates	1	-
Relieving letter	1	Previous Employer, having last drawn salary
PF Passbook	2	-
Last 3 months pay slips	1	Previous Employer
Form -16	1	Previous Employer for current financial year or Tax computation sheet
Cancelled cheque / Bank Passbook	1	For Bank Passbook a scanned copy of the first page is sufficient.

Appendix 2: Compensation & Benefits

Salary:

Your annual salary will be **₹ 4,50,000 (Rupees Four Lakhs and Fifty Thousand Only)** which includes a premium for Group Medical Insurance, Gratuity, Professional Tax, employer and employee contribution to Provident Fund.

Annual Performance-based Bonus:

In **addition** to your salary, you are eligible for an **Annual Performance-based Bonus, up to a maximum of 20%** of the **Total Remuneration** calculated on a pro-rata basis. This bonus will be lower or higher depending upon your performance and that of the company. Your eligibility is subject to completing a minimum of **3 months** as a **full time employee** and being an employee of ZoomRx as on **31st March** of the year.

Salary Reviews:

Salary reviews are conducted on an annual basis, where your performance, profitability of ZoomRx, and general market conditions are deciding factors. A salary review will not automatically lead to an increase in your base salary.

Salary Breakup:

S.No	Description	Monthly	Annualized
1	Basic	13500	162000
2	House Rent Allowance (HRA)	9000	108000
3	Other Allowance	12731	152772
4	Company's Contribution to PF	1620	19440
5	Gratuity	649	7788
	Total Remuneration		450000

Tax Implications:

You are responsible for declarations and implications arising thereof for all personal income tax purposes.

Reimbursements:

You can avail tax benefits by allocating the '**Other Allowance**' component of your salary, towards reimbursable components, which are tax exempted, by the Income Tax department viz. **Meal Vouchers, Attire, Books, Fitness, Telephone, and Internet.**

Medical Insurance:

All premium deductions will vary, based on the age of the insured individual (you) and the number of your direct dependant members. Dependand members can be parents, spouse or children only. The annual insured sum is ₹ 5,00,000, inclusive of the direct dependant members.

Appendix 3: Non Disclosure Agreement

As an employee of ZoomRx, you are required to sign the attached **CONFIDENTIAL INFORMATION & INVENTIONS ASSIGNMENT** agreement. By signing this agreement, you agree that you will not reveal or share any of the following details without written permission from the company.

- Design details of any product built by the company
- Implementation details of any product
- Code snippets developed by you or other employees of ZoomRx
- Screenshots of any product / project built by the company
- Information about Clients including client names, their intellectual property, trademarks and billing details

This agreement shall apply to all your verbal and written communication, whether personal or professional, including your resume, professional portfolio or any personal websites. However, you are free to share any information that is already available in the public domain through our website or press releases issued by ZoomRx.

Please note that this agreement shall continue to apply even after the termination of your employment with ZoomRx.

You are recommended to read the following agreement completely. If you have any questions about this agreement or about what you can or cannot do, please contact your immediate supervisor at ZoomRx.

CONFIDENTIAL INFORMATION & INVENTIONS ASSIGNMENT AGREEMENT

As a condition of my employment of ZoomRx Healthcare Technology Solutions Pvt Ltd. (the “*Company*”), and in consideration of my receipt of any compensation hereafter paid to me by Company, I agree to the following:

1. Confidential Information.

A. Company Information. I agree at all times to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm or corporation without written authorization of the President and the Board of Directors of the Company, any Company Confidential Information. I understand that my unauthorized use or disclosure of Company Confidential Information may lead to legal action by the Company. I understand that “*Company Confidential Information*” means any non-public information that relates to the actual or anticipated business, research or

development of the Company, or to the Company's technical data, trade secrets or know-how, including, but not limited to, research, product plans or other information regarding the Company's products or services and markets therefore, customer lists and customers (including, but not limited to, customers of the Company on which I called or with which I may become acquainted), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances and other business information; provided, however Company Confidential Information does not include any of the foregoing items to the extent the same have become publicly known and made generally available through no wrongful act of mine or of others. I further agree not to use or reference in any advertising, press release, interview, presentation to prospective clients, article, promotional material, or other communication, any Company or representative name, endorsement, direct or indirect quote, code, drawing, logo, trademark, specification, client name, project details, or picture without the prior written consent of Company, which consent may be withheld in Company's sole discretion.

B. Former Employer Information. I agree that I will not improperly use, disclose, or induce the Company to use any proprietary information or trade secrets of any former or concurrent employer or other person or entity. I further agree that I will not bring onto the premises of the Company or transfer onto the Company's technology systems any unpublished documents, proprietary information or trade secrets belonging to any such employer, person or entity unless consented to in writing by both Company and such employer, person or entity.

C. Third Party Information. I recognize that the Company may have received and in the future may receive from third parties associated with the Company, e.g., the Company's customers, suppliers, licensors, licensees, partners, or collaborators ("**Associated Third Parties**") their confidential or proprietary information ("**Associated Third Party Confidential Information**"). By way of example, Associated Third Party Confidential Information may include the habits or practices of Associated Third Parties, the technology of Associated Third Parties, requirements of Associated Third Parties, and information related to the business conducted between the Company and such Associated Third Parties. I agree at all times to hold in strictest confidence, and not to use or to disclose to any person, firm or corporation any Associated Third Party Confidential Information, except as necessary in carrying out my work for the Company consistent with the Company's agreement with such Associated Third Parties. I understand that my unauthorized use or disclosure of Associated Third Party Confidential Information may lead to legal action by the Company.

2. Inventions.

A. Inventions Retained and Licensed. I have attached hereto as Exhibit A, a list describing all inventions, discoveries, original works of authorship, developments, designs, improvements, and trade secrets, which were conceived in whole or in part by

me which I have any right, title or interest, which relate to the Company's proposed business, products, or research and development ("**Prior Inventions**"); or, if no such list is attached, I represent and warrant that there are no such Prior Inventions. Furthermore, I represent and warrant that the inclusion of any Prior Inventions from Exhibit A of this Agreement will not materially affect my ability to perform all obligations under this Agreement. If I incorporate into or use in connection with any design, product, process, service, technology or other work by or on behalf of Company any Prior Invention, I hereby grant to the Company a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, worldwide license, with the right to grant and authorize sublicenses, to make, have made, modify, use, import, offer for sale, and sell such Prior Invention as part of or in connection with such product, process, service, technology or other work and to practice any method related thereto.

B. Assignment of Inventions. I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registrable under patent, copyright or similar laws, related to the Company's business, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, or with the use of Company's equipment, supplies, facilities, or Company Confidential Information (collectively referred to as "**Inventions**"). I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of the Company's business which are protectable by copyright are "original literary works" that are owned by the Company, as contemplated under Section 2(o) and Section 13(1)(a) of the Indian Copyright Act, 1957. I understand and agree that the decision whether or not to commercialize or market any Inventions is within the Company's sole discretion and for the Company's sole benefit and that no royalty or other consideration will be due to me as a result of the Company's efforts to commercialize or market any such Inventions.

C. Maintenance of Records. I agree to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by me (solely or jointly with others). The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by the Company. The records are and will be available to and remain the sole property of the Company at all times.

D. Patent and Copyright Registrations. I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights and in order to assign and convey to the

Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions and any rights relating thereto, and testifying in a suit or other proceeding relating to such Inventions and any rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature with respect to any Inventions including, without limitation, to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering such Inventions, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any papers, oaths and to do all other lawfully permitted acts with respect to such Inventions with the same legal force and effect as if executed by me.

3. Conflicting Obligations.

A. Current Obligations. I will not engage in or undertake any other employment, occupation, consulting relationship or commitment that is directly related to the business in which the Company is now involved or becomes involved or has plans to become involved, nor will I engage in any other activities that conflict with my obligations to the Company.

B. Prior Relationships. Without limiting Section 3.A, I represent that I have no other agreements, relationships or commitments to any other person or entity that conflict with my obligations to the Company under this Agreement or my ability to perform the services for the Company. I further agree that if I have signed a confidentiality agreement or similar type of agreement with any former employer or other entity, I will comply with the terms of any such agreement to the extent that its terms are lawful under applicable law. I represent and warrant that after undertaking a careful search (including searches of my computers, cell phones, electronic devices and documents), I have returned all property and confidential information belonging to all prior employers. Moreover, in the event that the Company or any of its directors, officers, agents, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor or successor corporations, or assigns is sued based on any obligation or agreement to which I am a party or am bound, I agree to fully indemnify the Company, its directors, officers, agents, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns for all verdicts, judgments, settlements, and other losses incurred by the Company (the indemnitee) in the event that it is the subject of any legal action resulting from any breach of my obligations under this Agreement, as well as any reasonable attorneys' fees and costs if the plaintiff is the prevailing party in such an action.

4. Returning Company Documents. Upon demand by the Company, I will immediately deliver to the Company, and will not keep in my possession, recreate or deliver to anyone

else, any and all Company property, including, but not limited to, Company Confidential Information, Associated Third Party Confidential Information, as well as all devices and equipment belonging to the Company (including computers, handheld electronic devices, telephone equipment, and other electronic devices), Company credit cards, records, data, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, photographs, charts, all documents and property, and reproductions of any of the aforementioned items that were developed by me pursuant to my relationship with the Company, obtained by me, or otherwise belonging to the Company, its successors or assigns, including, without limitation, those records maintained pursuant to Section 2.C.

5. Notification. In the event that I leave the Company, I hereby grant consent to notification by the Company about my obligations under this Agreement.

6. Solicitation of Employees. I agree that for a period of twelve (12) months immediately following the termination of my relationship with the Company for any reason, whether voluntary or involuntary, with or without cause, I shall not either directly or indirectly solicit any of the Company's employees to leave their employment, or attempt to solicit employees of the Company, either for myself or for any other person or entity.

7. Representations. I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to this Agreement. I hereby represent and warrant that I have not entered into, and I will not enter into, any oral or written agreement in conflict herewith

8. Audit. I acknowledge that I have no reasonable expectation of privacy in any computer, technology system, email, handheld device, telephone, or documents that are used to conduct the business of the Company. As such, the Company has the right to audit and search all such items and systems, without further notice to me, to ensure that the Company is licensed to use the software on the Company's devices in compliance with the Company's software licensing policies, to ensure compliance with the Company's policies, and for any other business-related purposes in the Company's sole discretion. I understand that I am not permitted to add any unlicensed, unauthorized or non-compliant applications to the Company's technology systems and that I shall refrain from copying unlicensed software onto the Company's technology systems or using non-licensed software or web sites. I understand that it is my responsibility to comply with the Company's policies governing the use of the Company's documents and the Internet, email, telephone and technology systems to which I will have access.

9. General Provisions.

A. Governing Law; Consent to Personal Jurisdiction. This Agreement will be governed for all purposes by the laws of India and the venue for any action arising out of

this agreement shall be the courts of India without giving effect to any choice of law rules or principles that may result in the application of the laws of any jurisdiction other than India.

B.Entire Agreement. This Agreement, together with the Exhibits herein, sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and supersedes all prior discussions or representations between us including, but not limited to, whether written or oral. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the President of the Company and me.

C.Severability. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

D.Successors and Assigns. This Agreement will be binding upon my heirs, executors, assigns, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns. There are no intended third party beneficiaries to this Agreement except as expressly stated.

E.Waiver. Waiver by the Company of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

F.Survivorship. The rights and obligations of the parties to this Agreement will survive the end of my relationship with the Company.

G.Signatures. This Agreement may be signed in two counterparts, each of which shall be deemed an original, with the same force and effectiveness as though executed in a single document.

EXECUTED on the date provided below;

Date:

Exhibit A**LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP**

Title _____	Date _____	Identifying Number or Brief Description _____

___ No inventions or improvements

___ Additional Sheets Attached

Appendix 4: Acceptance of Offer:

I, **Srimathi Sridhar**, acknowledge that I have read this offer letter including appendices 1, 2, 3 and 4, and by signing in the space below, accept the offer and agree to be bound by all the terms and conditions set out herein.

Signature (In the space above)

Full Name:

Date: