

Ref: ERF/HR/APL/V2/ERF219

Date: 19th August 2024

Emp. ID : ERF219
Employee Name: Mr. Tanmoy Das

Dear Mr. Tanmoy Das,

Subject: Letter of Appointment

This is with reference to your application and subsequent interview you had with us; we are pleased to appoint you as Trainee Associate in Edara Research Foundation on the following terms & conditions.

Date of Joining : 19th August, 2024
Designation : Trainee Associate

1. You will be entitled to the compensation package of a consolidated amount of Rs. 20,000/- (Twenty Thousand Rupees only) per month as cost to the company (CTC) and you shall maintain confidentiality about the details of your compensation.
2. You will be on probation for a period of 06 months commencing from the Date of Joining, as mentioned above. During the period of probation your performance shall be evaluated further to the roles and responsibilities assigned to you. On successful completion of probation period through evaluation and unless confirmed in writing, you will be deemed as a probationer after the expiry of the initial or extended period of probation, until management will put you on confirmation through a written communication. Separation from the Company during the probation period will be subjected to a written notice of one (01) month or one-month salary in lieu thereof and in specific cases as the management deems fit, at its discretion shall terminate the services by giving one (1) month notice or without any notice or wages in lieu thereof during the initial or extended period of probation.
3. After confirmation, Separation from the Company will be subjected to a written notice of ninety (90) working days from either side. The Company at its sole discretion reserves the right to terminate employment by giving the notice of three months or by paying three months' salary in lieu of the said notice and terminate the employment with immediate effect. You shall pay three months' salary in lieu of the said notice, if the Company so chooses to accept. Company at its discretion may require you to complete ninety (90) working days' notice period. In case you are incapacitated by reasons of illness, accident or any other cause and cannot perform your duties, the company may at its option grant you leave for reasonable time on full pay or half pay or without pay or terminate your services. Also, if you are found suffering from any infectious/ contagious disease, the company may at its discretion terminate your services. In case of your leaving the job or termination of the same in any way, your final accounts including terminal or retiral benefits can

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- only be settled after you hand over the charge to the person nominated by the company and deliver to him all documents, correspondence, information, notices goods, stores, property, money and other various materials supplied to you by the company in the proper way suggested by us, failing which the Company shall have the full right to withhold the payment of your final dues. During your notice period, you have to extend the notice period by the days which you have not worked (i.e., leaves beyond the entitlement as per HR manual).
4. For any service, notice, or communication of whatever kind, you will be informed by ordinary post or through courier at the address given by you at the time of employment or such other address which you may hereafter intimate to the management. You shall keep the Company informed, in writing, of any changes in your residential or permanent address, your family status and such other personal particulars. All correspondence will be deemed to have been received by you, when sent to the address as per the latest records of the Company.
 5. Your salary will be reviewed periodically as per the prevailing Company policy. Your increments/ promotion will be at the sole discretion of the management depending upon your efficiency, intelligence, and regular attendance, sense of discipline, loyalty and good behavior and also subject to the prosperity of the organization.
 6. Absence for a continuous period of 7 days including absence when leave though applied for but not granted and when over-stayed for a period of 7 days would make you lose your lien on the service and the same shall automatically come to an end without any notice or even intimation. In such an eventuality, the management will draw an irresistible presumption that by remaining absent continuously and unauthorisedly, you have abandoned your job.
 7. Grant of leave will be as per the policy applicable. Grant of leave will depend on the exigencies of work and shall be at the discretion of the hiring manager and Management. Similarly, for extension of leave an application will have to be made in advance so as to reach positively before the expiry of the leave originally granted. Mere submission of leave does not mean that the leave has been sanctioned.
 8. You will be bound by rules and regulations enforced by the management, from time-to time in relation to conduct, discipline, leave, holidays or any other matter relating to the service rules/conditions as mentioned in the HR Policy Manual. The management reserves the right to modify, alter or delete the existing HR Policies or introduce fresh policies which will be binding upon you.
 9. During probation you will be eligible for 1-day leave per month only, until confirmation.
 10. You shall bear your own taxes that shall be deducted from your salary and /or other dues. For going on duty outside the place of employment, you shall be governed under the policy applicable and service conditions in this regard.
 11. Employee will be retiring from the services at the age of 60. However, it can be extended if mutually agreed.
 12. During the period of your employment with us:
 - a. You are forbidden from doing any gainful business directly or indirectly or taking up employment / professions which will give you monetary returns as all your talents are engaged by the Company and therefore. In this respect, the findings of the management are final and binding.
 - b. You will devote your whole time and attention to your duties with absolute integrity to promote the interests of our organization.

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- c. You will not utilize or divulge to any person / persons any of the trade secrets or affairs of the Company which may come to your notice in the course of your service with the company. This stipulation will be binding on you after even you have left the services of the Company for a period of three years.
 - d. You shall not engage yourself or participate in any action or which involves contempt of court, defamation or incitement to an offence or which will affect the standing and reputation of the Company.
 - e. You shall not resort to or in any way abet any form of strike or coercion or physical duress in connection with any matter pertaining to your service or the service of any other employee.
 - f. You shall not indulge actively or cause any act likely to affect the discipline that is expected from every employee of this company or associate with any such activity, which may amount to an act subversive of discipline.
 - g. You shall carryout all the duties pertaining to / connected with your job which will be given to you by the Management / their authorized representative from time to time. Your designation, place of posting, assignment of duties, job content, etc are liable to change as and when the Company is restructured or reorganized to meet its requirements, at the discretion of the Management.
13. The Particulars given by you in the Company's Employment Form are deemed to be true and correct. However, in case at any time any information is found to be incorrect, the Company will be within its rights to terminate your services at any time without any notice and without assigning any reason thereof.
14. You may be transferred to any of the Company's locations/offices/associate companies/subsidiaries/affiliates/joint venture/sister concern/parent Company/the companies under the same management, as existing/operating presently/set up or acquired later anywhere in India or abroad at the sole discretion of the Company. You may also be deputed to any work or assigned the work of any associate companies/subsidiaries/affiliates/joint venture/sister concern/parent Company/the companies under the same management or any other companies/concerns/organizations/Firms with whom the Company may make such arrangements or agreement. On such transfer you will be governed by the terms and conditions, etc., which are applicable to your grade/category at the place of transfer or are specified by the management with the sole discretion of the Company.
15. You shall be assigned with the duties and responsibilities as required from time to time at the work place based on the need of the company. Further, a detailed Job Description (as per GLP compliance, as applicable) shall be given for you to abide by the same.
16. During the tenure of service, you will keep your emoluments secret/confidential and will treat all information coming to you in the course of your employment in this organization as strictly confidential and shall not divulge it to anybody except to those in the management to whom it concerns.
17. During your employment with Company, you shall not divulge or make known any information, secret processes or any information in any way whatsoever relating to the Company or its business. to any customer and/or any other business associates or any competitors nor will you publish any book, booklet, brochure, pamphlet or contribute any article to any newspaper or other media relating to the affairs of the Company or to your work

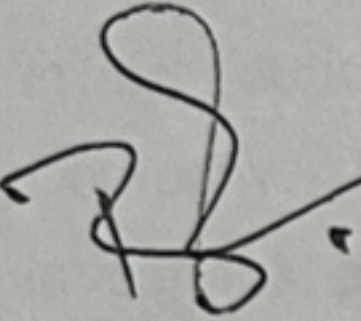
in the Company without the written consent of the management. If any time, it is found that you have not conformed to these requirements, Company can initiate appropriate action against you as it deems fit. You will be required to sign a confidentiality non-disclosure agreement (NDA) with the Company, which will be given to you separately. Any Invention, concepts, discoveries, data, designs, formulae, ideas, methods, models, procedures, designs for experiments and tests and results of experimentation and testing, processes, specifications and techniques, laboratory records, clinical data, manufacturing data and information contained in submissions to regulatory authorities, development or improvement in process etc. made by you individually or with the help of others. during the course of your employment, work or in any way incidental to the work while in the service of the Company shall forthwith be disclosed to the Company and shall belong to and be the absolute property of the Company, irrespective whether the same is protected/registered or not by Intellectual Property Rights or any other applicable laws. If and whenever required to do so you shall, at the expense of the Company, apply for patent or other equivalent protection within the country or in any other part of the world or both and shall execute and do all the necessary formalities for obtaining the patent or other equivalent protection which when obtained, all the rights, claim and title shall be assigned to Edara Research Foundation and shall be the sole property of the Company.

18. Agreement Not to Solicit Employees: You agree that, during the period of one (1) year after the date on which you cease to be employed by the Company, you will not directly or indirectly, including without limitation by assisting others, solicit, recruit, induce or attempt to persuade the employment of any Person then engaged by the Company and any of its affiliates, as an employee, officer, director, independent contractor or consultant, or so engaged within the then prior [six (6)] months (existing employee). It is clarified that you shall be deemed to have breached and failed to comply with the provisions of this clause if you directly or indirectly employ, engage or retain, or the organization of which you are an officer, employee or shareholder (or any person connected or affiliated to such organization) directly or indirectly employs, engages or retains, an existing employee whether or not such employment or retention arose on account of any act or omission by you.
19. Agreement Not to Solicit Suppliers and Customers: You undertake that, except as otherwise agreed in writing by the Company and without prejudice to any other duty implied by law or equity, you shall not either personally or through an agent, company or otherwise in any other manner directly or indirectly induce or attempt to induce any supplier of the Company or any of its affiliates to cease to supply, or to restrict or vary the terms of supply to, the Company or any of its affiliates or otherwise interfere with the relationship between such a supplier and the Company or any of its affiliates. You undertake that you shall not, except as otherwise agreed in writing by the Company and without prejudice to any other duty implied by law or equity, either personally or through an agent, company or otherwise in any other manner directly or indirectly induce or attempt to induce any customer of the Company or any of its affiliates to cease to obtain products or services from the Company or any of its affiliates or to procure such products and/or services from you or any other person, or to vary the terms on which such customer obtains products and/or services from the Company or any of its affiliates or otherwise interfere in the relationship between the Company or any of its affiliates and any of their customers.

20. You should clearly understand that for grave offences, for example conduct involving moral turpitude, corruption, embezzlement or misappropriation of Company's funds, serious negligence and dereliction of duty, desertion of duty, refusal or deliberate failure to carry out written orders of superior officers, engagement in activities prejudicial to the interests of the Security of the Company civil or criminal proceedings likely to lead to conviction, the appointing authority reserves its right to terminate your employment with the Company without any notice in lieu thereof and without assigning any reasons whatsoever.

Please return the duplicate copy of this letter signed by you on each page in token of your having clearly understood, accepted and agreed to abide by the terms and conditions as referred to above.

For Edara Research Foundation


Dr. B.C. Roy
Sr. Vice President



Declaration

I have read and understood the above terms and conditions of appointment order with Edara Research Foundation and agree to abide by them unconditionally. I have understood the same in the language known to me and agree to abide by the same.

Name: *Tanmoy Das*

Signature: *Tanmoy Das*

Date: *19/08/2024*

Place: *Hyderabad*

CONFIDENTIALITY NON-DISCLOSURE AGREEMENT

This Agreement is made between EDARA RESEARCH FOUNDATION, hereinafter called as "The Company" and Mr. Tanmoy Das here in after called as "Employee".

In consideration of the service or the continued service extended by the Employee to the Company, both the Company and the Employee agree as following:

1. Proprietary Information:

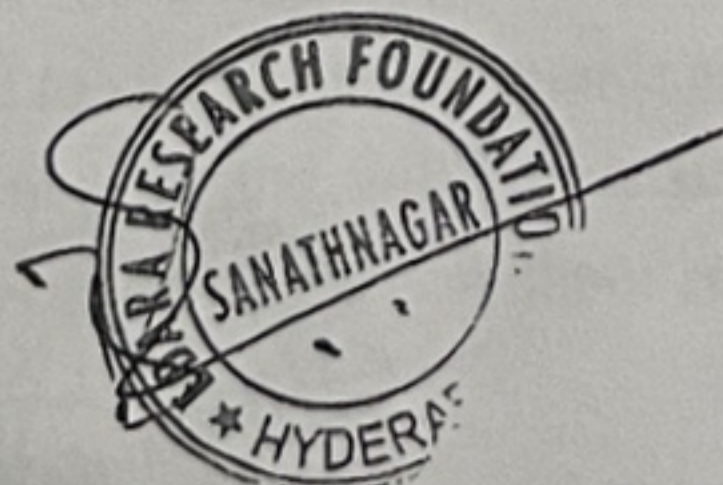
- a) The Employee agrees that all information, whether or not in writing, of a private, secret or confidential nature concerning the Company's business, business relationships or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of the Company. By way of illustration, but not limitation, Proprietary Information may include inventions, products, processes, methods, techniques, projects, developments, plans, research data, pre-clinical data, financial data, personnel data, computer programs, customer and supplier lists, and contacts at or knowledge of customers or prospective customers of the Company. The Employee will not disclose any Proprietary Information to any person or entity other than Employees of the Company or use the same for any purposes (other than in the performance of his/her duties as an Employee of the Company) without written approval from the authorized person of the Company, either during or after his/her service with the Company, unless and until such Proprietary Information has become public knowledge without fault by the Employee.
- b) The Employee agrees that all files, letters, memoranda, reports, records, data sketches, drawings, laboratory notebooks, program listings or other written, photographic, or other tangible material containing Proprietary Information, whether created by the Employee or others, which shall come into his/her custody or possession, shall be and are the exclusive property of the Company to be used by the Employee only in the performance of his/her duties for the Company. All such materials or copies thereof and all tangible property of the Company in the custody or possession of the Employee shall be delivered to the Company, upon the earlier of (i) a request by the Company or (ii) discontinuation of his/her service. After such delivery, the Employee shall not retain any such materials or copies thereof or any such tangible property.
- c) The Employee agrees that his/her obligation not to disclose or to use information and materials of the types set forth in paragraphs (a) and (b) above, and his/her obligation to return materials and tangible property, set forth in paragraph (b) above, also extends to such types of information, materials and tangible property of customers of the Company or suppliers to the Company or other third parties who may have disclosed or entrusted the same to the Company or to the Employee.



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2. Developments:

- a) The Employee will make full and prompt disclosure to the Company of all inventions, improvements, discoveries, methods, developments, software, and works of authorship, whether patentable or not, which are created, made, conceived or reduced to practice by him/her or under his/her direction or jointly with others during his/her service by the Company, whether or not during normal working hours or on the premises of the Company (all of which are collectively referred to in this Agreement as "Developments").
- b) The Employee agrees to assign and does hereby assign to the Company (or any person or entity designated by the Company) all his/her right, title and interest in and to all Developments and all related patents, patent applications, copyrights and copyright applications. However, this paragraph 2(b) shall not apply to Developments which do not relate to the present or planned business or research and development of the Company and which are made and conceived by the Employee not during normal working hours, not on the Company's premises and not using the Company's tools, devices, equipment or Proprietary Information. The Employee understands that, to the extent this Agreement shall be construed in accordance with the laws of any state which precludes a requirement in an Employee agreement to assign certain classes of inventions made by an Employee, this paragraph 2(b) shall be interpreted not to apply to any invention which a court rules and/or the Company agrees falls within such classes. The Employee also hereby waives all claims to moral rights in any Developments.
- c) The Employee agrees to cooperate fully with the Company, both during and after his/her service with the Company, with respect to the procurement, maintenance and enforcement of copyrights, patents and other intellectual property rights (both in India and in any foreign countries) relating to Developments. The Employee shall sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in any Development. The Employee further agrees that if the Company is unable, after reasonable effort, to secure the signature of the Employee on any such papers, any executive officer of the Company shall be entitled to execute any such papers as the agent and the attorney-in-fact of the Employee, and the Employee hereby irrevocably designates and appoints each executive officer of the Company as his/her agent and attorney-in-fact to execute any such papers on his/her behalf, and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights and interests in any Development, under the conditions described in this sentence. The Employee further agrees to disclose to the Company (or to any persons designated by it) all patent applications filed by him/her if any within a year after the termination of their service.



3. Impartiality and Integrity.

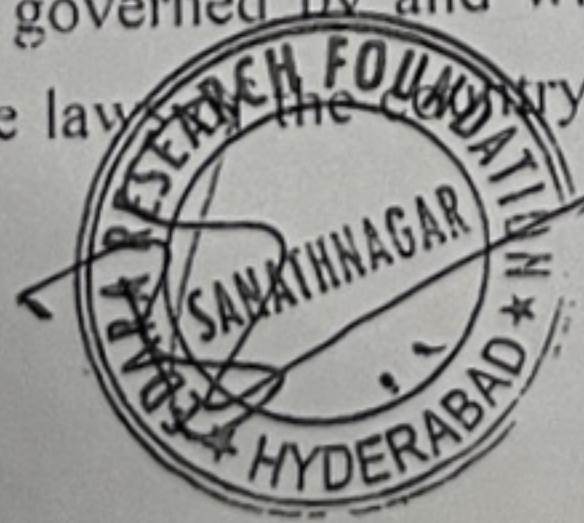
- a) Personnel are independent and free from financial, technical and other pressures to ensure high quality of work.
- b) All the personnel of the laboratory are not directly or indirectly influenced by any sort of malpractices so as to maintain independence of judgment and integrity.
- c) The financial benefits given to the staff is as per norms governed by the companies act and qualification, experience, nature of activity etc., and not on quantity of samples tested.

4. Other Agreements.

The Employee hereby represents that, except as the Employee has disclosed in writing to the Company, the Employee is not bound by the terms of any agreement with any previous employer or other party to refrain from using or disclosing any trade secret or confidential or proprietary information in the course of his/her service with the Company or to refrain from competing, directly or indirectly, with the business of such previous employer or any other party. The Employee further represents that his/her performance of all the terms of this Agreement and as an Employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by the Employee in confidence or in trust prior to his/her service with the Company, and the Employee will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others.

5. Miscellaneous

- a) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- b) This Agreement supersedes all prior agreements, written or oral, between the Employee and the Company relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the Employee and the Company. The Employee agrees that any change or changes in his/her responsibilities, honorarium after the signing of this Agreement shall not affect the validity or scope of this Agreement.
- c) This Agreement will be binding upon the Employee's heirs, executors and administrators and will inure to the benefit of the Company and its successors and assigns.
- d) No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.
- e) The restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and are considered by the Employee to be reasonable for such purpose. The Employee agrees that any breach of this Agreement is likely to cause the Company substantial and irrevocable damage and therefore, in the event of any such breach, the Employee agrees that the Company, in addition to such other remedies which may be available, shall be entitled to specific performance and other injunctive relief.
- f) This Agreement is governed by and will be construed as a sealed instrument under and in accordance with the law of the country, without regard to conflict of law's provisions. Any



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action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the Telangana State and the Company and the Employee each consents to the jurisdiction of such a court.

All the terms & conditions mentioned above in this agreement will be effective from the date of execution of this document.

THE EMPLOYEE ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

WITNESS our hands and seals:

for Edara Research Foundation



Dr. B.C. Roy
Sr. Vice President

Declaration

I have read/understood the above terms and conditions and agree to abide by them unconditionally.

Name: *Tanmoy Das*

Signature: *Tanmoy Das*

Date: *19/08/2024*