

Date: 4th November 2022

CONTRACTUAL AGREEMENT

Dear Yogesh Pralhad Jadhao,

Congratulations! With reference to our on-going discussions, we're pleased to offer you a contract position with Eversana India Pvt. Ltd., commencing on **(10 November 2022) and ending on (10 May 2023)**. Your contractual agreement relationship is described in the paragraphs below.

- 1) You will perform the services and duties primary responsibilities and accountability for the Product Department and report to **(Harshada Bhairavkar)**, or to any other person which would be appointed by Eversana India Pvt Ltd.
- 2) You will be designated as a **(Associate Analyst)**, during the contract period.
- 3) The company will pay you **INR 25000 /- per month**, during the contractual period of 6 months.
- 4) Payment would be subject to relevant statutory deductions like TDS as per the IT act, etc. such deductions are generally deductible in proportion to your monthly contractual earnings. such monthly contractual earnings further based on your monthly attendance. Amount would be payable upon production of relevant time sheet and invoices within a period of 7 days.
- 5) As your position is temporary and contractual you would not be entitled to any mediclaim / life insurance benefits.
- 6) Your contractual working with Eversana is conditional upon: (i) execution by you of the following Eversana agreements: contractual agreement (including non-solicitation and non-competition clauses), non-disclosure agreement, invention and intellectual property assignments agreement; (ii) your agreement to comply with all standard Eversana corporate policies including our Code of Conduct; (iii) verification of your credentials; (iv) your securing of all required legal work documentation.
- 7) After the contract period of 9 months, this contract will be auto renewed or you may be hired on direct rolls of Eversana India Pvt Ltd, however, that is at the management's discretion. During the contract period, either party can terminate the engagement by providing the other a 60-day notice.
- 8) Further, the company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. This in no way limits Eversana's right to terminate your employment without notice in the event of serious misconduct. Such circumstances can include but are not limited to, criminal offence, theft, fraud, embezzlement, intoxication, violence, sexual harassment, damage to Eversana's reputation, etc., On termination, you shall immediately deliver to Eversana or as may be directed, all Confidential Information in your possession, Return to Eversana all equipment, security keys, and other property belonging to Eversana.

9) Warranties And Indemnity

Contractor represents, warrants and covenants to Eversana that:

(a) None of the Services, Developments, materials or work product provided under this Agreement will in any way infringes any proprietary right or intellectual property right of others or causes Contractor to breach an obligation of confidentiality with respect to any third party.

(b) (i) all Developments under this Agreement will meet the specifications and perform the functions as assigned to the Consultant; (ii) all Services will be performed in a competent and professional manner and will conform to Eversana' requirements hereunder;

(c) (i) Contractor is aware of the substantial liabilities and penalties that may be incurred by Eversana if the status of Contractor should be attacked or recharacterized

(d) Contractor shall comply with all applicable laws and regulations regarding the work performed under this Agreement .Contractor will defend, indemnify and hold harmless Eversana, its suppliers, agents, directors, officers and employees, from and against any violation of such laws or regulations by Contractor or any of its agents, sub-Contractors, officers, directors, or employees.

10) Third Party Payments. Eversana, will not be held liable for payments, fees, distribution of information or have any business obligation or financial obligation to any third party sub-Contractors that the Contractor may have hired. Eversana's sole responsibility regarding this Agreement will be between Eversana and Contractor.with each other in connection with any such defense or settlement related thereto.

11) You will be entitled to company holidays as mentioned in the Eversana annual holiday list in a calendar year.

12) You will be entitled to take 1 leave per month (Paid Time Off), which can not be accumulated to the following month.

13) This contract with the company is subject to Indian laws. All disputes shall be subject to the jurisdiction of Pune courts only.

14) This offer of employment is contingent on the basis that all information and documentation provided by you is true to the best of your knowledge and that you have not provided us with false declaration or willfully suppressed any material information. If at any point of time during your employment with Eversana India Pvt. Ltd., it comes to light that the information and/or documentation which you have provided is false and/or misrepresented by you, you will be liable for removal from services immediately without notice. Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which relate to your commitments under this agreement

15) Limitation Of Liability: In no event will Eversana be liable for any consequential, indirect, exemplary, special, punitive, or incidental damages, including any lost data and loss of profits, arising from or relating to this agreement, even if Eversana has been advised of the possibility of such damages.

This offer nullifies all previous offers, both written and verbal.

This contract is based on your representations to Eversana that there is no legal, contractual, or other restriction that prevents you from accepting a contract with Eversana and carrying out the duties contemplated by this contract. Examples of possible restrictions would be employment and immigration laws; or previous employment agreements that might include non-disclosure or non-competition clauses.

If the terms of this letter are acceptable to you, please sign a copy of this letter in the space provided below.

**For,
Eversana India Pvt. Ltd.**



**Amlan Basu
Director – Human Resources
Date: 4/11/2022**

Accepted

**(Name) Yogesh Pralhad Jadhao
Date: 4/11/2022**