

NHS/1307/Oct/21-22

08-Oct-2021

To
Mr. Attili Sai Durgesh
28-2-17, sheela vari veedhi,
near sai baba temple, Rajamahendravaram,
Andhra Pradesh 533101.

Dear Mr. Attili Sai Durgesh,

Subject: Offer of Employment

We welcome you to Napier Healthcare Solutions (India) Pvt. Ltd. and wish you a long term and mutually rewarding career with us.

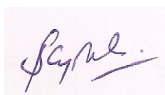
Please find enclosed your letter of offer of employment containing relevant details and terms and conditions regarding your employment. If you would like to know more about the Company or have any questions or clarifications, please feel free to contact us. Please note that the validity of letter of offer is subject to satisfactory completion of a reference check and compliance to all terms and conditions herein. The joining information is mentioned below:

Date of Joining : 18-Oct-2021**Reporting Time : 09:30 AM****Reporting Location : Hyderabad**

Please bring the following documents in original & photocopy, (original for verification only) on the day of your joining:

1. Educational documents (mark sheets and convocation certificates) starting from School to highest education qualification attained
2. Relieving letter from the previous organizations
3. Latest salary slip or a salary certificate from the previous employer
4. PAN (Permanent Account Number) card and Passport
5. Four (4) passport size color photographs

Please sign and return the duplicate copy of the offer letter as a token of your acceptance.

For Napier Healthcare Solutions (India) Pvt. Ltd.

Digitally signed by Chandra Mouli
DN: cn=Chandra Mouli, o=Napier
Healthcare Solutions (India) Pvt. Ltd.,
ou=Hyderabad,
email=mouli@napierhealthcare.com, c=IN
Date: 2021.10.08 19:34:34 +05'30'

Chandra Mouli Sivalanka
Head - Finance & Accounts

NHS/1307/Oct/21-22

08-Oct-2021

To
Mr. Attili Sai Durgesh
28-2-17, sheela vari veedhi,
near sai baba temple, Rajamahendravaram,
Andhra Pradesh 533101.

Dear Mr. Attili Sai Durgesh,

Subject: Offer of Employment

We are pleased to make you an offer of employment in Napier Healthcare Solutions (India) Pvt. Ltd. on the following terms and conditions:

Designation	: Associate Software Engineer
Band & Sub band	: A & A1
Cost To Company ("CTC")	: INR 350000/- (Three Lakh Fifty Thousand Rupees Per annum Only, Details are as per Annexure 1)
Date of Joining	: 18-Oct-2021
Location	: Hyderabad

1. General Terms and Conditions

1.1 This letter contains the general terms and conditions of your employment in India and it supersedes all other documents, employment letters and contracts entered into earlier. In this letter, you and the Company shall also be individually referred to as "Party and collectively as "Parties". This letter is subject to change from time to time at the Company's discretion. Hence you are requested to contact Human Resources / your Manager for information on policies, company rules and regulations which are applicable to you.

1.2 We trust that you have provided us with true declaration and information. Else, the Company reserves the right to take appropriate action including the termination of employment without notice

1.3 Background Check

This clause is applicable to you during your probation period also. Your appointment is subject to the verification of your credentials, testimonials and other particulars mentioned by you in your application at the time of your appointment. If the particulars given by you are in any way found to be inaccurate or misleading, your employment shall be deemed to be automatically cancelled and your services will be terminated. If required, the Company may also conduct client specific background checks after the commencement of your employment, in the event that a client requires sssbackground checks to be conducted as an eligibility condition for working on projects for such client and if you are staffed / are to be staffed to any such project.

In the event any client prescribed background checks are to be conducted, you will be required to cooperate fully in the exercise and disclose the relevant information required from you for

successfully completing such background check. Based on the results of such background check, the Company reserves the right to withdraw you're staffing on such project, or to take disciplinary action against you as appropriate.

1.4 You warrant that you are not prevented by a court or by any other administrative or judicial order from providing the services required under this employment.

1.5 Your employment is governed by this letter and the applicable rules and policies provided in the "Employee Manual" available with Human Resources. In case of a conflict between terms of this letter and any other policy document, the Employee Manual shall prevail. It is imperative for you to go through and fully comprehend Employee Manual and abide by it.

1.6 This offer is being made to you subject to your producing the relevant documents as intimated to you by the Company.

1.7 Your retention in Company's employment will be subject to your continuous medical fitness. Company reserves the right to ask you to undergo medical examination as and when considered necessary.

1.8 You shall be required to work full-time for the Company. You must not hold any position, whether active or inactive and whether for profit or not, in any entity including a company, a partnership firm or a proprietorship, irrespective of whether such a position causes a conflict of interest with your employment or not, and irrespective of whether such entity is in the healthcare sector or not.

1.9 Place Of Work

You may, during your employment with the Company, be considered for employment or assignment at any other work place/branch/division of the Company within India or in any other country where the affiliates of the Company exist or to work from home. Decisions for such placement, which may be for short duration or of a long-term or permanent nature, will depend on your suitability for the intended task and other relevant factors. In the event that such a placement is requested by the Company, you will be required to report for duty at the new place of work (If applicable) from the effective date communicated to you in this regard.

1.10 Work Shifts

Please note that Company may require you to work in shifts as determined by business needs. Reasonable effort will be made to give you an advance notice of such shift changes to minimize any inconvenience to you. Your work timings may vary according to the shift assigned to you. Shift Work will be in accordance with the Company's policy.

1.11 Change of Address

You shall keep Company informed of your latest postal address at all times and intimate in case of change of address. Any communication sent to you by Company on your last known address (as intimated by you) shall be deemed to have been duly served notwithstanding the fact that you have changed your address.

1.12 Absconding Clause

If you absent yourself without approved leave or remain absent beyond the period of leave originally approved or subsequently extended, the same shall be considered as you having voluntarily terminated the employment without giving notice unless you return to work within three (3) days of the commencement of such absence, and explain the reason for absence.

1.13 Retirement

An employee shall retire from the services of the Company at the end of the month in which he/she attains the age of fifty eight (58) years, which is the age of retirement for all employees. The age of retirement shall be reckoned in accordance with the Gregorian calendar.

1.14 This letter is made on the clear understanding that your employment is on a full time basis and that you shall not engage yourself directly or indirectly in any business or service other than the Company's business or services. In addition, this employment is of continuous nature and does not entail any compensation for any overtime worked by you.

1.15 This offer will be subject to satisfactory health declaration that you have to submit at the time of joining the Company.

2. Key Result Areas

You shall be briefed upon your Key Result Area (KRA) milestones and the applicable timelines for review within thirty (30) days of your joining and this becomes a benchmark for your performance appraisal.

3. Date of Commencement and Working Hours

Your appointment with Napier will be effective from date of joining as mentioned in the first page. The normal working hours are 9.00 am to 6.00 pm with 60 minutes break, Monday through Friday. However due to business exigencies, employees may be required to work at different timings or for longer hours which may be prescribed by the manager from time to time. For employees who have been allowed to report at different timing, a written approval must reach HR department before the deviation can be implemented. For the lines of businesses that operate on a 24 x 7 basis, employees may be required to work at different times including night. In all such cases, the actual working hours shall be as prescribed by supervising manager.

4. Probation, Notice Period and Breach or Misconduct

4.1 Probation

You will be on probation for a period of six (6) months from the date of your joining. The Company may confirm your services based on satisfactory performance during the probation period. In case your performance is found unsatisfactory during the probation period, the Company may at its discretion extend your probation period for a term of another six (6) months. However, the probation period cannot exceed one (1) year.

4.2 Notice Period

Either Party can terminate this contract of employment by giving the other Party a prior notice of:

- (a) sixty (60) calendar days or payment in lieu thereof, if you have been confirmed; and
- (b) thirty (30) calendar days or payment in lieu thereof, if you are under probation.

The Company shall follow all legal requirements while terminating the contract of employment. Upon your resignation, any relaxation to the notice period shall be at the discretion of the Company Depending upon work exigencies. The Company may choose to reject your request for

- (a) Adjustment of notice period against the un-used leave, or
- (b) Payment in lieu of notice period.

You shall not be entitled to any benefits including leave upon submission of your resignation. Company will be entitled to adjust any amounts outstanding against you from your salary or expense Reimbursements at the time of full and final settlement.

4.3 Breach or Misconduct

In case of any breach of the terms governing your employment as stated in this letter or any Misconduct, the Company reserves the right to take disciplinary action, which may include Suspension or termination of employment.

5. Compensation

5.1 You will be eligible to receive the compensation as per the details in Annexure 1.

5.2 You will be entitled to other compensation and benefits in accordance with the Company's relevant employment policies, rules and regulations as modified and intimated to you from time to time (the "Policies"). The Policies are subject to change at any point on Company's discretion. It is your prerogative to keep yourself abreast with the latest Policies of the Company which are regularly updated on the Company's intranet site.

5.3 Your compensation will be reviewed periodically as per the Company's policy. Changes in your compensation are carried out at the sole discretion of the Company and will be subject to and based on effective individual and company performance and results during the period and other relevant criteria.

5.4 You are solely responsible for declarations and implications arising thereof for all Income Tax purposes.

5.5 Your remuneration has been arrived at on the basis of your specific background, relevant experience and professional merit. We expect you to keep the compensation details confidential at all times. Any breach of such confidential information terms shall amount to misconduct on your part and the Company is entitled to take disciplinary action on the same.

5.6 The structure of the Compensation Details in Annexure 1 may be modified by Company in furtherance of any statutory compliance. However any such modification to the structure to align with statutory compliance shall not result in a change to the CTC.

6. Other Benefits

You will be entitled to the following benefits as per Company policies:

6.1 Leave and Holidays as per Company Policies:

6.2 Perquisites, if any, as applicable to your category or employees and/or based on functional / operational requirements as determined by the Company.

6.3 Participation in the Company Provident Fund Scheme as per rules and policies is applicable to your category of employees.

6.4 Enrolment in the Company medical assistance program and Contributory Insurance and benefits program for your category of employees.

6.5 Employees relocating from any other city in India to join Napier may apply for relocation benefits, including travel, shipping of house hold goods and the relocation benefits may be provided to them subject to approval by the Company on a case to case basis. If relocating alone, the Employee is entitled to a maximum reimbursement of INR 20,000 against actual expenses for travel, packing and shipping, with travel by II AC train or Air (Economy Class). However, if the relocation is with spouse and children, the entitlement is to a maximum reimbursement of INR 40,000. Expenses incurred on anyone other than spouse and children will not be reimbursed by the Company and should be borne by the Employee. In the case of an Employee relocating from any city in South India to Hyderabad, this amount will be INR 15,000 for the Employee alone and INR 30,000 for Employee with family (spouse and children). Subject to approval, the Company will provide accommodation for employees at a service apartment for a maximum period of 10 days.

Relocation expenses will be recovered in full if the Employee leaves the Company within one year of joining. In case of involuntary termination due to non-compliance of Napier's standard terms and conditions, Napier reserves all rights to recover the relocation expenses paid to you in full.

7. Guiding Principles

7.1 You must effectively, diligently and to the best of your ability perform all responsibilities and ensure results meet company's objectives.

7.2 You must not engage in activities that have an adverse impact on the reputation/image and business of the Company, whether directly or indirectly.

7.3 You may be required to undertake travel for Company's work for which you will be reimbursed. Travel expenses as per the Company policy is applicable to your category of employees.

7.4 All employees of the Company are required to ensure integrity in all aspects of the functioning and operations. You are expected to comply with the Employee Manual and policies of the Company including the Code of Business Conduct, Information Security Policy and all other policies as they form an integral part of the terms of your employment. Any matter or situation or incident that could potentially result or has resulted in any violation of Company policies or this letter, shall

immediately be brought to the notice of your Manager or Human Resources. The company is committed to protecting the identity of whistle blowers.

7.5 You will be responsible for the safe keeping and return, in good condition and order of all the properties and equipment of the Company which may be in your use, custody or charge.

8. Confidentiality

You agree to sign and abide by the provisions of the “Confidential Information, Intellectual Property Rights and other matters agreement” at the time of your joining which will be in force during your period of employment.

9. Intellectual property

All the proprietary rights title and interests in any and all intellectual properties, such as ideas, inventions, or works which are conceived, developed or prepared by you during your employment with the Company, shall vest with the Company absolutely.

10. This offer shall be governed by and construed in accordance with the laws of India. The courts at Hyderabad, India, alone shall have jurisdiction in the event of any dispute.

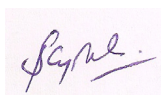
11. This offer and the above terms and conditions are subject to the successful processing of the Employment and Residency Visa permits, if you are deputed to overseas. Any extra ordinary cost related to this will be the responsibility of the employee. (I.e. Lift Ban, Certificate Attestation, Police clearance Certificate, E-Card, urgent visa requests).

12. This offer letter constitutes the entire understanding between the parties herein and supersedes all prior communications, offers etc. either written or oral.

13. In the absence of our receiving your signed acceptance within seven (7) calendar days from the date of this offer, this employment offer will be deemed to have been rejected by you and shall lapse. It is provided that the above mentioned period may be extended in writing by any person/persons of the Company who have been specifically authorized in this regard. This letter of offer along with your acceptance by mail or signed document constitutes a binding agreement between yourself and the Company.

Welcome to Napier Healthcare Solutions (India) Pvt. Ltd. and we wish you the best.

For Napier Healthcare Solutions (India) Pvt. Ltd.



Digitally signed by Chandra Mouli
DN: cn=Chandra Mouli, o=Napier Healthcare
Solutions (India) Pvt. Ltd, ou=Hyderabad,
email=mouli@napierhealthcare.com, c=IN
Date: 2021.10.08 19:35:13 +05'30'

Chandra Mouli Sivalanka
Head - Finance & Accounts

Acceptance of Offer of Employment

I agree to accept employment on the above-mentioned terms and conditions. I will join the Company on or before the date of joining mentioned in the Letter of Offer. I understand fully that this is a legally binding document and Napier shall be compelled to take suitable legal action against me, if any of the above-mentioned terms and conditions are violated by me or I do not join on or before **18-Oct-2021**.

Signature:
Attili Sai Durgesh

Date:

Annexure 1

Personal and Confidential

Effective Date: 18-Oct-2021

COMPENSATION DETAILS

Name : Attili Sai Durgesh
Designation : Associate Software Engineer
Band & Sub Band : A & A1

	Pay Heads	INR per month	INR per annum
A	Basic	15000	180000
	HRA	6000	72000
	Other Allowance	4647	55764
	Total (A)	25647	307764
Flexi Benefits			
B	Fuel Allowance	0	0
	Driver's Allowance	0	0
	Telephone Allowance	1000	12000
	Sodexo Meal Pass	0	0
	LTA	0	0
	Total (B)	1000	12000
Retiral Benefits			
C	PF (Employer contribution)	1800	21600
	Gratuity (4.81% of basic)	720	8640
	Total (C)	2520	30240
Cost to Company (A+B+C)		29167	350000

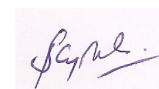
GROUP HEALTH INSURANCE SCHEME – Up to four family members (in order of: employee, spouse, dependent children) can be covered. Premium is borne by the Company.

Group Personal Accident Insurance – For employee. Premium is borne by the Company

FLEXIBLE BENEFIT ALLOWANCE Unused amount / amount for which bills are not submitted will be treated as taxable perquisite.

* Gratuity will be paid as per Gratuity Act

All the above benefits are as per Company's policies, which are subject to change from time to time.



Digitally signed by Chandra Mouli
DN: cn=Chandra Mouli, o=Napier
Healthcare Solutions (India) Pvt. Ltd,
ou=Hyderabad,
email=mouli@napierhealthcare.com, c=IN
Date: 2021.10.08 19:34:53 +05'30'