

Agreement

This agreement (hereinafter “**Agreement**”) is made on this the First July Two Thousand Twenty One, (7/1/2021), at Bangalore.

BY AND BETWEEN:

HEALTHIFYME WELLNESS PRIVATE LIMITED, a company duly incorporated under the Companies Act, 2013, bearing corporate identification number U72900KA2015PTC081060 and having its registered office at **No 30, 80 feet road, HAL 3rd Stage, Indiranagar, Bangalore-560075**, India (hereinafter referred to as the “**Company**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the ONE PART;

AND

Bhavya Mehta, aged **23**, residing at **505, B-Wing, Shiv Samruti-3, K-Raheja Complex, Opp. Dadlani Park, Balkum, Thane-W, Mumbai, Maharashtra, 406008** (hereinafter referred to as the “**Consultant - Nutritionist**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include his/her heirs, legal representatives, executors and administrators) of the OTHER PART.

(The Company and the Consultant are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”)

WHEREAS:

- A. The Company is engaged in the business of operating a technology based software platform providing health and wellness services through interactions with experts including, doctors, nutritionists, yoga instructors and fitness trainers.
- B. The Consultant has represented and warranted that he/she is specialized in **Nutrition**.
- C. Relying on the representations made by the Consultant, the Company has offered to appoint the Consultant to render the Services (*as defined herein*) and the Consultant has accepted the same in accordance with the terms hereof.

NOW THIS AGREEMENT WITNESSETH:

1. DEFINITIONS AND INTERPRETATION

- 1.1 “**Commencement Date**” shall mean **6th July 2021**.
- 1.2 “**Confidential Information**” means all information or data made available to the Consultant (whether furnished orally, in writing, electronically or through any other form or medium and regardless of whether it is specifically marked or identified as “confidential”) or which directly or indirectly comes to the knowledge of the Consultant or any part thereof, concerning or relating to the Company, including, without limitation, know-how, logic, algorithms, flow charts, subroutines, conditions, definitions, formulas, computer programs, processes, ideas, inventions (whether patentable or not), schematics, and other technical, business, financial,

customer, and product development plans, forecasts, strategies, and information, trade secrets, Intellectual Property Rights, know how, whether patentable or not, product literature and other writings, agreements and other documents whether prepared by the Company, its Consultants or a third party.

1.3 **“Intellectual Property Rights”** shall mean all trade secrets of the Company and shall include all intellectual property rights subsisting in the products developed, being developed and/or proposed to be developed by the Company including all patents, patent applications and patent rights, entity models, moral rights, mask works, recipes, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, internet domain names and sub-domains, inventions, processes, formulae, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, processes, designs, methodologies, computer programs (including all source codes) and related documentation, technical information, manufacturing, engineering and technical drawings, know-how and all pending applications for and registrations of patents, entity models, trademarks, service marks, copyrights and internet domain names and sub-domains.

1.4 In this Agreement:

- a) the recitals shall be deemed to constitute an integral operative part of this Agreement as if the same were reproduced herein;
- b) words importing the singular include the plural and vice versa;
- c) reference to days, months and years are to English calendar days, calendar months and calendar years, respectively;
- d) the words “include” and “including” are to be construed without limitation;
- e) reference to statutes shall include any modification, re-enactment or extension thereof for the time being in force; and
- f) Headings and bold typefaces are only for convenience and shall be ignored for the purpose of interpretation of this Agreement.

2. **DUTIES OF THE CONSULTANT**

- 2.1 The Company, by this Agreement, engages the Consultant as an independent consultant to perform the Services as specified in ***Annexure A***
- 2.2 The Consultant undertakes to devote such amount of time per week as specified in ***Annexure B*** attached hereto, solely to perform the Services.
- 2.3 Without in any way limiting or affecting the generality of Clause 2.1, the Consultant in performing the Services shall:-
 - a) perform the Services at all times exercising due care, skill and judgment;

- b) commence the Services on the Commencement Date and continue to provide the Services in accordance with the terms of this Agreement until terminated in accordance with this Agreement;
- c) ensure that all methods and procedures employed in performing the Services are sound and are, where possible, standard methods and procedures currently employed by the relevant industry;
- d) comply with the Company's representative's reasonable requirements conveyed orally or in writing to the Consultant;
- e) observe and comply with the provisions of any statute, regulation or by-law which is required to be observed or performed in the performance of the Services; and
- f) prepare and submit to the Company's representative reports, as may be required by the Company, on a regular basis.

3. TERM OF AGREEMENT

- 3.1 This Agreement shall be valid for a period of **3 (Three) Years** from the Commencement Date, unless terminated at any time pursuant to Clause 8 below.
- 3.2 The Parties may, on mutual consensus, extend the duration of this Agreement for a period as may be decided by the Parties. Such extension will be confirmed by the Parties in writing.

4. PROBATION

- 4.1 You will be on probation for a period of 3 months from the date of joining and you shall continue to be on probation unless confirmed otherwise in writing by the Company.

5. CONSIDERATION

- 5.1 In consideration of the Services rendered by the Consultant during the term, the Company shall pay the Consultant the consideration as set out in *Annexure C* attached hereto ("**Consideration**"). The Consideration shall be payable upon receipt of periodic invoices presented by the Consultant to the Company for the Services actually completed prior to the issue thereof.
- 5.2 The Consideration payable hereunder shall be subject to withholding of applicable taxes, but shall be exclusive of service tax.
- 5.3 It is further agreed that the Consultant shall be not eligible for any other allowances or perquisites other than what is specifically provided herein.
- 5.4 If the Consultant becomes indebted to the Company for any reason, the Company may, if it so elects, set off the whole or part of such outstanding amount from any amount due and payable by it to the Consultant (by way of consideration or otherwise).

6. CONFIDENTIALITY

- 6.1 The Consultant undertakes and agrees, that in consideration of the appointment with the Company and the fees that the Consultant had and shall receive during the appointment, which he/she shall abide with the following:
- a) he/she shall not, either directly or indirectly, both during and after the term of this Agreement for a period of one year, without the Company's prior written permission, disclose, divulge, disseminate, publish, lecture upon, sell or transfer to any Person, or permit any Person to examine or make copies of, any documents, writings, drawings, materials or records that contain or are derived from any Confidential Information, intellectual property or trade secrets of the Company;
 - b) he/she shall comply, and do all things necessary to permit the Company to comply, with all applicable laws and with the provisions of contracts executed by the Company relating to intellectual property or to the safeguarding of information, including the signing of any confidentiality agreements required in connection with the performance of his/her duties and function; and
 - c) Confidential Information shall be solely and absolutely vested in and owned by the Company and the Consultant shall not have or claim any right, title or interest therein.
- 6.2 The Consultant understands and acknowledges that this Agreement is entered into by the Company with the understanding that the Consultant will not bring to the Company any confidential or proprietary information belonging to any of the Consultant's previous employers, that Consultant will refrain from disclosing to the Company, or using while being employed by the Company, any such confidential or proprietary information and that Consultant will comply with the non-disclosure, non-compete, non-solicitation and other provisions of his/her agreements with his/her previous employers. All compensation to be provided to the Consultant is contingent upon his/her due compliance with the foregoing.

7. OWNERSHIP OF WORK PRODUCT

- 7.1 The Consultant agrees that any and all ideas, developments, discoveries, improvements, inventions and works of authorship conceived, written, created or first reduced to practice in the performance of Services under this Agreement, together with all intellectual property rights relating thereto including but not limited to the reports and the materials ("**Work Product**") shall be the sole and exclusive property of the Company. The Consultant hereby assigns to the Company all its right, title and interest in and to any and all such Work Product.
- 7.2 The Consultant further agrees to execute all papers, including without limitation all patent applications, invention assignments and copyright assignments, and otherwise assist the Company as reasonably required to perfect the Company's right, title and interest in the Consultant's Work Product as expressly granted to the Company under this Agreement. Such assistance shall include but not be limited to providing affidavits or testimony in connection with patent interference, validity or

infringement proceedings and participating in other legal proceedings. Reasonable costs related to such assistance, if required, shall be paid by the Company. The Consultant's obligation to assist the Company as described above in this paragraph shall continue beyond the termination of this Agreement. If the Company is unable, after reasonable effort, to secure Consultant's signature on any document as provided in this clause, the Consultant hereby designates and appoints the Company and its duly authorized officers and agents as its agent and attorney in fact to execute, verify and file applications, and to do all other lawfully permitted acts necessary to achieve the intent of this clause with the same legal force and effect as if executed by the Consultant.

- 7.3 In the event the Work Product developed by the Consultant during the course of this Agreement is not assignable to the Company, the Consultant unconditionally and irrevocably grants to the Company and its affiliates, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicenses, to reproduce, create derivative works of, distribute, publicly perform and publicly display by all means now known or later developed, such Work Product.

8. TERMINATION

- 8.1 Either Party may terminate this Agreement without cause by giving 30 (thirty) days prior written notice.
- 8.2 The Company may by notice in writing served on the Consultant, terminate this Agreement if the Consultant is in breach of the terms of this Agreement and the breach has not been remedied within 15 (fifteen) days of the service by the Company on the Consultant of a notice requiring the breach to be remedied. In the event of such termination, or termination for any other cause attributable to the acts or omissions of the Consultant, the Company shall be entitled to claim damages suffered due to such termination.
- 8.3 Termination shall be without prejudice to any claim, which either Party may have against the other in respect of any breach of the terms of this Agreement which occurred prior to the date of termination.

9. CONFLICTS

- 9.1 The Consultant represents that his performance of the provisions of this Agreement shall not breach and/or constitute a breach of the Consultant's obligations to any other Person and the Consultant has not and will not at any time hereafter enter into any oral /written agreement in conflict with the provisions of this Agreement.
- 9.2 The Consultant assures and confirms to the Company that he/she has disclosed fully all and any business interests that he/she has to the Company, whether or not they are similar to or in conflict with the business(es) or activities of the Company and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between the Company and the Consultant or any immediate relatives of the Consultant. Further, the Consultant undertakes to disclose fully and immediately to the Company any such interests or circumstances which may arise during his/her association with the Company.

10. JURISDICTION

- 10.1 This Agreement shall be governed by the laws of India and the Courts of Bangalore, India shall have exclusive jurisdiction to try all disputes between the Parties pursuant to this Agreement.

11. GENERAL PROVISIONS

- 11.1 Amendments: Any term of this Agreement may be amended only with the written consent of the Parties.
- 11.2 Notices: Any notice required or permitted by this Agreement shall be in writing and shall be deemed duly served upon receipt, when delivered personally or by a delivery service, or seventy-two hours after being deposited in the mail as certified or registered mail with postage prepaid, if such notice is addressed to the Party to be notified at such Party's address as set forth in this Agreement or as subsequently modified by written notice.
- 11.3 Severability: If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.
- 11.4 Counterparts: This Agreement may be executed in duplicate, to be retained by either Party, each of which shall be deemed an original, but both of which together will constitute one and the same instrument.
- 11.5 Waiver: If at any time any Party waives any right accruing to it, due to breach of any of the provisions of this Agreement, such waiver shall not be construed as continuing waiver of other breaches of the same kind or other provisions of this Agreement. None of the terms of this Agreement shall be deemed to have been waived or altered, unless such waiver or alteration is in writing and is signed by both the Parties.
- 11.6 Equitable Remedies: The Parties acknowledge and agree that monetary damages may be an inadequate remedy for breach or threatened breach of the provisions of this Agreement, and each Party agrees that, notwithstanding anything to the contrary herein, in the event of a breach of any provisions of this Agreement, the respective rights and obligations hereunder shall be enforceable by specific performance or injunctive remedy in any court of competent jurisdiction.

- 11.7 Entire Agreement: This Agreement represents the entire agreement between the Parties and cancels and supersedes all prior agreements, arrangements and understandings in respect of appointment of the Consultant with the Company.
- 11.8 Relationship between Parties: Nothing in this Agreement is to be construed to make either Party a partner, an agent or legal representative of the other Party for any purpose and this Agreement does not create any employment relationship between the Company and the Consultant. Neither Party has any right or authority to accept any service of process or to receive any notices on behalf of the other Party or to enter into any commitments, undertakings, or agreements purporting to obligate the other Party in any way, or to amend, modify or vary any existing agreements to which the other Party may be a party.

12. NON-COMPETITION:

- 1 The Consultant covenants and agrees that any Confidential Information coming to the knowledge of the Consultant by virtue of his employment or course of his employment in Company is strictly confidential as hence the Consultant undertakes and agrees that as long as he/ she is a Consultant of the Company and for a period of **Eighteen (18) months** after Disassociation he/ she will not, directly or indirectly:
- (a) Initiate any new activities that could be in competition to the Company's existing or proposed business activities through any vehicle other than the Company; or
 - (b) directly or indirectly, own, manage, operate, join, have an interest in, control or participate in the ownership, management, operation or control of, or be otherwise connected in any such manner with, any corporation, partnership, proprietorship, trust, estate, association or other business entity which directly engages anywhere in the world in a business that is competing with the business of the Company.

For the purpose of this sub-clause, a competitor means any entity whose business activity competes with the business of the Company including but not limited to the entities listed out in **Annexure D** attached hereto. It is being clarified that the Board of Directors of the Company shall modify **Annexure D** on a half-yearly basis and the provisions of this sub-clause will apply to such modified list from time to time.

The Consultant further acknowledges and agrees that the Compensation paid to him/her during his/ her employment with the Company, is sufficient and proper to bind him/her to the Non-Competition obligations mentioned herein.

IN WITNESS WHEREOF, the Parties have duly executed these presents on the day and year first above written.

For the Company By: HealthifyMe Wellness Private Limited	By the Consultant Bhavya Mehta
Name: Nauman Shakib	Name: Bhavya Mehta
Signature: 	Signature:

ANNEXURE A

Below outlined are the key responsibilities for the role of **Consultant (Nutritionist)** -

Key Responsibilities

- Assessment and Monitoring clients dietary intake for smooth functioning of their programme.
- Plan and prescribe a diet according to their requirement, eating habits, likes/ dislikes and lifestyle.
- Consider appropriate Medical Nutrition therapy during the program.
- Evaluate clients progress and modify diets according program stages.
- Managing/Moderating group coaching on chat groups by motivating clients towards fitness.
- Converting free trial clients to premium clients.

ANNEXURE B

Work Time

The Consultant shall devote a minimum of 6 (six) work days (each work day constituting a minimum of 8 hours) per week to perform the Services of the Company, to the satisfaction of the Company.

ANNEXURE C

Consideration

The Consultant shall be paid a monthly fee of **INR 27,778/-**

OR

The Variable amount, whichever is higher for that particular month. (Only one component - monthly fee OR Variable will be paid out).

The Variable pay will be calculated based on your Active Users handled, NPS, shifts and sales/renewals done in a month. This shall be indicated separately and is subject to change.

All the above mentioned will be subjected to prevailing Income Tax slabs for the Services rendered to the company

ANNEXURE D

List of Competitors as on July 2017

Brand Name	Owner Entity
Truworth Wellness	Truworth Health Technologies Private Limited.
Mobiefit	MobieFit Technologies Private Limited.
Stepathlon	Stepathlon Lifestyle Private Limited.
TruWeight	Truweight Wellness Private Limited.
OroBind	Orobind Fitness Technologies Private Limited..
UrbanClap	UrbanClap Technologies India Private Limited..
Practo	Practo Technologies Private Limited..
ObiNo	Manna Healthcare Private Limited.
HealthKart.	Bright Lifecare Private Limited.
ZooJooBee	Uber Health Tech Private Limited.
Lybrate	Lybrate, Inc.
Fitbit	Fitbit Inc.
JanaCare	Jana Care Inc.
Noom	Noom, Inc.
Myfitnesspal	MyFitnessPal, Inc.
GoQii	GOQii Inc.
GCC	Global Corporate Challenge: Gettheworldmoving Limited - a company incorporated in the UK; Including their US (Inc) company, Switzerland (GMBH) company , Australia (Pty Ltd) company & Corp (Canada) company and any other company incorporated by them in any other part of the world.
FitnessJoy/ HouseJoy	Sarvaloka Services On Call Private Limited.
Portea Medical	Health Vista India Private Limited.
Curefit	Curefit health care Private Limited.
Fittr	SQUATS Fitness Private Limited