



RXLOGIX CORPORATION INDIA PRIVATE LIMITED

Date: 19th January 2023

Mr. Vishal Prajapati
247, Badounikhurd, Datia,
Madhya Pradesh - 475686

Subject: **Offer Letter and Employment Agreement**

Dear Vishal,

We are pleased to confirm our offer to employ you as **Associate Software Engineer** effective from **6th February 2023** for RxLogix Corporation India Pvt Ltd (“we,” “us,” or the “Company”). Your duties in this capacity will relate to development & delivery of life sciences solutions (the “Solutions”). You will be working with us as our full-time Employee and your specific projects and objectives will be specified in instructions provided to you by management of the Company from time to time. You will be based at RxLogix office in **Noida, India**.

As discussed, and finalized, we offer you to pay a consolidated payment of **INR 5,50,000 (Five Lac and Fifty Thousand)** per annum. In addition, you shall also be eligible for a one-time retention bonus of **₹ 1,00,000 (One Lacs)**. Your employment does not entitle you to any equity in the Company or to otherwise participate in the profits or losses of the Company. Details and stipulations relating to the compensation structure and bonus pay-out are provided in **Exhibit A**.

Apart from the above, if the Company requests you to travel on its behalf, outside the reporting office, the Company will reimburse you for your reasonable travel expenses, as approved by us in advance. Air travel is reimbursed at economy rates. The Company will also reimburse you for customary business expenses incurred at our request and that comply with our expense reimbursement policy as in effect from time to time.

By accepting this engagement, you will provide the services to all the projects on which you have been asked by the Company and all the work will be performed and carried out in the Company’s name (i.e., not in your own name or in the name of any other company). The services and deliverables which are achieved and produced by you during the period of your employment under this agreement shall be property of the Company. Accordingly, you agree with the Intellectual Property Terms set forth in **Exhibit B** hereto, as well as the confidentiality provisions of **Exhibit C** hereto, which are incorporated herein. In addition, you agree that your employment by the Company is on a full-time basis, and that you will not perform services for any other company so long as the Company employs you. According to Company policy, the first 6 Months of employment is considered a probationary period, during which time the Company will evaluate your performance and fit with the Company. The Company is an “at-will” employer, and your employment will be at will. That means that both you and the Company have the right to terminate employment at any time, with **1 (One) Month** advance notice during probation and with **2 (Two) months** advance notice after Confirmation, and with or without cause. You also may be demoted or disciplined, and the terms of your employment may be altered at any time,



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with or without cause, at the discretion of the Company. No one other than the CEO/Director of the Company has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy, and any such agreement must be in writing and must be signed by the CEO/Director of the Company and by you. You agree to not leave the Company in the middle of a project. In the event of termination of employment, you agree that you will not damage the company laptop and not delete any data and drive on it.

This offer expires on **24th January 2023** and is contingent upon verification of the information on your application, and upon your ability to provide proof of eligibility to work in the company.

Your employment is conditional on satisfactory reference checks, that would take place within one month of your joining. In case the company gets any negative feedback about you or it is found that you have furnished any incorrect information, your employment agreement shall become voidable, at the option of the Company.

This letter agreement, including its exhibits, sets forth our entire agreement and understanding regarding the terms of your employment with the Company, and supersedes any prior representations or agreements, whether written or oral. If any provision of this Agreement, including any of the exhibits, shall be held by a court of competent jurisdiction to be unenforceable, such provision shall be enforced to the greatest extent permitted by law, and the remainder of this Agreement and its exhibits shall remain in full force and effect.

We look forward to working with you at RxLogix Corporation India Pvt Ltd. If you accept the terms of this letter agreement, please so signify by signing below and returning a fully executed copy to us.

Sincerely,

FOR RXLOGIX CORPORATION INDIA PVT LTD

(Ramesh Chandra More)

• **Director**

Acceptance: I agree to the terms and conditions set forth in this Letter Agreement.

(Vishal Prajapati)

Dated: 24/01/23



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EXHIBIT A

Salary Break-up

CTC Break-up	Amount (Rs.)
Basic Salary	2,70,000
HRA	1,35,000
Special Allowance	1,23,400
Total Gross Salary	5,28,400
PF (Employer Share of Contribution) #	21,600
Total CTC	5,50,000

An Equivalent amount shall be deducted and paid to PF, as Employee's Share of PF. Further, Professional tax, if applicable, shall also be deducted and paid to the Government.

A. Other Benefits not included in the CTC:

Following additional benefits, which are not included in the CTC, shall also be available to you by virtue of your employment with the Company –

- Gratuity: You shall be eligible to Gratuity benefit as per the provisions of Law.
- Group Medical Insurance: Group Medical Insurance of Rs. 5 lakh which covers self, spouse and up to four children shall be provided.
- Accidental insurance: This policy will provide coverage of 5 lakhs against any accidental injury.
- Lunch Facility: Lunch facility at office shall be provided as per the prevailing policy of the company.
- Earned Leave: You shall also be eligible for Earned Leave as per the rules in this regard in the Company. Leaves, Holiday and working hours as applicable to your location of Posting.

B. One-time retention bonus



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Following additional conditions shall be applicable in relation to one-time retention bonus –

- You shall become eligible to receive one-time retention bonus, only after the completion of 24 months of employment with the company. In case you leaves the company, for any reasons whatsoever (whether on account of voluntary resignation or otherwise) within a period of 24 months of joining, you shall not be eligible to any amount of one-time retention bonus.
- Payment of the one-time retention bonus shall be made in the second payroll cycle, post completion of the aforementioned 24 months of employment.

EXHIBIT B

INTELLECTUAL PROPERTY TERMS

In consideration of the agreements of RxLogix Corporation India Pvt. Ltd. (“Company”) in the letter agreement (“Agreement”) to which these Intellectual Property Terms relates, and for other good and valuable consideration, you agree as follows:

A. Assignment of Inventions. You agree to assign to the Company, without further consideration, your entire right, title, and interest (throughout India, and United States including all foreign countries), free and clear of all liens and encumbrances, in and to all Inventions. The Inventions shall be the sole property of the Company, whether or not copyrightable or patentable. In addition, you agree to maintain adequate and current written records on the development of all Inventions, which shall also remain the sole property of the Company. You understand that “Inventions” means all ideas, processes, inventions, technology, designs, formulas, discoveries, patents, copyrights, and trademarks, and all improvements, rights, and claims related to the foregoing, that are conceived, developed, or reduced to practice by you alone or with others in the Company.

B. License for Other Inventions. If, in the course of your employment with the Company, you incorporate into Company property an invention owned by you or in which you have an interest, then the Company is granted a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, modify, use and sell your invention as part of and in connection with the Company property.

C. Assist With Registration. In the event any Invention shall be deemed by the Company to be copyrightable or patentable or otherwise registrable, you will assist the Company (at its expense) in obtaining and maintaining letters patent or other applicable registrations and in vesting the Company with full title. Should the Company be unable to secure your signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Invention, due to your incapacity or any other cause, you



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hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorney-in-fact to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protection with the same force and effect as if executed and delivered by you.

D. Disclosure. You agree to disclose promptly to the Company all Inventions and relevant records. You further agree to promptly disclose to the Company any idea that you do not believe to be an Invention, but is conceived, developed, or reduced to practice by you (alone or with others) while you are employed by the Company or during the one-year period following termination of your employment. You will disclose the idea, along with all information and records pertaining to the idea and the Company will examine the disclosure in confidence to determine if in fact it is an Invention subject to this Agreement.

E. Post-Termination Period. You agree that any idea, invention, writing, discovery, patent, copyright, or trademark or similar item, or improvement shall be presumed to be an Invention if it is conceived, developed, used, sold, exploited, or reduced to practice by you or with your aid within one (1) year after your termination of employment with the Company. You can rebut the above presumption if you prove that the idea, invention, writing, discovery, patent, copyright, or trademark or similar item, or improvement is not an Invention covered by this Agreement.

F. Ownership of Other Work Product. You agree that all work you perform in connection with your employment with the Company, whether in the form of programming, analysis, testing, review, the provision of customer feedback, the coordinating of reviews, or otherwise, belongs entirely to the Company.



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EXHIBIT C

In consideration of the agreements of RxLogix Corporation India Pvt. Ltd. (“Company”) in the letter agreement (“Agreement”) to which these Intellectual Property Terms relates, and for other good and valuable consideration, you agree as follows:

Confidentiality. You acknowledge that in the performance of your duties for the Company, you may be exposed to and have an opportunity to learn about Company’s product designs, codes, operations, methods of doing business, business strategies and plans, research and development, know how, customers and customer information, suppliers and supplier information, trade secrets, manufacturing methods, computer programs, algorithms, finances and other confidential and proprietary information belonging to Company, including the information, designs and works of you hereunder. All information learned by or provided to you of the type described in the preceding sentence is collectively referred to herein as the “Confidential Information.” You agree: (a) that you will not, without written authorization from Company, acquire, disclose to anyone else or copy, in whole or in part, the Confidential Information; (b) that all Confidential Information shall be held by you in the strictest confidence; and (c) that you will not either directly or indirectly use, except in the performance of the obligations under this Agreement, any such Confidential Information. The foregoing obligations of confidentiality and nonuse shall survive the termination of this Agreement, but shall not apply to that information that is or hereafter becomes part of the public domain through no fault of the parties.

You agree to maintain at your work station and/or any other place under your control only such Confidential Information as you have a current “need to know.” You promise to return to the appropriate person or location or otherwise properly dispose of Confidential Information once that need to know no longer exists. You also promise not to reproduce the Confidential Information or otherwise make it available to anyone unless there is a legitimate and genuine business need for reproduction.

Ownership of Property. All files, records, data, programs, algorithms, designs, documents, drawings, specifications, other written materials, equipment, devices, source codes, design documentation and all other items relating to the business of the Company or its clients, or which otherwise contain or relate to Confidential Information, whether prepared by or with the assistance of you or otherwise coming into your possession, custody, control, or knowledge, are and shall remain the exclusive property of the Company and shall not be removed from the premises of the Company under any circumstances except in furtherance of the business of the Company. If your employment with the Company ends for any reason, you promise to promptly return to the Company all Confidential Information and all personal property furnished to or prepared by you in connection with your employment. Following your termination, you will not retain any written, electronic or other tangible material containing any Confidential Information.



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You promise that after the termination of your employment with the Company, you will not enter into any agreement that conflicts with your obligations under this Agreement, and you will inform any subsequent employers of your obligations under this Agreement.

Confidential Information of Third Parties. You agree to preserve as confidential the confidential information of any third party to which you may have access and shall not disclose such information to the Company or any of its agents or employees, unless expressly permitted to do so by the owner thereof. In addition, you agree not to use such confidential information in any improper or illegal manner in the course of your work for the Company.

Non-Solicitation. You agree that, during the term of your employment with the Company and for a period of twenty-four (24) consecutive months thereafter, you will not solicit or otherwise induce any employee or consultant of the Company to terminate his or her relationship with the Company.

Limited Non-Acceptance of Employment with Clients. You agree that, during the term of your employment with the Company and for a period of twenty-four (24) consecutive months thereafter, you will not accept an engagement, either as an employee, independent consultant, agent, officer, director, partner or in any other capacity, from any entity which is a customer of the Company and with which you worked at any time during the term of your employment with the Company.

Unfair Competition. You promise that during your employment with the Company, you will devote yourself to the lawful business of the Company, and you will not directly or indirectly engage in any activity or business that competes with the Company's business or that creates a conflict of interest.

Non-Acceptance of Employment with Competitors. You agree that, during the term of your employment with the Company and for a period of twenty-four (24) consecutive months thereafter, you will not accept an engagement, either as an employee, independent consultant, agent, officer, director, partner or in any other capacity, from any entity which is a competitor of the Company.