

01-Sep-2023

To,

Eshu Chauhan,

Subject: Offer cum Appointment Letter (the "Appointment Letter")

Dear Ms. Eshu Chauhan,

We are pleased to offer you the position of **Data Coordinator**. It is in our opinion that your abilities and experience will be the perfect fit for our company. Your date of joining and commencement of employment is 01-Sep-2023 and your place of work will be Home-based. In this role, you will be required to take full ownership over the study lifecycle and support the project team with site oversight activities. You may be assigned additional responsibilities based on organisational requirements.

Your compensation is indicated in the Compensation & Benefits worksheet attached as Annexure B. This appointment is subject to the Terms and Conditions of Employment and the Employee Confidentiality, Invention & Non-Solicitation Agreement, attached as Annexure A and C respectively.

Please confirm your acceptance of enclosed Terms and Conditions of Employment and the Employee Confidentiality, Invention & Non-Solicitation Agreement, by countersigning a copy of this letter below.

On behalf of the Company, I wish you every success in your position and trust that our relationship will be long and mutually rewarding.

Yours sincerely,

Neeta Raghuwanshi

Neeta Raghuwanshi
Director – Human Resources

Ishu Chauhan

Annexure A - Terms and Conditions of Employment
Annexure B - Compensation & Benefits
Annexure C - Employee Confidentiality, Invention & Non-Solicitation Agreement
Annexure D – List of essential documents

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Annexure A
TERMS AND CONDITIONS OF EMPLOYMENT

1. DATE OF APPOINTMENT

- I. Your appointment is effective from the date of joining as mentioned in your Offer-cum Appointment Letter.
- II. This appointment is conditional and subject to satisfactory and positive clearance of specific background check on you. You agree that the Company reserves the right to withdraw the appointment letter or terminate your employment as the case may be, without further notice and any liability, if such clear and positive background check is not obtained. The results, if negative shall be conveyed to you. However, the decision of the Company in regards to background check shall be final and binding on you.

2. TERMS AND SCOPE OF EMPLOYMENT

- I. You will be employed in the position as mentioned in your Offer-cum Appointment Letter.
- II. As discussed, and agreed with you, the detailed description of your job and the nature of your duties will be given to you on the date your employment commences. You acknowledge and agree that your job description and the nature of your duties may be changed by the Company in its absolute discretion based on the Company's need, which you agree to accept.
- III. You shall be a home-based employee whereby your regular work location is not a RYT office and your specified working hours will be rendered from your home from a location within the boundaries of India. The company reserves the right to roll back / cancel the home-based work agreement at any given point of time for reasons specific to its nature of business.
- IV. While you are in the employment of the Company, you would be governed by the Employee Confidentiality, Invention & Non-Solicitation Agreement, which is annexed as Annexure B.
- V. You will retire from the Company at the age of 60 years. For determination of age, the details in the documents furnished by you and verified by the Company at the time of joining, will be deemed to be final and binding.

3. DUTIES & RESPONSIBILITIES

You agree that, during your employment with the Company you must:

- I. perform to the best of your abilities and knowledge the duties assigned to you by the Company from time to time, whether during or outside business hours and at such places as the Company requires;
- II. serve the Company faithfully and diligently to the best of your ability;
- III. use all reasonable efforts to promote the interests of the Company;
- IV. act in the Company's best interests;
- V. comply with all lawful directions of the Company from time to time;
- VI. effectively carry out all duties and responsibilities assigned to you by your manager and others authorized by the Company to assign such duties and responsibilities.
- VII. comply with all laws applicable to your position and the duties assigned to you;

(During the course of your employment with the Company, you are required to devote your full time and attention during working hours to the performance of your duties. You must not, at any time during your employment (either during working hours or outside), except with the Company's prior written approval, undertake any work, or be in any way concerned or be interested in any business or activity which may, in the


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Company's opinion, adversely affect the proper performance of your duties, the Company's business or its reputation.


You confirm that you are not currently subject to a non-compete, confidentiality or any other employment agreement that would interfere with your ability to work for the Company in the position offered. You agree that this position is full-time employment and that you will not provide services for remuneration other than to the Company without the prior written consent of the Company or be interested in any outside activity which could cause an actual or potential conflict of interest with the Company. All conflicts or potential conflicts of interest must immediately be disclosed by you to your manager and/ or Human Resources team. It is a condition of your employment that you disclose any such conflicts before you join the Company and that you disclose any others that arise during your employment.

4. COMPENSATION & BENEFITS

- I. Your current total compensation per annum (CTC) is attached hereto and incorporated herein as Annexure B, which will be payable in accordance with applicable laws, rules and regulation and net of statutory deductions.
- II. Benefits as applicable are subject to modification, suspension, substitution or discontinuation at the Company's sole discretion.
- III. **Statutory Benefits**
You will be eligible to Provident Fund benefits as per applicable statutory laws and Company policy. You will also be eligible to Gratuity benefit as per applicable statutory laws and the Company's policy.
- IV. **Discretionary Benefits**
The Company may, at its discretion, from time to time provide you with other benefits. The Company may cease providing these benefits or change the basis on which it provides them at its discretion, and you do not have an entitlement to continue to receive these benefits or to receive any other payment or benefit in lieu.
- V. Should you be opting for a flexible work arrangement, the necessary provisions will be extended to you in line with the policy. Please refer to the employee handbook for additional information.
- VI. Unless you are advised in writing that a benefit or item of compensation is part of your CTC, it will be a discretionary benefit to which this clause applies.
- VII. **Discretionary Bonus**
You will be entitled to participate in the Company's discretionary bonus plan as applicable to your position from time to time. The payment and amount of any bonus is subject to the rules of the bonus plan at the time. Notwithstanding the above, the Company may rescind, change or replace the terms of the bonus plan at its sole discretion.

5. LEAVE, NATIONAL & PUBLIC HOLIDAYS

- I. You will be entitled to leaves in accordance with the Company's Leave Policy in place from time to time, subject to applicable law.
- II. You are entitled to public holidays in accordance with the local laws of the state as per the location of working mentioned in the Appointment letter.
- III. Please refer to the employee handbook for detailed provisions of Company Leave Policy.
- IV. Upon termination of your employment for any reason whatsoever, any outstanding accrued vacation shall be paid to you as per the policies of the company and applicable law.


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6. HOURS OF WORK

You will be required to observe the working hours as prescribed by the Company from time to time. You acknowledge and confirm that due to business exigencies you may be required from time to time to work in excess of the normal business Hours or outside normal working days as necessary to perform your duties and responsibilities.

7. COMPANY POLICIES


- I. It is an express condition of your employment that you agree to uphold RYT Lifesciences commitment to ethical business practices as detailed in RYT Lifesciences's Code of Conduct and any associated documentation as amended over time. You will be covered by the RYT Lifesciences Code of Conduct, a copy of which is available on RYT Lifesciences's website and is subject to change from time to time. You are expected to read the RYT Lifesciences Code of Conduct carefully and refer to the same at all times. By signing this letter you accept, understand and agree that you will complete such other process as determined by the Company, constituting your personal commitment to comply with the RYT Lifesciences code of Conduct and other associated policies.
- II. You will be required to apply and maintain the highest standard of personal conduct and integrity and comply with RYT Lifesciences's Code of Conduct, the terms of this letter and/or any other Company policies and procedures. Any violation of the same can result in disciplinary action being taken against you, which may result in termination of your employment with or without notice or compensation.

8. CONFIDENTIAL INFORMATION

- I. You acknowledge that during your employment you will have access to confidential and proprietary information regarding the intellectual property, customers, suppliers, agents and employees which is confidential or is commercially sensitive to the business of the Company and/or the RYT Lifesciences Group, and therefore you will be required to sign the Employee Confidentiality, Invention & Non-Solicitation Agreement, attached to the Appointment Letter as Annexure C.
- II. **Non-Compete:** As you will have access to confidential and proprietary information regarding the customers and business of the Company and/or the RYT Lifesciences Group, you agree that you will not be concerned, either directly or indirectly in any business lines/divisions outside of the Company or the RYT Lifesciences Group during your employment which compete with or are likely to compete with the Company or the relevant business lines/divisions of the Company or a RYT Lifesciences Group Company.
- III. The covenants in sub-clauses 8(b) above are for the benefit of the Company itself and for each RYT Lifesciences Group Company. In the event of any breach of these covenants the Company and/or RYT Lifesciences Group Company reserves the right to seek specific performance of these covenants including (without limitation) damages and/or injunctive relief.
- IV. You acknowledge and agree that the provisions of this clause are reasonable in their application to you and necessary but no more than sufficient to protect the interests of the Company and/or the RYT Lifesciences Group Company.

9. DATA PROTECTION

- I. The Company processes personal data relating to its employees for a range of legitimate human resources, business, administrative and safety/security purposes.
- II. You agree that the Company may disclose your name, contact details, gender and such other information as is necessary to facilitate your enrolment in, and continuing membership of, any plan provided by or on behalf of the Company (including any pension plan). By signing these Terms and


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Conditions of Employment as part of your appointment you are also consenting to the processing of all such 'non sensitive data' and this will be deemed to continue whilst you remain a member of the plan(s). From time to time, you may also be asked to provide 'sensitive data' such as medical details and the like but you will be asked to specifically consent to the processing of such sensitive data at the time it is provided.

- III. The Company reserves the right to monitor the use of its resources, including use of email, the internet, the Company's intranet, your PC/laptop, telephone and/or any mobile phone issued to you.
- IV. In accordance with the requirements of ICH GCP E6 (R2) sections 2.8 and 5.0.4, you provide irrevocable consent to the company to provide training records, transcripts, dates of certification, completion scores, lists of outstanding trainings and any other information related to training and training records in response to any internal or external party's reasonable request for such information in connection with a study, audit related to studies or other inquiry to which the company deems it must respond.

10. COMPANY PROPERTY

On retirement, resignation and/or on termination of your employment (either immediately upon request or before the last day of employment at the latest, whichever is earlier) you are required to return to the Company all Company property including any Company car, Company credit card, mobile phone, tablet (if applicable), your security pass and/or keys, computer, laptop plus hard and software (including discs), data in any form and all documents in whatever form (including notes and minutes of meetings), customer lists, diaries, address books, computer printouts, plans, projections, publicity material, brochures, price lists together with all copies (irrespective of by whom and in what circumstances such copies were made) which were in your possession or under your control.

11. DEDUCTIONS

- I. You agree that the Company may deduct from your compensation (including leave encashment, pay in lieu of notice etc.) any amounts, which are owed by you to the Company or any amounts in respect of damage to Company property caused by you or to replace Company property that you fail to return to the Company or which are required under any other Company policy, guideline or procedure or under the terms of this letter.
- II. You agree to inform the Company as soon as reasonably possible in the event of any overpayment of compensation or expenses and refund the same to the Company.

12. NOTICE & TERMINATION

- I. During the Probation Period, your employment may be terminated at any time:
 - a. by you giving to the Company 1 month written notice; or
 - b. by the Company giving you 1 month' written notice or by paying you an amount equal to 1-month Gross Salary, less any applicable or required tax or other deduction.
- II. After the successful completion of the Probationary Period, your employment may be terminated at any time:
 - a. by you giving to the Company 3 months' written notice; or
 - b. by the Company giving you 3 months' written notice or by paying you an amount equal to 3 months' Gross Salary, less any applicable or required tax or other deduction.
- III. You acknowledge and agree that the period of notice stated in clause 12(b) (or payment in lieu thereof) is reasonable notice of termination and no other notice requirements express or implied shall apply.




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Jagatpur, Ahmedabad-380059, Gujarat, India



- IV. Notwithstanding anything herein contained, your employment may be terminated immediately by the Company at any time without notice or payment in lieu thereof or any compensation whatsoever, if, among other things:
- false information is provided by you and the same is identified during reference and background verification checks;
 - you disobey a lawful direction of the Company;
 - you are guilty of any other serious misconduct and/or violation of the RYT Lifesciences Code of Conduct or other RYT Lifesciences's internal policies;
 - you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this agreement, or are guilty of any negligence or misconduct in connection with or affecting the business or affairs of the Company;
 - you breach your obligations under clauses 3(a) and 3(b)
 - you commit an act or acts in breach of the "Confidentiality, invention and non-solicitation Agreement" that you are required to sign in connection with your employment with the Company or the RYT Lifesciences policies and procedures as they may exist from time to time;
 - you engage in conduct that could bring you or the Company into disrepute; or
 - your valid visa or immigration permission is revoked, cancelled or otherwise withdrawn or any renewal is refused, for any reason whatsoever, by the relevant Indian government authorities.
- V. Subject to applicable law, the Company may suspend you with pay while investigating any matter which the Company believes could lead to the Company exercising its rights or taking any other disciplinary action.
- VI. Upon the termination of your employment for any reason by either party, or upon the effective service of notice of termination of your employment by either party, the Company shall have the right to relieve you from the performance of any and all duties of the position upon the continued payment of your Gross Salary and compensation, as then in effect, for the duration of the notice period. During such notice period, you may be required to not attend for work, at the Company's absolute discretion. However, you must not take up any alternate employment until the expiration of such notice period.
- VII. The termination of your employment howsoever arising shall not affect such of the terms hereof as are expressed to operate or have effect thereafter and shall be without prejudice to any right of action already accrued to the Company in respect of any breach or default by you.
- VIII. If your employment is terminated for any reason:
- you must return all the Company's property as outlined in clause 9.
 - the Company may, to the maximum extent permissible under law, set-off amounts you owe the Company against any amounts the Company owes you at the date of termination.
 - your obligations contained within the "Confidentiality, Invention and Non-Solicitation Agreement" that you are required to sign in connection with your employment, continue after the termination of your employment; and
 - you must not record or retain any confidential information of the Company, which is marked as such or which by its nature is deemed as confidential whether so informed by the Company at the time you are provided with the information, in any form after termination. Upon request of the Company and any member of the RYT Lifesciences you must return or destroy or have destroyed all memoranda, notes, reports, and other works based on or derived from the proprietary information of the Company or any member of the RYT Lifesciences. You must provide a certificate to the Company confirming that such materials have been returned or destroyed.
 - If you hold any directorships or other offices in the Company or in any RYT Lifesciences Group Company you agree all such offices shall cease on account of the cessation of your employment


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with the Company for any reason (including but not limited to resignation, termination, retirement or otherwise), and without prejudice to the above, you agree to take all necessary steps and sign all such documents as may be necessary (including resignation letters from such offices) to give effect to this intent immediately on such cessation of employment without any compensation.

13. VARIATIONS OF TERMS AND CONDITIONS

The Company reserves the right to make reasonable changes to any of the terms and conditions of your employment. You will be given appropriate written notice of any such changes, which may be given by way of individual notice or a general notice to all employees. Where from time to time the Company changes or introduces policies and procedures in relation to its employees, these will be deemed to apply to this employment.

14. APPLICABLE LAW AND DISPUTE RESOLUTION

- I. These Terms and Conditions of your Employment shall be governed by and construed in accordance with the laws of India.
- II. The employee and the Company (individually the "Party" and collectively the "Parties") agree that they shall in good faith work towards the implementation of these Terms and Conditions of Employment. Any dispute or difference arising at any time between the Parties hereto as to the construction, meaning or effect of these Terms and Conditions of Employment or any clause or provision contained herein or the respective rights, duties, liabilities or obligations of either Party hereunder or in the event of any breach or threatened breach of the provisions contained herein, the Parties shall first attempt to resolve the dispute through mediation.
- III. If the dispute is not settled by mediation within thirty (30) days of the appointment of the mediation, or such further period as the Parties shall agree in writing, then the same shall be subject to the exclusive jurisdiction of the Courts of Hyderabad.
- IV. Notwithstanding anything to the contrary contained in these Terms and Conditions of Employment that form a part of your appointment, you agree that any breach or threatened breach of the terms of these Terms and Conditions of Employment or any agreement or policy referred in these Terms and Conditions of Employment and/or the Appointment Letter is likely to cause the Company substantial and irrevocable damage that is difficult to measure and may not be remedied solely by money damages. Therefore, in the event of any such breach or threatened breach, you agree that the
- V. Company, in addition to such other remedies which may be available, shall have the right to obtain an injunction from a court of competent jurisdiction restraining such a breach or threatened breach and the right to specific performance, and you hereby waive the adequacy of a remedy at law as a defense to such relief.

15. ENTIRE AGREEMENT

The Compensation and Benefits set out in Annexure A, these Terms and Conditions of Employment (including the Confidentiality, invention and non-solicitation Agreement set out in Annexure C) all form a part of the Appointment Letter.

16. GENERAL

- I. By signing the Appointment Letter and these Terms and Conditions of Employment that form a part of the Appointment Letter you confirm that there is no contractual or other reason why you should not be recruited by the Company to fulfill this position or perform this function.


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- II. For the purposes of this Agreement "RYT Lifesciences Group" and "RYT Lifesciences Group Company" means any firm, company, business entity or other organization:
- a. which is directly controlled by the Company; or
 - b. which directly or indirectly controls the Company; or
 - c. which is directly or indirectly controlled by a third party who also directly or indirectly controls the Company;
 - d. of which the Company or any RYT Lifesciences Group Company referred to above owns or has a beneficial interest (whether directly or indirectly) in 20% or more of the issued share capital or 20% or more of the capital assets. "Control" has the meaning set out under applicable Income Tax laws.
- III. Please confirm your acceptance of these Terms and Conditions of Employment as part of your appointment by signing in duplicate, retaining one original for yourself and returning the other original to your HR manager at the time of your joining. On behalf of the Company, I wish you every success in your position and trust that our relationship will be long and mutually rewarding.

Your sincerely,

Neeta Raghuwanshi

Neeta Raghuwanshi
Director – Human Resources

I acknowledge receipt of this appointment letter and agree to the terms and conditions of employment set out above.

Ishu Chauhan

*The contents of this letter are company confidential and privileged. The contents of this letter cannot be shared with any individual or companies without the written consent of the Company.


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