(Private & Confidential)

LETTER OF EMPLOYMENT

Date: 14/09/2024

To,

Mr. Sanjay Kumar Sharma
174/48
NRI Circle, Pratap Nagar
Jaipur - 302033

Dear Sanjay Kumar Sharma

Congratulations!!!!

With reference to your application for employment and subsequent you had interview with us, we are pleased to appoint you as **Associate Manager-Purchase** on the following terms and conditions, recorded below for your consideration and acceptance. Your date of joining has been recorded as **09/09/2024**.

1. The Position and the Duties:

1.1. Position
The Employee is being employed as **Associate Manager-Purchase**
1.2. Duties as set out in the job description which may be modified from time to time by the Employer.
1.3. The Employee shall perform the duties set out in the Job Description attached to this agreement. These duties may be modified and updated by the Employer from time-to-time following agreement with the Employee. The Employee also agrees to perform all other reasonable duties and comply with reasonable instructions issued by the Employer.

2. Reporting

The Employee shall report functionally to **Chief Operating Officer** at our **HCG Cancer Centre, Jaipur** (A Unit of **HealthCare Global Enterprises Limited**) or, to any other representative of the Employer designated from time to time by the Employer.

3. Remuneration:

Cost to the Company (CTC)

3.1 You will be paid monthly fixed CTC of Rs. **50,000**/- (**Fifty Thousand only**) and Rs. /- **(only)**Per annum towards Performance Based Variable Pay (PBVP). The PBVP will be paid after completion of each financial year based on employee & organizational performance, subject to deduction of taxes and other withholdings, as required by law or the policies of the Company. If the employee leaves the company before the disbursal of the PBVP payout then the employee will not have entitlement to the prorated PBVP.

3.2 You will be entitled to the benefits of Provident Funds scheme, Payment of Gratuity as per statutory rules in force from time to time.

3.3 Your compensation is purely a confidential matter between yourself and the Company and has been arrived at on the basis of your specific background, work experience and professional merit. You shall maintain this information and any future changes in it strictly personal and confidential failing which you shall be liable for disciplinary actions.

3.4 With the exception of the obligation without tax at source, the Company assumes no responsibility for your personal tax affairs. It shall be your responsibility to pay the taxes and file returns with the appropriate authority.

4 Probation Period:

4.1 You will be on probation for a period of **Six months** from the date of your appointment which if deemed necessary may be extended. During the period of probation, either side will be entitled to terminate the employment relationship without assigning any reason, by giving **Two months'** notice in writing or by payment of **Two months'** salary in lieu of such notice to other side. However, HCG at its sole discretion, shall be entitled to insist/require the employee to serve the full notice period instead of payment of **Two months'** salary in lieu of such notice.

4.2 On successful completion of your probation period, you shall be eligible for confirmation in the service of the company and the same shall be communicated in writing to you. In case you do not receive this written communication, your status shall remain that of a probationer. Post Confirmation, either side will be able to terminate the employment by giving **Three months'** notice in writing or by payment of **Three months' salary** in lieu of such notice to each other. However, HCG at its sole discretion, shall be entitled to insist/require the employee to serve the full notice period instead of payment of **Three months'** salary in lieu of such notice.
4.3 HCG at its sole discretion, shall decide whether to buy notice period or not of employee.

5. Review:

Your performance will be reviewed annually in the month April each year. The review is in accordance with company Performance Management System & guidelines. Any decision on compensation review shall depend on your performance and is discretionary and reserved with the management of the company.

6. Holidays and Leave Entitlements:

The employee shall be entitled to leave & holidays as per the leave policies of the company applicable from time to time. The leave policies will be available with the HRD.

7. Employees Service Rules:

You shall abide and be bound by the employees' service rules as these service rules shall form part of this contract of employment. You will also carry out and abide by any instruction, house rules and office orders issued by the management from time to time. Your appointment and continuation in service is subject to satisfactory verification of your credentials, testimonials etc and not having concealed any material information from us or having given false information in your application.

8. Other work:

During your tenure you shall devote yourself exclusively to the business of the company. You will not take up any other work for remuneration (Part time or otherwise) or work in advisory capacity or be interested directly or indirectly in any other trade or

business, during this period, without written permission from the Director of the Company.

9. Transfer:

The company may transfer the employee for work from one place of duty or section/ department/ division to other place of duty or section/ department/ division in the establishment.

The employee will also liable to be transferred to our other establishment, associated companies, affiliates subsidiaries or sister companies or branch offices, head offices in India or abroad which may be acquired in future at the sole discretion of the management with or without any changes to the terms and conditions of employment and you shall comply with all directions and instructions in that regards.

10. Change of Residential Address:

You will keep the management informed of any change in your residential address. In case of your inability to do so, any communication sent at the address available with the management will be deemed to have been served on you.

11. Location & Travel:

The place of your employment shall be **HCG Cancer Centre, Jaipur** and the normal office timing or such other time as the Company may form the time to time specify keeping in view the nature of your job. However, depending on the time constraint within which the Company may have to provide services to its clients, the Employee undertakes to make himself / herself available in respect of the business of the Company during such times. The Employee further undertakes to make himself / herself available for traveling to places outside base location to any such other locations as may be decided by the Company.

Your travel entitlements will be governed by the polices of the company.

12. Reimbursement of Travel and Accommodation Expenses:

The Employee may be required to travel from time to time as part of their duties. The Employer shall reimburse the Employee for their reasonable work-related travel and accommodation costs upon production of appropriate receipts as per the Company's policies.

13. Financial Commitments:

13.1 No authority is vested upon the employee both to make any financial commitment and enter into agreements/contracts/understandings of any nature with any second party and third party without seeking the prior permission/approval of the management. Any violation to exceed the employee's specified authority as mentioned will be seriously viewed and disciplinary/appropriate legal action will be taken.

13.2 If you or your dependent family members currently and during the tenure of employment have a financial /gainful interest in any business with HCG group of companies, then it would be obligatory on your part to make a written declaration to this effect to the management. In future, if you or your dependent family members enter into any such business, the same may be informed immediately to the company.

14. Medical examination:

This appointment is subject to your being found medically fit by our medical consultant in the Company's medical examination. You can also be subjected to the company's medical examination by our medical consultant from time to time during the course of your employment and the continuance of your appointment shall be subject to your being medically fit.

15. Age Proof:

The date of birth as mentioned in your Aadhar Card/School leaving certificate/or issued by the competent authority and entered by you in the service records of the company at the commencement of your employment will be binding and conclusive and you will not be entitled to raise any dispute later the date of birth so recorded so as to seek continuation in service or for other monetary benefits.

16. Retirement:

It is a condition of your employment with the company that you will retire from the services of the company on attaining the age of 60 years, without notices whatsoever from the company in this regard.

17. Responsibilities & Duties of the Employee:

17.1 Your job functions and responsibilities shall, from time to time, be as broadly described in the Job Description.

17.2 You will always be committed to the responsibilities and duties attached to your position and conduct yourself accordingly. You will perform your duties with diligence and devotion and will work in accordance with company rules and regulations.
17.3 You will abide by the norms and regulations laid down by the organization in matters of conduct and discipline.
17.4 Your role and responsibility may vary from time to time depending on the need of the Company.
17.5 You must effectively perform to ensure the desired result. In view of your office, you may be expected to work extra hours to achieve this whenever the job so requires.
17.6 Any stay by the Employee in workplace beyond the working hours without direction of the company shall require prior written approval of the person authorized by the Company for this purpose.

18. Nature and Term of the Employment:

18.1 Individual Employment of Ongoing and Indefinite Duration:
The employment shall commence on the day of your joining and shall continue until either party terminates the employment in accordance with the terms of this employment.

19. Obligations of the Relationship:

19.1 Obligations of the Employer:
The Employer shall:
(i) Act as a good Employer in all dealings with the Employee
(ii) Deal with the Employee and any representative of the Employee in good faith in all aspects of the employment relationship, and
(iii) Take all practicable steps to provide the Employee with a safe and healthy work environment.
19.2 Obligations of the Employee:
The Employee shall:
(i) Comply with all reasonable and lawful instructions provided to them by the Employer
(ii) Perform his/her duties with all reasonable skill and diligence
(iii) Conduct his/her duties in the best interests of the Employer and the employment relationship
(iv) Deal with the Employer in good faith in all aspects of the employment relationship

(v) Comply with all policies and procedures (including any Codes of Conduct) implemented by the Employer from time to time, and
(vi) Take all practicable steps to perform the job in a way that is safe and healthy for themselves and their fellow employees
(vii) Be in the exclusive employment of this company and will not engage himself/herself either alone or in company, in any work, profession or employment either honorary or otherwise during the period of employment with the company.

20. Non-Assignment by Employee:

The Employee must personally perform the duties and responsibilities under this agreement and no subcontracting or assignment by the Employee is permissible.

21. Employee Acknowledgment:

The Employee acknowledges that:
(i) they have been advised of their right to take independent advice on the terms of this employment
(ii) that they have been provided with a reasonable opportunity to take that advice
(iii) that they have read these terms of employment and understand these terms and their implications, and
(iv) that they agree to be bound by these terms of employment and the Employer's policies and procedures as implemented by the Employer from time to time.

22. Other Employment Obligations:

22.1 CONFIDENTIALITY:
22.1.1The Employee acknowledges that during the continuation of the Appointment Letter Employee will receive and have access to Confidential Information. For the purpose of this Appointment Letter, “Confidential Information ” includes information confidential to the Company and its group company including but not limited to Intellectual Property, technical know-hour, customer information (including names, addresses, contact name and addresses telephone numbers and e-mail addresses) business plans, trade secrets, product specifications, market research, financial data and forecast, capital strategy and capital raising activities (proposed and ongoing), business method, marketing strategies, tenders and price sensitive information, fees, commission structure, feasibility figures and plans relating to contracts (actual and

proposed), details of actual and proposed contracts, requirements of customers of prospective customers, information in respect of which the company or its group company is bound by an obligation of confidence to any third party.

22.1.2 All rights, title, and interest in and to the Confidential Information shall remain the exclusive property of the Company or, where appropriate, any group company and the Employee shall not during the continuance of this Appointment Letter (otherwise than in the proper performance of his duties) or at any time after the termination date, directly or indirectly use, divulge, export or communicate to any person, firm company or other organization.

22.1.3 Any Confidential Information for any purpose whatsoever and shall be use his best endeavors to prevent its unauthorized publication, use or disclosure including in his resume / curriculum vitae or likewise while applying for the job with any person other than the Company, social medial, professional websites, etc. This obligation shall be in addition to and not in substitution for any express or implied duty of confidentiality owed by the Employee to the Company or its group Company.

22.1.4 After the termination date, the restrictions at Clause 22.1.2 shall not apply in respect of any Confidential Information that:

a) Is in the public domain, otherwise than as a result or any unauthorized act or omission on the part of the Employee or for the reason attributable to the Employee including conspiracy or connivance that happened with knowledge of the Employee or

b) The Employee is required by law to disclose, provided that the Employee first notifies the Company in writing that he is required to disclose such confidential Information.

22.1.5 The Employee acknowledge and confirm that that the violation/breach of this Confidential Information may cause monetary and other losses to the Company for which the Company shall be entitled to recover from the Employee, and the Employee shai1 be liable to pay to the Company, the loses on fully indemnified basis.

23. Copyright and other Intellectual Property:

23.1 If the Employee discovers or participates in the making or discovery of Property in the course of his employment under this Appointment Letter (irrespective of whether he was carrying out his normal duties or others specifically assigned to him) then all such Intellectual Property shall belong to the Company absolutely. For the purpose of this Appointment Letter. " Intellectual Property" includes letters patent, trademark s, service marks, copyrights, design rights, applications for registration of any of the foregoing and

the right to apply for them in any part of the world, creations, arrangements, devices, inventions or improvements upon or additions to an invention, moral rights, confidential information, know-how and rights of a similar nature arising or subsisting anywhere in the world in relation to all of the foregoing whether registered or unregistered.

23.2 The Employee will forthwith notify to the Company full details of all Intellectual Property which he may make discover or participate in the making or discovery of whether or not in the course of his employment under this Appointment Letter, and will keep the Company appraised at all times of the stage that has been reached in relation to any improvement or creation of such Intellectual Property. If the Company requests (and at Company's expense) the Employee shall give and supply all such information, data, drawings and assistance as may be required to enable the Company to exploit the Intellectual Property to the best advantage.

23.3 The Employee shall, at the Company's expense but without payment to the Employee, take all steps and carry out all acts that may be necessary to ensure that title to the Intellectual Property is lawfully vested in the Company, including signing all applications and executing any other documents that may be necessary and will carry out such acts and steps with expedition on the instructions of the Company, in particular where the filing of any claim to such Intellectual Property right may give the Company priority.

23.4 The Employee hereby irrevocably appoints the Company as his lawful attorney in his name and on his behalf to execute any documents and generally to act and to use his name for the purpose of giving the full benefit of this clause to the Company (or its nominee) . A certificate in writing signed by a director or the secretary of the Company that an instrument or act falls within the authority confirmed by this clause shall be conclusive evidence in favor of a third party that it is the case.

23.5 The provisions of this Clause 23 shall remain in force with regard to any Intellectual Property made or discovered during the continuation of this Appointment Letter and shall be binding upon his representatives notwithstanding the termination of this Appointment Letter.

24. Data Protection:

24.1 The Employee shall at all times during the employment act in accordance with the law relating to data protection applicable to the Company including pursuant to any

client contract and shall also comply with any policy introduced by the Company from time to time to comply with the data protection.

24.2 The Employee hereby consents to the Company holding and processing both electronically and manually the personal data it collects which relates to the Employee which is necessary or reasonably required for the proper performance of this Appointment Letter, for management, administrative and other employment related purposes (both during and after the employment) or for the conduct of the group's business or to comply with client's requirement, applicable laws, rules and regulations and the Employee agrees to provide the Company's group with all personal data relating to him which is necessary or reasonably required for the aforesaid purposes.

25. Use of Internet and Email:

The Employee will have access to email and the Internet in the course of his/her employment. As per the policy, The Employee shall ensure that at all times their use of the email and Internet facilities at work meets the ethical and social standards of the workplace. Whilst a reasonable level of personal use is acceptable to the Employer, this must not interfere with the Employee's employment duties or obligations and must not be illegal or contrary to the interests of the Employer. The Employee shall also comply with all email and Internet policies issued by the Employer from time to time.

26. Information:

In case any information furnished by you in your application regarding your experience, qualification etc is found to be inadequate or not true, you will be liable for termination or such other action as the Management deems fit. The employee will not (except in the normal course of the Company's business) publish any article or statement, deliver any lecture or broadcast or make any communication to the press (including magazine, publication) relating to the Company's service or to any matter with which the Company may be concerned, unless he/she has previously applied to and obtained the written permission from the company. Any technical or other important information which might come into the employee's possession during the continuance of his/her appointment with the company shall not be disclosed, divulged, or made public by him/her while he/she is with us or even thereafter.

27. No Gifts:

Employees shall never accept any free favors, concessions, loans, gifts or any payments of any kind towards entertainment, goods or services - from any person or business enterprise that: -

a) Competes with the Company; or

b) Purchases or sells, or seeks to purchase or sell, goods or services to, or from, the Company

28. Non-Solicitation of Employees:

You shall not any time during the term of your employment with the Company or thereafter, under any circumstances, directly or indirectly solicit the Company's and/or any of its subsidiaries and/or affiliates employees, personnel or its consultants to leave the employment of the Company and/or any of its subsidiaries and/or affiliates or apply for employment or consultancy with any third party or encourage such employee, personnel or consultants of the Company to take any action or inaction that may adversely impact the performance by the Company of its obligations under this letter and/or any other contract adversely impact the ability of the Company to carry out its normal business activities. You further agree that you shall not engage in soliciting business or allied business that is in any way similar, identical or competitive with the business, activities, services of the Company, or with those customers of the company with whom you had any contact, during your employment with the company and for a period of one year after you employment ceases with the company

29. Past Record:

If any declaration given or information furnished to the company proves to be false or if you are found to have willfully suppressed any material information, in such case, you are liable to be terminated from the services of the company without any notice.

30. Abandonment of Employment:

In the event the Employee has been absent from work for eight consecutive working days without any notification to the Employer, and the Employer has made reasonable efforts to contact the Employee, this agreement shall automatically terminate on the expiry of the eighth day without the need for notice of termination of employment. The employee's name will be struck off from the muster rolls of the company.

31. Assign ability:

The rights and obligations under this Appointment Letter will inure to the benefit of and be binding upon the Company and its successors and assigns so long as any assignee, successor or transferee of the Company has provided an express written and unconditional assumption of the Company's obligations under this Appointments letter. This Appointment Letter will not be assignable by the Employee.

32. Termination of Employment:

32.1 General Termination:

The Employer may terminate these terms of employment for cause, by providing **Two months'** notice in writing to the Employee in case of probation. Likewise, all confirmed Employee is required to give **Three months** of resignation. However, it is the company's prerogative to accept the resignation and relieve the employee on any given time during the notice period. The employee is not entitled to receive any payment for the remaining part of notice period.

32.2 Termination for Serious Misconduct:

Notwithstanding any other provision in this agreement, the Employer may terminate these terms of employment summarily and without notice for serious misconduct on the part of the Employee. Serious misconduct includes, but is not limited to:

(a) If the employee fails, refuses or neglects to carry out and perform the duties assigned to the employee by the company.

(b) For loss of confidence in the employee by the company for any of the act committed by the employee.

(c) If the employee is found to be guilty of fraud, insubordination or misconduct whether in course of performance of duties entrusted to the employee or otherwise.

(d) If the employee is found unfit for being entrusted with the responsible work commensurate with the employee's position in consequences of any misconduct or moral turpitude.

(e) If the employee commits any act prejudicial to the continuing good relationship between the employee and the company.

(f) If the employee becomes physically and or mentally incapacitated for the performance of his/her duties.

(g) If the employee commits breach of any of the terms of this letter of appointment.

32.3 Suspension:
a) In the event the Employer wishes to investigate any alleged misconduct, it may, after discussing the proposal of suspension with the Employee, and considering the Employee's views, suspend the Employee whilst the investigation is carried out. During the Suspension period due to any reason or as per the decision of the Disciplinary action committee, the employee is supposed to come daily & punch in & punch out on regular basis irrespective of the work assigned. Failing this the employee will be marked absent and clause no. 30 of the appointment letter will be applicable for absenteeism. In case the employee resigns, whether to ask the employee to complete the notice period or to relieve him/her immediately, will be solely the prerogative of the management of HealthCare Global Enterprises Limited in Case
b) The employee is relieved immediately or any time during the notice period, no salary will be paid for the remaining part of the notice period for which he/she has not provided services to the hospital.
32.4 Obligations of Employee on Termination:
Upon the termination of this agreement for whatever reason, or at any other time if so requested by the Employer, the Employee shall immediately return to the Employer all information, material or property (including but not limited to computer disks, formulas, books, documents, market data, printouts, manuals, reports, letters, memos, plans, diagrams, security cards, keys, and laptop computers) either belonging to or the responsibility of the Employer and all copies of that material, which are in the Employee's possession or under their control.

33. Grievance and Disciplinary Procedures:

33.1 The Company shall comply with the statutory procedures in force from time to time in relation to any grievance or disciplinary matters involving the Employee.
33.2 If the Employee has and grievance relating to the employment, he / she should raise it in writing with the person designated by the Company for this purpose. If she / he dissatisfied with that person's decision he should refer the matter in writing to the HR-head whose decision shall be final.
33.3 Any disciplinary matters relating to the Employee shall be dealt with by the person appointed by the Company for this purpose from time to time in accordance with me applicable laws.

34. Jurisdiction:

34.1. The Appointment laid under this appointment letter will be subject to **Ahmedabad, Jaipur** jurisdiction and competent courts in Ahmedabad, Jaipur will have exclusive jurisdiction for Gujarat & Rajasthan Units.

34.2. The Appointment laid under this appointment letter will be subject to **Bangalore** jurisdiction and competent courts in Bangalore will have exclusive jurisdictions for all other HCG Units.

35. Remedies for Breach:

35.1 The Employee agrees that upon a breach of this Appointment Letter by the Employee and failure by Employee to rectify such breach within the cure period of seven (7) days, only if such breach in capable of such cure or rectification, the Company shall have the right to recover all the losses and damages suffered by it and the Employee shall be liable to pay to the Company all remuneration received from the Company in addition to the compensation for the losses suffered by the Company.

35.2 The Employee agrees that any negative covenants, obligations and / or undertakings given to the Company shall be specifically enforceable by injunction and any damages claimed in addition thereto shall not constitute a defense to any claim of injunction nor prevent the grant of specific relief to the Company. The Employee expressly waives the defense that damages are sufficient alternate relief to an injunction and the Employee confirms, assures and represents that each and all the negative covenants and obligations and undertakings referred to herein or separately executed in favor of the Company shall be enforceable by one or more mandatory injunctions prohibiting the breach of any covenant or compelling specific performance of any obligation or the observance of any covenant on the part of the Employee as contracted herein (Whether by way to ad interim or interim relief, or otherwise by way of permanent injunction and damages)

35.3 No remedy conferred by any of the provisions of this Appointment Letter is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of

such Appointment Letter will result in irreparable and continuing harm to the Company will be entitled to injunctive relief for a breach of this Appointment Letter by the Employee.

36. Company's Right to Injunctive Relief:

The Employee acknowledge that a breach of this Appointment Letter will result in irreparable and continuing harm to the Company and that therefore, in addition to any other remedy which the Company may have at law or in equity, the Company will be entitled to injunctive relief for a breach of this Appointment Letter by the Employee.

37. Conflicts of Interest:

37.1 Healthcare Global Enterprises Limited ("Company") has adopted a conflict-of-interest policy in respect of its employees. This is intended to avoid conflict between the personal interest of any consultant/employees and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seek to do the business with the company.

37.2 All persons employed by the Company owe a duty of fidelity to the Company. Employees must never place themselves in a position where their self-interest may conflict with their duty.

37.3 Any employee who breaches this policy is subject to disciplinary action, up to and including discharge.

37.4 Policy (Conflict Of Interest):

All employees of the Company are expected to comply with this policy amongst others:

37.5 Duty of Fidelity:

Employees owe a duty of loyalty and fidelity to the Company. Consultant/employees are expected to perform their duties on behalf of the Company faithfully, diligently and to the best of their abilities.

37.6 Conflict of Interest:

a) Consultant/employees must never allow themselves to be placed in a position where their personal interests are in conflict (or could be in conflict) with the interests or business of the Company.

b) Consultant/employees must avoid any situation or activity that compromises, or may

compromise, their judgment or ability to act in the best interest of the Company.

37.7 Disclosure of Potential Conflicts:

Consultant/employees must promptly disclose to the Company material information regarding any relationship, ownership or business interest (other than non-controlling investments in publicly traded corporations), whether direct or indirect, that the employee or a member of his/her immediate family has with any person, or in any business or enterprise, that:

a) Competes with the Company; or

b) Purchases or sells, or seeks to purchase or sell, goods or services to or from the Company.

37.8 Protective Steps:

Upon disclosure of the information described above, the Company will take appropriate steps to protect against any actual or potential conflict of interest. Such steps may include:

a) Requiring the employee to refrain from being involved in any decisions made by the Company regarding its dealings with such person, business or enterprise; or

b) Requiring the employee to refrain from being involved in any dealings on behalf of the Company with such person, business or enterprise; or

c) Requiring the employee to dispose of his/her interest in such business or enterprise if he/she wishes to remain in the Company's rolls or employment.

37.9 Harm to Business or Reputation:

Consultant/employees must refrain from engaging in conduct that could adversely affect the Company's business or reputation. Such conduct includes, but is not limited to:

a) Publicly criticizing the Company, its management, or its employees; or

b) Engaging in criminal conduct or other behavior that could harm the Company's business or reputation.

37.10. Company Funds and Property:

a) Consultant/employees must be conscientious and scrupulous in their handling of funds and property belonging to the Company and must always avoid any form of financial impropriety.

b) Employees must not use, or permit the use of, Company property or resources for anything other than approved Company business or activities. Examples of unauthorized use would include using Company computers or photocopiers for personal purposes.

37.11. Confidential Information:

a) You will not at any time, without the consent of Chief Executive Officer disclose or divulge or make public except on legal obligation any information regarding the Company's affairs or administration or research carried out whether the same may be confided to you or become known to you in course of your service or otherwise.

b) Confidential information (printed, electronic or otherwise) relating to the Company's past, present, future and contemplated assets, operations, products or services, industrial designs, inventions, production methods, marketing strategies and objectives, personnel, facilities, equipment, finances, pricing, interest rates, sales, customers, routines, policies, and business procedures must never be disclosed to anyone outside the Company's organization, without the Company's express written authorization.

37.12. Outside Employment or Business Activity:

a) During working hours, consultant/employees are expected to devote their full time and attention to the business and the affairs of the Company.

b) If a consultant/employee wishes to engage in employment or business activity outside his/her employment with the Company, the employee must first disclose to the Company the nature and extent of the proposed employment or business activity and obtain the Company's written approval. Approval will only be withheld if the Company reasonably determines that the employee's proposed outside employment or business activity could conflict or compete with the interests of the Company or could negatively affect the employee's job performance or attendance.

37.13. Noted below are a few examples of 'conflict of interest':

a) For a consultant or employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company, where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises or securities in widely held corporations which are quoted and sold on open market, or the interest is not material.

a) For a consultant or employee or any dependent member of his family to buy, sell or lease any kind of property, facilities, or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and the written consent of the Company.

b) For a consultant or employee to serve as an officer, director or in any other management capacity or a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and written consent of the Company.
c) For a consultant or employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
d) For a consultant or employee any dependent member of his family to accept commission, a share in profits other payments, loans, other than with established banking or financial institutions, services, excessive entertainment and travel or gift of more than nominal value from any individual or organizations doing or seeking to do business with the company.

38. Failure to comply:

a) Failure to comply with this policy will result in disciplinary action, up to and including the termination of employment.
b) In the interest of avoiding real and potential conflict of interest situations, the Company requires full disclosure of information. Failure to provide adequate information when requested to do so may result in disciplinary action, up to and including termination.
c) Civil action may be taken against an individual, outside entity or organization where failure to comply with the provisions of this policy results in loss or damage to the Company.

39. Conflict of Interest Certificate of Compliance:

Once you have read Company's policy titled "Conflict of Interest" please note that this acknowledgment and the contents noted in my offer letter makes any previous signed acknowledgment null and void.
a) I understand that this acknowledgment includes an obligation to declare any interest which may have been subject to prior approval by the Company.
b) I acknowledge that I have read and that I understand the Conflict-of-Interest Policy of the Company. I undertake to comply with the provisions of this Policy and to confirm, upon request, compliance thereto or to any new version thereof.

c) I also acknowledge that I have received the form relating to the Declaration of Conflicts of Interest and certify that I have no conflicts of interest other than those which have been specifically disclosed to the Company.
d) I also acknowledge that if, at any time after signing this document, I become involved in a situation that is possibly, or actually, in conflict of interest with the Company, I will immediately inform the Company of the situation. It is my responsibility to contact the Company, in writing, to notify the Company of this new possible or actual conflict of interest. I recognize that the failure to disclose this new conflict of interest may jeopardize my employment with the Company.

Date: _____ Signature: _____

Name of Employee: Mr. Sanjay Kumar Sharma

Designation: Associate Manager-Purchase

We welcome you as member of our organization and look forward for a long-term association.

With Best Wishes,

For HCG Cancer Centre, Jaipur (A Unit of HealthCare Global Enterprises Limited)



Vice President – Human Resources

I Sanjay Kumar Sharma declare that I have read and understood the conditions of employment detailed above and accept them fully. I have been advised of the right to seek independent advice in relation to this agreement and have been allowed reasonable time to do so.

Signed by: _____ Date: .....

Prepared by: _____

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