



PRIVATE AND CONFIDENTIAL

May 22, 2021
SUNITHA NEELAPU

Appointment Letter with Terms and Conditions

Dear **SUNITHA**,

This has reference to your application and subsequent discussions you had with us, M/s. Sutherland Healthcare Solutions Private Limited, we are pleased to offer you the position of **Associate-Trans Processing, L1**, in the Company on the following terms and conditions:

1. Date of Commencement

Your date of commencement of employment in our Company shall be the date of your joining the duties and you have to report for joining the Company not later than May 24, 2021 or else this offer stands automatically cancelled.

2. Location / Transferability

Your services are presently placed at our Hyderabad Office and you will be reporting to Venkatesh Sharma Sharma Akkipedi and your services may be transferred to any other department, subsidiary, associate company or joint venture at any other location on these same terms & conditions and subject to our business requirements.

You may be required to report to any other Officer of the Company depending on the nature of assignment / task given to you.

As the Company or such one of its subsidiaries or associated companies is involved in a regional business and may have interests and business dealings overseas, in the performance of your duties of employment with the Company or such one of its subsidiaries or associated companies, you shall be required from time to time to travel and render your services throughout the world at any given time by the Company.

3. Remuneration/Salary

Your emoluments by way of Annual Cost to the Company is Rs.224,300.00–pa, (Two Lakhs Twenty Four Thousand Three Hundred Only) the details of which are given in the annexure of the appointment letter. You will be entitled to other benefits including medical and hospitalization, in accordance with the policy of the Company in force from time to time.

4. Introductory and Training Period

You will be on introduction and training for a period of Six months from your date of joining the Company. On satisfactory completion of this period, your services shall be deemed to be confirmed. In case your performance during the introductory or training period is found to be unsatisfactory, the introductory or training period may be extended to any further period at the discretion of the company or your services may be terminated without any notice. Such termination is deemed to be because of you not confirming to the prescribed standards as recommended to be achieved by you.

5. Background Checks / Disclosure of Information

The Company may, at any time, (or as part of the joining formalities) conduct reference / background checks (including but not limited to the previous employers, education qualifications etc). In the event the

statements / particulars furnished by you at the time of joining is found to be false or misleading or any information was suppressed, or if the Company, during the course of the check receives any adverse report against you that may be detrimental to the interests of the Company, then, the Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein. The Company retains all its rights to initiate action against you before appropriate forums of law and as they deem fit for criminal breach of trust.

In the event there are any pending / closed legal cases against you in your professional capacity in the courts of law, you shall disclose the same to the undersigned immediately.

6. Services

You will be responsible to discharge all the services as were assigned to you from time to time and you have to and are expected to discharge duties in a diligent, trustworthy, businesslike and efficient manner. You will abide by the rules and regulations those that are applicable from time to time by the Company. If required, the Company will provide required training to you in updating your relevant knowledge for discharge of your duties efficiently & effectively, which will be as per the needs of business of the Company from time to time. You will be required to sign a service agreement with the Company, should the Company send you for any training, deputation or any other assignment, either in India or abroad and you shall be strictly be bound by the terms and conditions of any such agreement that you may sign.

7. Annual Review

However, at the discretion of the Company, your services and total compensation may be reviewed by the Company from time to time or annually as per the policy of the Company subject to your effective and satisfactory performance of service. In the event your performance is not up to the mark or falls short of the minimum standards set by the Company, then, the Company shall have the right to terminate you as per Clause 16 of this offer letter.

8. Expenses

The Company will reimburse authorized reasonable expenses you incur on Company business during the course of employment. Claims for expenses will be subject to the Company's Policy from time to time and approval from the concerned Authority in writing. The claim should be accompanied by reasonable proof of the expenditure. No employee is entitled to authorize his or her own expenses and all claims shall be truthful and backed by evidence. The employee is liable for disciplinary action in case claims are made without evidence.

9. Personal Information

The personal information you provide to the Company in connection with your recruitment and subsequent employment will be used for the purpose of administering your employment with the Company and the Company's human resources generally. The Company may give out some of this information to other parties authorized by law to receive it. You have the right to access and correct personal data the Company has which relates to you. Any request for personal data access and/or correction should be addressed to the Human Resources Department. You shall keep the company informed of any change in your present or permanent address.

10. Hours of Work

Your working days and shift timings will be indicated to you as per current operations of the Company. This would be equivalent to 5 working days per week. However, it will be necessary to work any time, including in shifts, at the sole discretion of the management, and if it so requires on all the days including Saturdays, Sundays and Holidays.

11. Leave

All Employees are entitled to 21 days of Annual leave in a year. Leaves will be credited on a pro-rata basis

from the date of your joining. Granting of leave is discretion of the Company and taking leave is not a matter of right for the employee.

If you are absent from duty for 3 or more consecutive working days without any prior intimation to your immediate Supervisor / Reporting Authority, it will be considered as an act of indiscipline and will be dealt as per the disciplinary policy. This would also attract Loss of Pay.

You are required to follow the Company Leave Rules effective from time to time, which will be communicated to you.

12. Intellectual Property

You acknowledge that all materials you create in the course of your employment (regardless of the form they take) will belong to the Company so that the Company is considered their author or producer. If, for any reason, you are considered the author or producer of these materials, you shall hereby assign to the Company all right/s, title/s and interest/s you may have in them.

Without prejudice to this provision, you confirm that you have declared to the Company all of your business interests existing at the date on which your employment commences, whether or not they are similar to or in conflict with the business of the Group Companies (including the Company). If these interests change during the term of your employment, you will promptly notify the Company.

13. Confidentiality

You agree that the terms and conditions applying to your employment are strictly confidential. Any disclosure of these terms and conditions to third parties (including other employees of the Company or any other entity within the Sutherland Group companies) constitutes a breach of your employment.

You also acknowledge that the information you acquire about the Company and any of the Group Companies in the course of your employment by the Company is highly confidential. You agree during the term of your employment hereunder and thereafter not to use such information for any purpose other than for the sole benefit of the Group Companies (including the Company) and you agree not to disclose any such information to any third party without the prior consent of the Company.

The terms and conditions of this letter along with the remuneration shall be kept confidential and shall not be disclosed to any person including your colleague employees.

Further, you are required to sign an agreement with the Company on "Confidential Information and Intellectual Property Rights".

The terms of this clause shall survive the terms of this agreement for a further period of 3 years after the termination of this agreement and the employee shall be bound by the terms of this clause during the 3 years after termination of this agreement

14. Security

You agree that you will (i) adhere to security practices as per the security policy of the organization applying to your employment; (ii) avoid usage of Mobile phones with camera in the office premises; (iii) refrain from carrying any Media / storage devices like Floppies / CD's / USB Drive inside the premises.

You are authorized to use email Id provided to you by the organization only for internal communication and /or for communication with clients and / or customers we are dealing with on regular basis.

You recognize and agree that you have no expectation of privacy with respect to Company's telecommunications, networking or information processing systems (including, without limitation, stored

computer files, email messages and voice messages) and that your activity and any files or messages on or using any of those systems may be monitored at any time by the Company without any notice to you. You also agree that such measures are fair and reasonable and are not infringement of your privacy but implementation of the policy of the company including the security policy,

Any disclosure of information to third parties except on a "need to know" basis (including other employees of the Company or any other entity within the Sutherland Group companies) constitutes a breach of your employment and the Company shall take any appropriate action as it deems fit.

15. Notice of Termination

The employee shall not terminate this agreement during the minimum service period. In case the employee requires his resignation to be accepted, he shall comply with the payment of damages as per terms of Clause 5.

However it is only after the completion of the minimum service period by the employee, that he would be eligible to **Sixty60 days** notice of termination.

The Company can however during the minimum service period of any employee, terminate his services by **giving Sixty (60) days notice** or salary and in lieu thereof.

However, in the event of you committing any criminal offense or indulging in activities which amount to moral turpitude or acting against the interest of the Company, you shall be liable to be dismissed forthright after getting an opportunity of being heard, without any further notice. Further, the Company may terminate this contract, without prior notice or payment in lieu of notice for serious misconduct in accordance with relevant laws or any material breach of this contract including, in particular, any breach of paragraph 14, 15 and 20 of this contract. Upon termination of your employment for any reason, the Company will be entitled to deduct any amounts you owe to the Company or any of the Group Companies from amounts owed to you.

In the event of termination of employment due to death or disability, then, the Employee or his legal heirs (upon death) shall be entitled to receive all the sums due in accordance with the Company's payroll policies. For the purposes of this Section, Disability shall mean, the failure of the Employee to render for two (2) consecutive calendar months, or for shorter periods aggregating to ninety (90) or more business days in any twelve (12) month period, the services contemplated by this Agreement which a physician selected by the Company or its insurers (and reasonably acceptable to the Employee or the Employee's legal representative) determines in a written report to the Company that such physician has reasonably determined that such failure is due to mental or physical illness or injury.

No salary, bonus or incentives shall be payable after the effective date of termination.

Notwithstanding anything mentioned herein above, if you reach the age of retirement before completion of the notice period, the notice period shall automatically get reduced so that your last working day coincides with your retirement day.

Upon termination of this contract for whatever reason, you shall return all the Company and client information and data (including copies thereof) in your possession and also hand over all the official assets and property in your custody.

16. Engagement in other Business or dual employment

You acknowledge that the Company wishes you to devote your whole time and attention to the service of the Company during the term of your employment with it.

For this reason, during the term of your employment, you must not (without the Company's prior written consent) directly or indirectly own, manage, control, participate in, consult with, render services to or engage in the business of any other business entity or other organization (whether as an employee, officer, director, agent, partner, consultant or otherwise).

You may, however, without the Company's prior written capacity, make and manage personal business investments of your choice (provided you are not owning more than 5% of the outstanding stock of corporation of any class which is publicly traded, so long as the Employee has no active participation in the business of such corporation), or teach at educational institutions and deliver lectures, or serve in any capacity with any civic, educational or charitable organization, or any government entity or trade association provided such activities and service do not interfere or conflict with the performance of your duties to the Company under this Agreement.

17. Non-competition

You acknowledge that during the course of your employment with the Company, you will become familiar with the Company's trade secrets and with other confidential information concerning the Company and its associates and related Companies and that your services will be of a special, unique and extraordinary value to the Company. You agree that during the Term hereof and for 2 years thereafter, you shall not directly or indirectly own, manage, control, participate in, consult with, render services for, or engage in any business competing with the businesses of the Company or its associates or related Companies. For the purpose of this Agreement, the "businesses of the Company" shall mean Hospital Technologies (including HIS), Medical Business Process Outsourcing, Healthcare CRM, Telemedicine, Disease Management or any other business, which the Company operates now or will operate in the future.

18. Non-Solicitation

You shall not, within 2 years after the date of termination of your employment with the Company, recruit, solicit, entice, assist or engage in any activity whatsoever that would result in any person then or thereafter employed by the Company or appointed as a representative of the Company, to join you in providing services to or be employed by any business activity in which you shall be involved.

19. Standard of business conduct

This offer letter incorporates the Company's Employment Guidelines and the Standards of Business Conduct of Sutherland Healthcare Solutions Private Limited, and the same may be amended from time to time by the Company with prior written intimation. By signing this offer letter, you agree that, you will regularly visit the intranet of the Company and apprise yourself of the existing policies and procedures.

20. Service Agreement

On your joining the services of the Company, if the nature of your services so require, you will have to execute a Service Agreement with the Company and a copy of the same is enclosed herewith for your immediate reference. Both the terms and conditions in this appointment letter and any such service agreement that may be signed by you shall be read together.

21. Precedence

In the event of any inconsistency between this offer letter and service Agreement or the Employment Guidelines or the Standards of Business Conduct, as the case may be, the terms and conditions of the service Agreement shall prevail. In the event of any inconsistency between the Employment Guidelines and the Standards of Business Conduct, the Standards of Business Conduct shall prevail.

22. Age of Superannuation

In the normal course of employment you will be superannuated /retired from the services of the Company on attaining the age of 60 years. The proof of age shall be the one recorded in the school leaving certificate

or birth certificate, as submitted and noted in the Company's records.

23. Jurisdiction

Any dispute arising under this agreement or any dispute regarding the interpretation of this agreement and the terms construed and agreed to between the parties herein shall be subject to the Jurisdiction of the Courts in Hyderabad.

24. Miscellaneous

Any claim against the Company shall be brought within six (6) months of your date of relieving from the Company.

You shall not pledge / use the Company's name for personal purposes unless otherwise authorized by the Company.

The Company shall not be responsible and liable for any actions committed or executed by you in your personal capacity within or outside the office during the course of your employment with the Company. All liabilities arising out of such actions shall be your sole responsibility.

You shall not give or receive any gift /cash equivalent of the same unless otherwise authorized by the Company.

This offer letter constitutes the written terms and conditions governing your employment with the Company.

Please bring the documents as mentioned in Annexure B on the date of joining.

We wish you the best of luck and invite you to our exciting team of employees in the Organization. In the event you have any clarifications, please feel free to contact us at or 040-66022302.

Sincerely,

For Sutherland

A handwritten signature in blue ink, appearing to read 'Thendral Rajendran', with a stylized flourish at the end.

Thendral Rajendran
Associate Vice President - Talent Acquisition

Acknowledgement:

By signing below, I confirm that I have read and completely understand the terms and conditions of this agreement.

I hereby agree to and accept this offer of employment.

Sutherland Healthcare Solutions Private Ltd.
Annexure

Detail of Monthly and Annual Cost to the Company

Name of the Employee: SUNITHA NEELAPU

Date of Joining: May 24, 2021

Designation: Associate–Trans Processing

Level: 1

Department: Healthfirst Management Services– LLC

Location: Hyderabad

Components	Amount Per annum	Amount Per month
CTC	224,300.00	18,692.00
Basic Salary	55,300.00	4,608.00
House Rent Allowance	27,650.00	2,304.00
Bonus	26,323.00	2,194.00
Medical Reimbursement	15,000.00	1,250.00
Special Allowance	33,726.00	2,811.00
Skill Based Pay	0.00	0.00
Gross Salary	157,999.00	13,167.00
Performance Incentive	48,000.00	4,000.00
Employer's Contribution to PF	15,642.00	1,304.00
Gratuity	2,659.00	222.00
ESI (Employee)	0	0
Total Net Take Home (PA)	141,172.00	11,764.00
Total Net Take Home (PA)+ PI	189,172.00	15,764.00

Performance Incentive (Tenured)	Performance Incentive (PI) will be based on you achieving the parameters defined by your program. Your PI will be paid 60 days from the completion of performance period. If your joining date is between 2nd ~15th of the month, PI payout will be calculated on a prorata basis i.e., from DOJ till end of the month. For joiners on or after the 16th of the month, they will be eligible for Performance incentive from subsequent month onwards.
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Insurance	
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	<p>Sum insured under Accident Insurance is Rs.500,000/-,</p> <p>Medicclaim is Rs.200,000.00/-(Self+ Spouse + 2 Dependent Children)</p> <p>Group term Life Insurance coverage of – Rs. 500,000.00.</p>
Gratuity	Gratuity amount shall accrue annually, and the eligibility will be only on completion of 5 years of continues service with Sutherland and payable at the time of Final Settlement of Accounts.
ESI	If your ESI wage (Gross Bonus) is less than or equal to 21000/ per month, an amount equivalent to 0.75% of your gross salary will be deducted towards ESI every month For details you may contact your Program HR Executive

Offer electronically accepted by: SUNITHA NEELAPU

Offer electronically accepted on: May 22, 2021, 10:50 AM GMT+05:30

Signed Offer Letter