

APPOINTMENT LETTER

Date: February 24, 2022

Emp id: AMPA1720

Name: Mr. Soham Shankar Sawant

Address: Marathwadi, Tivare Ghera Prachitgad,
Ratnagiri, Maharashtra – 415610

Dear **Soham**,

Thank you for accepting our offer dated **February 21, 2022**. We are pleased to appoint you as **CAD Engineer** in **LAB** Department at AMPA Orthodontics Pvt. Ltd. at **Mumbai** Location with effect from **February 24, 2022**.

The terms of your employment with our Company shall be as follows: -

Reporting

You will report to **Mr. Deepak Khariya** or such other person as the Company may nominate from time to time, who will assign you, detailed roles, and responsibilities.

Compensation

The details of your Compensation and Benefit are as per the enclosed Annexure. Please note that any information regarding your salary is strictly confidential. You are welcome to contact the undersigned for any clarifications/ explanations. However, such information should not be discussed with any of your colleagues. Any breach of this will be construed as professional misconduct.

Probation

You will be on probation initially for a period of **6 months** and your confirmation is subject to the Company being satisfied of your performance, suitability and capability and will be communicated to you in writing. Either parties can terminate this contract of employment with **15 days' notice** or notice pay in lieu thereof, during the probation period.

Code of Conduct

As part of your employment, you will be required to adhere to the code of conduct policy of the Company. It outlines, many details that pertain to the standard of business behaviour, expected to be adhered by all employees. It is important for you to fully understand this philosophy and the policies and procedures governing it.

You will especially note the following:

You will maintain confidentiality of all company proprietary information including customer information; plans etc. unless disclosure is specifically required for statutory purposes.

You are liable to follow the mandatory rules concerning professional probity, integrity and ethics, vis-à-vis both the Company and those with whom the Company has a business relationship.

Any violation of code of conduct / acts of criminal offence and moral turpitude would invite appropriate disciplinary action.

If at any time you become insolvent, or are found guilty of dishonesty, disobedience, disorderly behaviour, negligence, indiscipline, absence from duty without permission or any other conduct considered by the Company as detrimental to its interest or violation of any one or more terms of appointment, your services may be terminated without notice.

Further, you shall be subjected to the company obtaining satisfactory responses to reference checks and background verification provided by you. You will be liable to conform to the Company's policies and procedures, rules and regulations, discipline, and general work practice which are subject to change from time to time

You shall be responsible for the safekeeping and return in good condition and order, of all the Company's property which may be in your use, custody or charge.

Confidentiality

You acknowledge that the business of the Company is a competitive business and that during the course of your employment with the Company you will have access to and have an intimate knowledge of certain confidential information belonging to the Company including but not limited to technical information, trade secrets, customer lists, supplier lists and prices, pricing schedules, methods, processes, marketing plans and other intellectual property. In view thereof, you shall be obligated to indemnify and keep indemnified the Company against any and all direct and indirect losses, claim, demand, suits, liabilities, damages, costs and expenses which may be made or brought against the Company, or which the Company may suffer or incur, as a result of or arising from any breach, or deemed breach, by you of disclosing or sharing any or all such confidential information belonging to the company or being utilized by the Company to any third party not eligible to be privy to such information or data. Further, the Company shall be entitled to specific performance, injunction and/or any other mode of equitable relief to enforce its rights hereunder. Neither this provision nor any exercise by the Company of its rights to equitable relief or specific performance herein granted shall constitute a waiver by the Company of or diminish or dilute any other rights which it may have as regards claim to damages or otherwise as a direct or indirect result of your such acts of omission or commission.

Non-Compete

By signing this offer of employment, you confirm that:

1. Notwithstanding anything contained herein, the employee confirms and agrees that he/shall be under a contractual obligation for the duration of this offer and a period of twelve months after the resignation/termination from/of his/her engagement to:
 - a. Not undertake employment or render any other services to any firm or entity which is engaged in the following business:
 - b. offering teeth alignment solutions to customers enquiring on its platform via dentists and orthodontists associated with the Company.
 - c. collaborating with other professionals and businesses engaged in similar activities.
 - d. manufacturing customized aligners for customers that directly reach out to Company wide Toothsi or for partner doctors that wish to provide teeth straightening solutions to their patients; and
 - e. providing solutions like laser hair removal, skin midfacial treatments etc. through partner therapists and dermatologists associated with the Company. not undertake employment or render any other services to any firm or entity which is engaged in the manufacture and sale of dental aligners and dental aligner services.
2. Not own, manage, control, participate in, consult with, render services for, or in any other manner engage in any business, (in each case, including on your own behalf or on behalf of another Person) which is involved in the following business:
 - a. Offering teeth alignment solutions to customers enquiring on its platform via dentists and orthodontists associated with the Company.
 - b. collaborating with other professionals and businesses engaged in similar activities.
 - c. manufacturing customized aligners for customers that directly reach out to Company wide Toothsi or for partner doctors that wish to provide teeth straightening solutions to their patients; and
 - d. providing solutions like laser hair removal, skin midfacial treatments etc. through partner therapists and dermatologists associated with the Company.
3. Employee hereby further agrees, undertakes, and covenants that they shall undertake all Services or related ancillary activities only through the Company and shall direct/ transfer all their existing patients/clients to the Company and shall Service them only through the Company.
4. Employee hereby agrees, undertakes, and covenants that the Employee shall not, till such time that this offer subsist and thereafter for a period of one year (1) from the date of resignation/ termination of his/ her engagement
 - a. canvass, solicit or endeavor to entice away from the company any client or customer(s) of the company, or any person(s) who at any time during the engagement were or are clients or customers of the company, or were in the habit of dealing with the company.
 - b. solicit, interfere with or endeavour to entice away any employee of the Company.
 - c. Counsel or otherwise assist any person to do any acts referred to in para (a) or (b) above

And failing which the Employee shall be liable to reimburse without limitation all the costs expenses and damages which the Company suffer or incur and/or be liable to suffer or incur as a direct or indirect

consequence of the Employee committing any such act for the period of 1 year from the date of the Employee resigning/exiting from his engagement/ Contract with the Company.

Employee hereby acknowledges that the restrictions on the Employee set forth in this Offer forms part of the consideration based on which the Employee Fees has been determined. Employee acknowledge the breadth of the geographic scope of this Offer, but hereby agree and acknowledge that they have received adequate and appropriate consideration for foregoing, inter-alia, any right to engage in a business engaged in manufacture and sale of dental aligners and/or dental aligner services; Employee having obtained professional advice, acknowledge and agree that the covenants contained in this Clause are no more extensive than is reasonable to protect the interests of the Company and other shareholders, to protect the Business of the Company.

Salary Revision

Salary revision happens in the month of April for the preceding Financial Year. Only employees who have joined before 30th September of the current Financial Year will be eligible for the salary revision. Any employee who joins on or after 1st October of the current Financial Year, will be eligible for a salary revision in the subsequent Financial Year. Salary revisions are discretionary and will be based on effective performance and results.

Conflict of interest

You will be in full time employment with the Company. You shall not accept any other training or employment, part time or otherwise, or engage in any commercial business or pursuit on your own account or as an agent for others.

Transfer

Your services may be transferred to any department, office or establishment of the Company or deputed to any of its affiliates, associates, subsidiaries, or group companies etc. anywhere in India or abroad at the discretion of the Company.

Notice Period

Either party is liable to terminate this agreement by giving 30 days' notice or payment in lieu thereof post probation period and 15 days' notice during the probation period.

Retirement

The normal age of superannuation is 60, subject to medical fitness.

Termination

Notwithstanding any other provision in this letter, the Company may terminate your employment Immediately upon giving you written notice to that effect if any of the following circumstances happen

- Violation of the Employee Code of Conduct Policy
- Unacceptable conduct

- Unacceptable performance
- Retrenchment
- Medically Unfit

Violation of Employee Code of Conduct Policy

An employee who breaks the disciplinary rules at work as described in the Code of Conduct Policy may be terminated with immediate effect

For such termination, the immediate superior will issue a notice.

In case the employee does not comply, or the competent authority does not find his explanation satisfactory, immediate termination of services will be resorted to by a letter issued by the competent authority.

In case the company is unable to reach the employee and inform the same, the termination will be given through a notice.

Unacceptable conduct

An employee who displays unacceptable conduct may be terminated with immediate effect.

In case the company is unable to reach the employee and inform the same, the termination will be given through a notice.

Unacceptable performance

Termination of service for reasons of performance, which is consistently 'unsatisfactory' 'average' or 'below standard' may be resorted to by the company.

The termination action can be initiated after two warnings have been issued in writing to the employee. The warnings would be issued at intervals, which may allow the employee to demonstrate an improvement in performance.

In case the company is unable to reach the employee and inform the same, the termination will be given through a notice.

Retrenchment

The Company may retrench an employee giving notice period or notice pay in lieu thereof, for reasons not relating to the employee's performance or behaviour.

This may happen in case the Company wishes to downsize or close down a line of business or an operating location for any reason, including business reasons, at its sole discretion.

Medically unfit

The company may terminate the services of an employee if found medically unfit for performing the tasks related to the offered position after giving him/her notice.

Any notice of resignation given by such employee shall not take effect unless it is accepted by the competent authority in writing.

Upon termination of your employment, you shall deliver to the Company all documents, records, papers, or any other property of the Company, which may be in your possession or under your control. Further, no copies of any documents, records or papers shall be retained by you.

Court of Jurisdiction

In case of any dispute and/or differences arising between the parties out of this appointment, the matter shall be referred to Courts of Mumbai jurisdiction.

Terms and Conditions of Employment

Your terms of employment will be governed under the service conditions, rules, regulations, directions, instructions, and decisions of the employer, as may be amended from time to time.

Validity of Appointment

This letter is valid for a period of ten (10) days from the date of this appointment letter and shall lapse automatically unless you confirm your acceptance of it by signing the duplicate in the appropriate place and returning it to the undersigned.

For AMPA ORTHODONTICS PRIVATE LIMITED

Tapasvi Naik
Authorised Signatory

Soham Shankar Sawant
Date of Acceptance

Compensation Structure

Particulars	Per Month	Per Annum
Basic	₹ 12,000	₹ 144,000
HRA	₹ 600	₹ 7,200
Special Allowance	₹ 924	₹ 11,088
Stat Bonus	₹ 1,000	₹ 12,000
Gross Salary	₹ 14,524	₹ 174,288
Employer's Contribution to PF	₹ 1,671	₹ 20,052
ESIC	₹ 472	₹ 5,664
Total Fixed Salary	₹ 16,667	₹ 200,004
Total Cost to Company		₹ 200,004

*The proposed offer is subject to taxes and statutory deductions as applicable.

*Retention Bonus of Rs 1,00,000/- will be paid after completing 12 months in the system.

For AMPA ORTHODONTICS PRIVATE LIMITED



Tapasvi Naik
Authorised Signatory

Soham Shankar Sawant
Date of Acceptance