

DOJ- 01/02/2023



from the promoters of  **Mankind**

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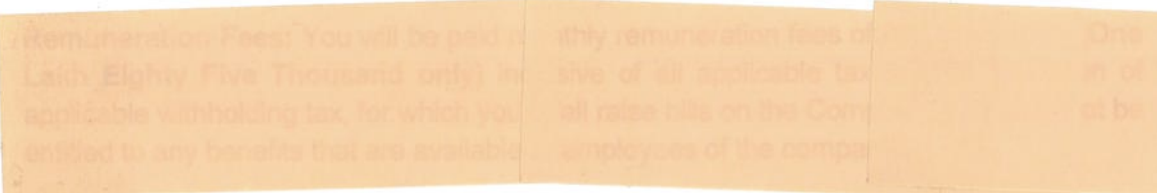
January 30, 2023

Dr. Jayati
New Delhi

Letter of Engagement as Consultant- Lab Operations (Histopathology)

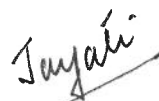
Dear Dr. Jayati,

This is with reference to our recent discussions regarding your engagement with **PathKind Diagnostics Private Limited** (hereinafter referred to as the Company) as a Consultant. We are pleased to engage you as a "**Consultant – Lab Operations (Histopathology)**" on retainership basis on the following terms and conditions:

1. **Period of Engagement** : **01.02.2023 to 31.03.2024**
2. Your work location will be at **National Reference Lab, Gurgaon**. You may be required to work at any other location on a 7 days' prior notice whether of this Company or any of its associate, sister or subsidiary concern, at any place in India or abroad, whether existing today or which may come up in future. Following the notice, if you do not report at the new location, by the stipulated date, your engagement will be terminated without any notice. You may also be deputed to work for any associate company, sister company, subsidiary or other company/concern/organization/firm with whom the Company may make such arrangement or agreement.
3. **Reporting:** You will report to any person the Company may designate from time to time.
4. **Medical:** You may be required to undergo medical examination by a Company appointed medical practitioner as and when directed by the Company and to comply with rules and instructions in the matter. This Letter of Engagement may be terminated without notice if the Company considers you unsuitable for retention on medical grounds.
5. 
6. **Working Hours Leaves & Holidays:** The above-mentioned remuneration would be for 8.5 working hours a day, six days in a week. You shall entitled 12 leave in a calendar year.
7. **Confidentiality:** You shall not during the course of your contract of engagement with the Company or any time thereafter, use or disclose to any other Company, firm or person, any of the business or affairs of the Company, nor shall you without the consent of the Company, publish any book, booklet, brochure or any other publication, whether for remuneration or otherwise, relating to the affairs of the Company or to your work in the

Company. You shall also not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, information or documents, official or otherwise relating to the Company or its subsidiaries, except with prior approval of the company.

8. **Disclosure:** You shall disclose to the Company all your business interests, whether or not they are similar to or in conflict with the business(es) or activities of the Company, and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between the Company and you.
9. **Return of Company Property:** You shall promptly upon request by the Company and in any event upon the termination of your contract of engagement deliver to the Company all monies, securities, other properties belonging to the company, all lists of clients or customers, correspondence and all other documents, papers and records in whatever form including but not limited to electronically held data containing or referring to any trade secrets or confidential information concerning the business of the Company and any Group Company which may have been prepared by you or come into your possession, custody or control in the course of your engagement including any prior engagement/employment with any Group Company. You shall not keep any copies of these items.
10. **Intellectual Property:** Subject to any relevant legislation, if at any time in the course of your engagement with the Company you make or discover or participate in the making or discovery of any letters patent, trade marks, service marks, designs, copyrights, inventions, drawings, computer programs, know-how and rights of like nature however arising and whether registered or unregistered ("intellectual property") relating to or capable of being used in the Company (and of any other relevant Group Company, affiliate and/ or business associate of the Company) you shall immediately disclose full details thereof to the Company and, at the request and expense of the Company, you shall do all things which may be necessary or desirable for obtaining appropriate forms of protection for such intellectual property in such parts of the world as may be specified by the Company and for vesting all rights in the same in the Company or its nominee.
11. All rights and obligations under this paragraph in respect of intellectual property made or discovered by you during your tenure of engagement shall continue in full force and effect after the termination/expiry of your engagement and shall be binding upon your personal representatives.
12. You shall not disclose to anyone, directly or indirectly, except when the duties may require, during or subsequent to the term of this engagement, any trade secret or confidential information regarding Company's business. Trade Secrets and Confidential information for this purpose shall include, but not limited to, product information, process information, customer lists, employee details, company policies and procedures and financial information (including results, budgets and other financial plans and systems).



13. You shall also not disclose to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, information or documents, official or otherwise relating to the Company or its subsidiaries, except with prior approval of the Company.
14. You will not, directly or indirectly carry any activity or any other action that confirms the buying or selling property of company without the permission from the Board of Directors of the company.
15. You shall not have any private or financial dealing with person or firms having business relations with the company for the purpose of earning hidden commission or emoluments, disclosing the presence of third party dealing.
16. You shall not be entitled for any kind of commission, share, or other emoluments whether in cash or kind from any transaction(s) which are finalized with the efforts of yours or are being a part of which lead to profit earning for the company.
17. You shall not involve yourself or use the source of the company or your position in the company to promote your personal or family business.
18. **Medical Fitness:** This engagement is subject to your being, and remaining, medically fit. Company may advice you to furnish a Medical fitness certificate from time to time.
19. **Notice Period:** Either party can terminate this contract of engagement by serving one months' notice in writing to the other party.
20. **Jurisdiction:** In case of any dispute that may arise between you and the company in connection with any of the matters specified in this agreement, it is specifically agreed and understood by and between the parties that the courts situated in Delhi alone will have jurisdiction to try and entertain such matters.

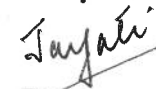
Please sign on the copy of this letter of engagement as a token of your acceptance and return the same to us for our records.

Thanking you,

Yours sincerely,
For Pathkind Diagnostics Pvt. Ltd.


(Jyoti Singh)
AGM – Human Resource

Accepted


(Dr. Jayati)