

Background Verification Report

Case Background Profile			
Name of Subject	Javed Nainar		
Client	Doledge India (OPC) Pvt Ltd		
Date of Initiation	13-Dec-2024	Date of Report	28-Dec-2024
Process	Standard	Client Reference	Dol-152
Case Reference	DOL-51112	Date of Joining	13-Dec-2024
Level of check	Standard	Color code	GREEN

Executive Summary

Employment Check	Icon Clinical Research India Private Limited, Chennai	Verified	Annexure 1
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Severity Grid

Result Definitions :-			
AMBER	Major Discrepancy Inaccessible for verification / Unable to verify/ Additional Information/Documents required.	RED	All Verified

Information in this report may only be used to verify statements made by an individual for employment purposes. The depth of information available varies. Although every effort has been made to assure accuracy foxivision Information cannot act as the guarantor of the information's accuracy or completeness. Final verification of an individual's identity and proper use of report contents are the user's responsibility. It is the user's responsibility to use these consumer reports fairly. foxivision is not responsible for employment decisions based on the information provided.

ISO 9001:2015 Certification Number: IN57424A

ISO/IEC 27001:2022 Certification Number: IN57424E

ISO Certification Issued By: Stauchly Management and System Services Pvt. Ltd.

Certification Expiry Date: 28 Jul 2027

Annexure 1

Employment Check

Icon Clinical Research India Private Limited, Chennai		
Details	Profile Provided Information	Entity Provided Information
Name of the Organization	Icon Clinical Research India Private Limited, Chennai	Verified
CIN	U74110TN2004PTC054137	Verified
Employment Period	January 08, 2024 To November 15, 2024	Verified
Designation	Lead Clinical Data Science Programmer	Verified
Employee Code	00155729	Verified
CTC	Net Pay-INR 1,46,028/- of October Month	Not Disclosed
Reasons for Leaving	Not Mentioned	Not Disclosed
Subject's eligibility for rehire	Not Mentioned	Not Disclosed
Full & Final Formalities	Not Mentioned	Not Disclosed
Any Disciplinary/ Performance Issues	Not Mentioned	Not Disclosed
Response from referee	Copy of written confirmation is attached with supporting documents.	-
Other Comment	All the information verified by the HR and found correct. Hence report is being forwarded as clear.	-
Date Of Verification	18-Dec-2024	-
Referee Name and Details	HR Advisor, Saranya.Muniappan@iconplc.com	-
Verified By	HR	

 Outlook

FW: Employment Verification of Mr. Javed Nainar

From Muniappan, Saranya <Saranya.Muniappan@iconplc.com>
 Date Wed 12/18/2024 6:34 PM
 To Charu Rajput <charu.rajput@foxivision.com>
 Cc Nagaraj, Kavitha <Kavitha.Nagaraj@iconplc.com>; K, Santhanavignesh <Santhanavignesh.K@iconplc.com>; Manickam, Dhivya <Dhivya.Manickam@iconplc.com>; Natranyan, Ramesh <Ramesh.Natranyan@iconplc.com>

 3 attachments (518 KB)
 ICON_offer_Letter.pdf; Javed Nainar ICON_Relieving_Letter.pdf; Pay Slip_00155729_Oct-24_ICON.pdf;

Caution! This email is from an external source. Avoid clicking links or opening attachments unless the sender is known or trusted.

Hi Charu,

Thank You for reaching out to us with regards to the employee verification for the employee **Javed Nainar**.

Herewith sharing the details verified by ICON records and for your perusal.

Ex-Employee Details	Information as per ICON Records
Employee name	Javed Nainar
Designation/ Job Title	Lead Clinical Data Science Programmer
Date of Joining	01/08/2024 (MM/DD/YYYY)
Date of relieving	11/15/2024 (MM/DD/YYYY)
Worker Type / Employment Type	Permanent

Remember to password protect all your data sensitive documents before sharing!

Saranya
HR Advisor



From: Charu Rajput <charu.rajput@foxivision.com>
 Sent: Tuesday, December 17, 2024 12:24 PM
 To: Krishnamoorthy, Prem Sai <PremSai.Krishnamoorthy@iconplc.com>; M S, Gopinath <Gopinath.Musuvathi@iconplc.com>; Agarwal, Amit <Amit.Agarwal@iconplc.com>
 Cc: EMPLOYMENT VERIFICATION <employmentverification@foxivision.com>; Lalita Kumari <Lalita.kumari@foxivision.com>
 Subject: [EXTERNAL] Re: Employment Verification of Mr. Javed Nainar

Dear HR Team,

Hope you are doing well!!!

Request you to help in the employment verification process of the candidate. This is really very urgent.

Your prompt response on our email will be highly appreciated.

Regards,
Charu Rajput
 Senior Analyst - BGV- Direct

FOXIVISION SCREENING SERVICES PVT. LTD.

 charu.rajput@foxivision.com
 +91-9953639076
 www.foxivision.com
 C-107 Plot-B, UG Floor Naraina Industrial Area Phase - 1, New Delhi 110028



From: Charu Rajput <charu.rajput@foxivision.com>
Sent: Friday, December 13, 2024 4:54 PM
To: softjavakumar@iconplc.com; PremSai.Krishnamoorthy@iconplc.com <PremSai.Krishnamoorthy@iconplc.com>; gopinath.musuvathi@iconplc.com <gopinath.musuvathi@iconplc.com>; amit.agarwal@iconplc.com <amit.agarwal@iconplc.com>
Cc: EMPLOYMENT VERIFICATION <employmentverification@foxivision.com>; Love Kush Kashyap FOX I VISION <lovekush.kashyap@foxivision.com>
Subject: Employment Verification of Mr. Javed Nainar

Dear HR Team,

Mr. Javed Nainar applied for an employment and he listed your company as part of their employment history. We respectfully request your assistance for checking some of the details that were provided by the candidate on job application form.

Kindly, fill in the HR Feedback Column and help us completing the Employment Check process.

Particular	Candidate Claims	HR Feedback
Name of the Employee	Mr. Javed Nainar	
Name of the company	ICON Clinical Research India Private Limited	
Employee Code	00155729	
Period of Employment	January 08, 2024 To November 15, 2024	
Designation	Lead Clinical Data Science Programmer	
Last Drawn Salary (Annual CTC)	Net Pay-INR 1,46,028/- of October Month	
Reporting Manager	Not Mentioned	
Reason for Leaving	Not Mentioned	
Performance at work	Not Mentioned	
Eligibility for Rehire	Yes/No	
Duties & Responsibilities	Not Mentioned	
If No, then (Please Provide the Reason)	As per the Company Policy Any other Reason	
Any Integrity/ Disciplinary Issues (if any)	Details Required	
- Misappropriation of Fund		
- Harassment of any kind		
- Data Integrity		
Exit formalities Completed	Yes/No	
If No, then (Please Provide the Reason)	Pending from Employer's End Pending from Employee's End (Dues pending)	
Are the Attached Documents Genuine? (If No, please specify the reason – for e.g. is the document forged, manipulated or any other reason	Please Specify	
Respondent Details	Designation -	

Regards,

Charu Rajput
Senior Analyst - BGV- Direct

FOXIVISION SCREENING SERVICES PVT. LTD.

 charu.rajput@foxivision.com

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ISO 9001:2015 Certification Number: IN57424A

ISO/IEC 27001:2022 Certification Number: IN57424E

ISO Certification Issued By: Staunchly Management and System Services Pvt. Ltd.

Certification Expiry Date: 28 Jul 2027



ICON plc made the following annotations.

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Thank You,

ICON plc
South County Business Park
Leopardstown
Dublin 18
Ireland
Registered number: 145835



EMPLOYMENT AGREEMENT

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ISO 9001:2015 Certification Number: IN57424A
ISO/IEC 27001:2022 Certification Number: IN57424E
ISO Certification Issued By: Staunchly Management and System Services Pvt. Ltd.
Certification Expiry Date: 28 Jul 2027

13. SEVERABILITY

You hereby acknowledge and agree that each clause in this agreement and every part thereof are entirely separate and independent (notwithstanding that they may be contained in the same clause, sub-clause, paragraph, sub-paragraph, sentence or phrase) and that they are severable and enforceable accordingly and that the duration, extent and application of each such clause, and every part thereof, is no greater than is reasonable and necessary for the protection of the Company's or its Affiliate's legitimate business interests. If any such clause or any part thereof, shall be adjudged by any court of competent jurisdiction to be void or unenforceable but would be valid if part of the wording thereof was deleted and/or the period thereof was reduced and/or the geographical area deal with thereby was reduced, the said clause (or part thereof) shall apply within the jurisdiction of that court with such modifications as may be necessary to make it valid, effective and enforceable and shall be deemed to have been amended accordingly so that such clause or part thereof shall be construed by such court by limiting and reducing it or them so as to be enforceable to the maximum extent compatible with the applicable law as it shall then apply.

14. NOTICES

Notices and other communications to either Party to this agreement required or permitted hereunder or any proceedings relating hereto shall be in writing, addressed (a) to you, at your last known address or company or personal email, or (b) to the Company Secretary, at the Company's registered address, and shall be sufficiently served:

- (a) If delivered by hand, at the time of delivery;
- (b) If sent by email, at the time that it was sent; or
- (c) If sent by pre-paid registered post, 48 hours after posting

Provided that any such delivery or posting outside of business hours, being between 9am to 5.30pm, Monday to Friday, shall be deemed to have been served on the next business day.

15. POLICIES AND PROCEDURES

Details of the Company's policies and procedures, including the Company's information technology and security policy, anti-bribery and anti-corruption policy, grievance and disciplinary procedures, are contained in the employee handbook which is available on the Company's intranet. You are required to comply with all such rules and procedures set out in the employee handbook. For the avoidance of doubt, the employee handbook shall form part of this agreement. The employee handbook may be amended or replaced at the Company's sole discretion from time to time.

16. GOVERNING LAW AND JURISDICTION

16.1 This agreement and any dispute or claim arising out of or in connection with this agreement shall be governed by and construed in accordance with the laws of India.

16.2 Each party irrevocably agrees to submit to the courts of Chennai, India and such courts only shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

17. MISCELLANEOUS

17.1 There are no collective agreements affecting your employment with the Company.

17.2 This agreement represents the entire agreement between the Parties and supersedes any previous agreement between the Parties in relation to your employment with the Company.

17.3 The Company reserves the right to make any reasonable changes to your terms and conditions of employment and will provide you with written notification of the change(s) within one month of the change taking effect.

17.4 At any time after the execution of this agreement each Party shall (at its sole expense) do and execute, or procure to be done and executed, all necessary acts, deeds, documents and things as may be reasonably requested of it by any other Party hereto to give effect to the completion of this agreement.

17.5 No failure or delay by any party in exercising any right, power or privilege under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17.6 This agreement may be executed in one or more counterparts each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

17.7 Each party agrees that the electronic signatures of the Parties made under The Information Technology Act, 2000 and included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. "Electronic signatures" means any electronic symbol or process attached to or logically associate with a record and executed and adopted by a party with the intent to sign such record.

[Signatures begin on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on set out below

Kalaivani Chandrasekaran Kalaivani Chandrasekaran
19 Dec 2023 08:24:39 UTC (Z)

REASON: I approve this document

Signed by: bd1bb850-f8c5-47b0-a542-ae5c8a26a843
ICON Signatory, APAC HR Shared Services
for ICON Clinical Research India Private Limited

Javed Nainar Javed Nainar
19 Dec 2023 18:00:00 UTC (Z)

REASON: I approve this document

Signed by: d846cffc-02ba-40f1-9853-4a651657a2c0

APPENDIX A

The following clauses are incorporated herein to the Employment Agreement and are agreed to by the parties:

1. Benefits

- 1.1. You shall be eligible to participate in the Company's benefit schemes, subject to such policies as are in force and to any limitations imposed by the underwriters of such scheme as are imposed from time to time. For the avoidance of doubt, you acknowledge and accept the Company's right to deduct any benefit in kind tax payable in respect hereof from your salary from time to time.
- 1.2. No liability will accrue to the Company in the event that cover under any benefit scheme provided by the Company is refused by the provider of such scheme(s) or any conditions or limitations to the benefit are applied by the provider. The Company's sole obligation in respect of any benefit scheme is to pay the premium from time to time required by the provider and to pay you such sums (if any) as may from time to time be received by the Company from the provider in respect of any claim made by you under any scheme. If any provider refuses for any reason to provide any payment to you under any benefit scheme, the Company shall not be liable to provide to you any replacement benefit of the same or similar kind or to pay any compensation in lieu of such benefit or to enforce the terms of the benefit scheme. The Company in its sole and absolute discretion reserves the right to discontinue, vary or amend the scheme (including the level of cover) at any time on giving you reasonable notice. Your participation in any benefit scheme and/or receipt or anticipated receipt of benefits under any such scheme shall not interfere with the Company's entitlement to terminate your employment in accordance with this agreement.

2. Leave

- 2.1. You are entitled to 36 days' paid leave in each year which shall include:
 - 2.1.1. Sick Leave: 12 days in a year
 - 2.1.2. Personal Leave: 12 days in a year
 - 2.1.3. Vacation Leave: 12 days in a year
 - 2.1.4. Maternity Leave: As per guided by the Maternity Benefits Act
 - 2.1.5. Paternity Leave: 3 calendar days
 - 2.1.6. Bereavement Leave: 2 calendar days
- 2.2. In addition, you shall be entitled to the benefit of all public holidays in the country in which you are employed. National and public festival holidays will be granted in accordance with your office location at the given point in time.
- 2.3. Upon termination of employment with the Company, if you have exceeded your accrued annual leave entitlement, the Company reserves the right to deduct the excess from your final salary or any monies you owe to the Company and if such deduction is insufficient, the excess shall be recoverable by the Company as a debt.
- 2.4. You shall be bound by the leave policy of the Company as amended from time to time.

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3. Restrictive Covenants

3.1. Certain Defined Terms:

For the purposes of this Clause, the following definitions will apply:

“Restricted Business” means the business of the Company and those parts of the business of its Affiliates, including but not limited to, the research, development and/or commercialization of pharmaceutical products and/or medical devices including without limitation, clinical research; clinical trial management; clinical pharmacology; laboratory research; clinical trial data collection; management processing; analysis and/or reporting biostatistics; clinical logistics; consulting and regulatory affairs; commercialization; reimbursement and market access; medical communication, medical imaging, clinical staffing and resourcing; and software, electronic and technology solutions relating to the above.

“Restricted Customer” means any Business or Person who, at any time during the 12 months immediately preceding the Termination Date, is or was in negotiation for the supply of goods or services with the Company or any Affiliate; a client or customer of the Company or any Affiliate; or in the habit of dealing with the Company or any Affiliate where the orders relate to goods and/or services which are competitive with or of the type supplied by the Company or any Affiliate and in respect of whom you or one of your subordinates acting in the course of your duties dealt or had material contact with that Business or Person, or for whom you were directly or indirectly responsible in a client management capacity.

“Restricted Area” means any geographic area in which the Company operated within the twelve (12) months preceding the Termination Date.

3.2. For the duration of your employment and for a period of 24 months following the Termination Date, you agree that you will not, directly or indirectly, without the prior written consent of the Company:

3.2.1. contact, solicit, or approach, or cause to be contacted, solicited, or approached, any Restricted Customer, or in any manner attempt to influence any Restricted Customer to cease its business relationship with the Company or its Affiliates.

3.2.2. be engaged, or concerned, or interested in, any Restricted Customer, if such engagement, concern, or interest, causes or would cause the Restricted Customer to cease or materially to reduce its business, orders, or contracts with the Company or its Affiliates.

3.2.3. hire any person from, or solicit, encourage, or entice any person to leave, the employ of the Company or its Affiliates, in order to work in a capacity (whether as an employee, independent contractor, or otherwise) for any other entity engaged in work that would be deemed in competition with the Company or one of its Affiliates.

3.2.4. You acknowledge that you have carefully read this clause and that you understand the restraints imposed upon you by this clause. By signing this agreement, you acknowledge and agree that you have been given an opportunity to take legal advice on the restraints set out in this clause.

3.2.5. Each of the restrictions in this clause is intended to be separate and severable. If any of the restrictions shall be held to be void but would be valid if part of their wording

were modified, deleted, or reduced in scope, such restriction shall apply with such modification, deletion or reduction as may be necessary to make it valid or effective.

3.3. You acknowledge that the restrictions set out in this Clause are reasonable and necessary to protect the legitimate interests of the Company and that any violation thereof could result in irreparable injuries to the Company and/or its Affiliates. You therefore acknowledge that in the event of breach of any of these restrictions, the Company and/or its Affiliates shall be entitled to obtain from any court of competent jurisdiction, preliminary and permanent injunctive relief as well as damages, court costs and reasonable legal fees, and an equitable accounting of all earnings, profits and other benefits arising from such violation, which rights will be cumulative and in addition to any other rights or remedies to which the Company or its Affiliates may be entitled.

4. Obligations and Conduct

4.1. You are prohibited from concluding and contracts binding the Company, whether in your own name or on behalf of any third party, unless you have first secured the written approval of the Company.

4.2. Publications or speeches by you which concern the activities or interest of the Company must be approved in writing, in advance, by the Company unless they are for the purposes of sales promotion for the Company or are otherwise within the scope of your usual job functions.

4.3. You shall promote business interests of Company or Affiliate.

4.4. You shall not at any time during your employment with the Company or after the Termination Date (i) make any comment verbally, in writing or otherwise concerning the Company or Affiliate that would adversely affect the Company or Affiliate or any goodwill connected therewith; or(ii) be involved with any company of business which has in its name or part of its name the work "ICON" or any variation derivative or abbreviation thereof or any similar name in such a form or style as would tend to cause confusion of identity with the Company or the ICON Group.

.....

EMPLOYMENT AGREEMENT

ICON Clinical Research Private Limited

AND

Javed Nainar

DATED 19 December 2023

This agreement is made between

- (1) ICON Clinical Research India Private Limited, with a registered office at 4th Floor, North Block, Chennai One IT Park, Pallavaram-Thoraipakkam 200 feet Road. Thoraipakkam, Chennai – 600 097 (the "Company"); and
- (2) Javed Nainar, of 1/685, Valayapathy salai, J J Nagar, Mogappair east Chennai- 600037 India ("you")

each a "Party" and together the "Parties"

THE PARTIES AGREE AS FOLLOWS:

1. COMMENCEMENT OF EMPLOYMENT

- 1.1 Your employment is subject to and conditional on the Company receiving satisfactory educational, employment, right to work, professional qualifications, identity and debarment checks, where relevant. The Company reserves the right to rescind the offer of employment or terminate your employment without notice or payment in lieu of notice should the results of these checks provide results that are contrary to the information that you have provided, would prevent you taking up employment or fulfilling the requirements of your employment or, in the opinion of the Company, would make you unsuitable for your employment.
- 1.2 Subject to clause 1.1, your employment will commence on **8 January 2024** and will continue on a full-time basis unless terminated in accordance with this clause 2.3 or clause 10 below.
- 1.3 Your employment is subject to a six (6) month probationary period in which your performance will be assessed. The Company reserves the right to extend your probationary period at its sole discretion. During the probationary period, both you and the Company may terminate the employment on giving one week's written notice, but you are required to give the Company 3 months or 65 days whichever is greater. The Company reserves the

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right to pay you in lieu of such notice in which case your employment will terminate with immediate effect and you will not be entitled to any further benefit under this agreement.

- 1.4 By signing this agreement, you warrant that you are not bound by any confidentially or post-termination restrictions or any other agreement, court order or legal obligation, that restricts or may restrict your ability to perform your duties and responsibilities hereunder.

2. POSITION AND DUTIES

- 2.1 You will be employed by the Company as Senior Clinical Data Programmer or in any such capacity of like status as the Company may require from time to time. The Company reserves the right to modify, in its sole discretion, your job duties from time to time, consistent with your employment status, and any such change will not constitute a change of the terms and conditions of this agreement.
- 2.2 During the continuance of this agreement, you shall faithfully and diligently perform such duties and exercise such power as the Company may reasonably require from time to time. Such duties may be outside the area of your normal duties and may be for any Affiliate as the Company may require. For purposes of this agreement, the term "Affiliate" means the Company and any entity, individual, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with Company.
- 2.3 You must not without the Company's prior written consent (i) be employed by, or engaged in, any business or occupation, other than the business of the Company and its Affiliates; or (ii) be involved with any activity which the Company reasonably considers may be, or becomes harmful to the interests of the Company or which might reasonably be considered to interfere with the performance of your duties of your employment; or (iii) engage, directly or indirectly, in any trade, business or profession other than the business of the Company, save as the registered holder of not more than 3% of any class of publicly quoted securities of any company. Such other employment or activities must not be in conflict or competition with the business of the Company. The Company may not agree to you having any other employment if it believes this could conflict with the interests of the Company or the effective performance of your duties.
- 2.4 Without prejudice to the generality of the foregoing, your other obligations and conduct are set out in the Appendix.

3. HOURS OF WORK

- 3.1 You are expected to work at least 8 hours and 45 minutes each day, Monday to Friday, including breaks. However, daily working hours and work timings may vary which will be dictated by the demands of the business or such hours as are necessary for the satisfactory execution of your duties. You shall, during the continuance of the Agreement, diligently and faithfully serve the Company in the capacity aforesaid and shall devote your whole time and attention to manage, supervise and improve the said business to the utmost of your skills, abilities and capabilities and will do and perform all such acts, deeds, and things connected therewith as the Company shall from time to time direct or which will be in the best interest of the Company.

3.2 You may be required to work additional hours either when requested to do so by the Company or for the proper performance of your duties under this agreement.

4. PLACE OF WORK

4.1 Your normal place of work is at the Company's premises at 4th Floor, North Block, Chennai One IT Park, Pallavaram-Thoraipakkam 200 feet Road. Thoraipakkam, Chennai – 600 097 . The Company may require you to carry out your duties at another location within India only as reasonably required and necessary at the Company's absolute discretion.

4.2 You will undertake such business travel, domestic and international, as your role may require or as required by the Company.

4.3 Depending on Company's business exigencies, the Company, in its sole discretion, may (i) temporarily assign or (ii) transfer you to any of its Affiliates, whether existing or to be created, anywhere in India or abroad, without affecting your terms of employment and compensation.

5. REMUNERATION

5.1 Your annual base salary is INR 23,00,000.00 gross which shall accrue from day to day but which is payable monthly in arrears, subject to all appropriate statutory deductions, by cheque or credit transfer. The Company reserves the right to alter this method of payment or the payment interval. The salary will be pro-rated based on 1 FTE

5.2 Your annual base salary will be reviewed on an annual basis in the Company's sole discretion. However, the Company has no obligation to increase your annual base salary at any time, and the decision of the Company, if any, shall be final and binding in this regard.

5.3 All reasonable expenses properly and necessarily incurred by you in the course of performing your duties under this agreement (including travel and entertainment expenses) shall be reimbursed in accordance with the applicable expense policy upon receipt of vouching documentation in relation to such expenses. You shall abide by the Company's policies on expenses as communicated to you from time to time.

5.4 The Company reserves the right to deduct from your pay any money that you owe the Company, including, without limitation, any overpayments of salary, holiday taken in excess of that accrued, loans, advances, training costs, cost of repairing any damage or loss to the Company's property caused by you (and cost of recovering the same), including the cost of replacing any Company property you fail to return to the Company, losses suffered by the Company as a result of your negligence or breach of Company rules, and any other sums owed by you to the Company. By signing this agreement, you consent to such deductions.

6. LEAVE

You shall be entitled to certain leave entitlements as set forth in the attached Appendix A.

7. CONFIDENTIALITY

- 7.1 You shall, during the continuance of your employment and thereafter, not disclose Confidential Material (as defined herein), directly or indirectly, to any party, who at the time of such disclosure is not an employee or agent of the Company or its Affiliates whose duties require such Confidential Material, or remove from the premises of the Company any notes or records relating thereto, copies or facsimiles thereof (whether made by electronic, electrical, magnetic, optical, laser, acoustic or other means), or any other property of the Company or its Affiliates, except in the proper performance of your duties.
- 7.2 "**Confidential Material**" means all information in any way concerning the activities, business or affairs of the Company or its Affiliates or any of the customers or clients of the Company or its Affiliates, including, without limitation, information concerning trade secrets, together with all sales and financial information concerning the Company or its Affiliates, and any and all information concerning projects in research and development or marketing plans for any products or projects of the Company or its Affiliates, and all information in any way concerning the activities, personnel, intellectual property, finances, regulatory issues, business or affairs of the Company or its Affiliates or of any of such customers or clients, which is furnished to the Company or its Affiliates or any of its agents, customers or clients, or otherwise acquired by you in the course of your employment; provided, however, that the term "confidential material" shall not include information which (i) becomes generally available to the public other than as a result of a disclosure by you; (ii) was available to you on a non-confidential basis prior to your employment; or (iii) becomes available to you on a non-confidential basis from a source other than the Company or its Affiliates or any of its agents, customers or clients, provided that such source is not bound by a confidentiality agreement with any Affiliate or any of its agents, customers or clients;
- 7.3 You agree that all Confidential Material, together with all notes and records relating thereto, and all copies or facsimiles thereof in your possession (whether made by the foregoing or other means), are the exclusive property of the Company and its Related Bodies Corporate. You shall not in any manner use any Confidential Material, or any other property of its Related Bodies Corporate, outside of the scope of your duties and responsibilities of your employment or in any way that is detrimental to the Company or its Related Bodies Corporate.
- 7.4 All documents, manuals, hardware and software provided for use by the Company, and any data or documents (including copies) produced, maintained or stored on the Company's computer systems or other electronic equipment (including mobile phones), remain the property of the Company.
- 7.5 Promptly upon the request of the Company, you shall deliver to the Company all Confidential Material in tangible form relating to the Company in your power, possession or control, without retaining a copy thereof.
- 7.6 If you are required by law, court order, any legislative, judicial or regulatory body, agency or authority to disclose any Confidential Material relating to the Company, you shall provide the Company with prompt notice thereof so that the Company may seek an appropriate protective order and/or waive compliance by you with the provisions hereof; provided, however, that if in the absence of a protective order or the receipt of such a waiver, you are, in the opinion of counsel for the Company, compelled to disclose Confidential Material not

otherwise disclosable hereunder to any legislative, judicial or regulatory body, agency or authority, or else be exposed to liability for contempt, fine or penalty or to other censure, such Confidential Material may be so disclosed.

8. INTELLECTUAL PROPERTY

8.1 You shall promptly disclose all Intellectual Property Rights arising or created inside or outside your working hours to the Company and at the request and expense of the Company and its Related Bodies Corporate do all things necessary or desirable to substantiate the rights of the Company in respect of such Intellectual Property Rights and to secure as far as possible that ownership is vested absolutely in the Company or any of its Related Bodies Corporate (or such other company or person as the Company or its Related Bodies Corporate may direct).

8.2 "Intellectual Property" means:

- 8.2.1 any materials, works, prototypes, Inventions ("Inventions" means inventions, ideas and improvements, whether or not patentable and whether or not recorded in any medium), discoveries, techniques, computer programs, source codes, data, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, technical information, trading business brand names, goodwill, style or presentation of goods or services, creations, inventions (or improvement upon or addition to an invention), Confidential Material (as defined herein), rights in Confidential Material, know-how and research effort which is capable of protection by or of giving rise to letters patent, trade mark, service mark, utility model, copyright, software right, design right, moral right, semi-conductor topography right, database right or other intellectual property or similar proprietary right in any part of the world whether or not capable of registration including applications and rights to apply for any of them, renew any of them or extend any of them;
- 8.2.2 whose origination or discovery you are responsible for (either alone or jointly) or involved in as part of your normal duties or other duties specifically assigned to you by the Company or its Affiliates (whether or not during your normal working hours); and
- 8.2.3 which relates to or is capable of being used in any business for the time being carried on by the Company and its Affiliates.

8.3 You agree that during the term of your employment with the Company or any of its Affiliates,:

- 8.3.1 you irrevocably waive all moral rights under the Copyright Act, 1957 (and all similar rights in other jurisdictions) which you have or may have in any existing or future works referred to in this clause.
- 8.3.2 the Company and/or its Affiliates shall be treated as the owner, both throughout the world and in perpetuity, of any Intellectual Property rights which arise during your employment pursuant to the Copyright Act, 1957 or any other applicable law.
- 8.3.3 the Company and its Affiliates shall be treated as the maker of any database for the purposes of the Copyright Act, 1957 (and all similar rights in other jurisdictions), where a database is created by you during your employment;

8.3.4 The rights and obligations of you, the Company and its Affiliates in respect of Intellectual Property shall continue in force after termination of this agreement and shall be binding upon your legal heirs and/or representatives.

8.4 You shall at the request and expense of the Company and its Affiliates:

- 8.4.1 give and supply all such information, data, drawings and assistance as may be requisite to enable the Company and its Affiliates to exploit the Intellectual Property to its best advantage; and
- 8.4.2 execute all documents and do all things necessary or desirable to vest ownership of the Intellectual Property in the Company and its Affiliates and/or to obtain patent or similar protection for the Intellectual Property in such parts of the world as the Company and its Affiliates may specify.

8.5 You hereby irrevocably appoint the Company to be your attorney to execute any instrument and do any such thing and to generally use your name for the purpose of giving the Company or its nominee the benefit of this clause. You acknowledge, in favour of a third party, that a certificate in writing signed by any Director or the Secretary of the Company that any instrument or act falls within the authority conferred by this clause shall be conclusive evidence that such is the case.

9. RESTRICTIVE COVENANTS

You agree to be bound by the restrictive covenants set forth in the Appendix to this agreement.

10. TERMINATION

10.1 Subject to clause 1.1 and to the probationary period in this contract this agreement shall be terminable by either party on giving 3 months or 65 days whichever is greater of notice in writing.

10.2 If you voluntarily resign your employment, you are expected to serve the agreed notice period, unless the Company in its absolute discretion agrees to an earlier termination date. If the Company agrees to an earlier termination date, you will not be paid for any remaining notice period for which you did not work.

10.3 If your employment is terminated by the Company, the Company reserves the right to pay you in lieu of some or all of your notice entitlement at the Company's absolute discretion, which will be calculated on your gross wages. Where the Company pays you in lieu, the termination date will be the date set out in the notice and not the date which payment is made. By signing this agreement, you expressly consent to being paid in lieu.

10.4 The Company reserves the right to terminate your employment without notice, or payment in lieu of notice, if at any time you:

- 10.4.1 are guilty of conduct which may bring you, the Company or any Affiliate into disrepute;

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- 10.4.2 fail or cease to meet the requirements of any regulatory body whose consent is required to enable you to undertake all or any of your duties under this agreement
- 10.4.3 are guilty of a serious breach of the rules and regulations of such regulatory body or of any compliance manual of the Company or its Affiliates, Regulator SOP's & Affiliates SOP;
- 10.4.4 are guilty of any gross misconduct or gross negligence affecting the business of the Company or its Affiliates;
- 10.4.5 commit any serious or repeated breach or non-observance of any of the provisions of this agreement or policies of the Company or Affiliate or refuse or neglect to comply with any reasonable and lawful directions of the Company;
- 10.4.6 are in the reasonable opinion of the Company, negligent and incompetent in the performance of your duties;
- 10.4.7 are convicted of any criminal offence (other than an offence under any road traffic legislation in India or elsewhere for which a fine or non-custodial penalty is imposed), any offence under any regulation or legislation relating to insider dealing or any offence involving moral turpitude;
- 10.4.8 are guilty of any fraud or dishonesty or acts in any manner which in the opinion of the Company brings or is likely to bring you or the Company into disrepute or is materially averse to the interests of the Company or its Affiliates; or are not entitled to work in India;
- 10.4.9 intercept a business opportunity for your own benefit instead of offering such an opportunity to the Company or Affiliate;
- 10.4.10 maliciously damaging any property of the Company or Affiliate;
- 10.4.11 falsify attendance or sickness records;
- 10.4.12 consume or distribute narcotics or alcoholic beverages on Company premises; or
- 10.4.13 commit any other offence of a similar gravity to the above examples. For the avoidance of doubt, the above is a non-exhaustive list of examples only.

- 10.5 Where the Company terminates your employment pursuant to any disciplinary action for any misconducts committed by you, the Company reserves its right to forfeit any benefits due to you or clawback any benefits provided to you under any incentive programs, variable pay plans, performance bonus schemes, etc.
- 10.6 Immediately upon termination of this agreement, or earlier on request of the Company, you shall irretrievably delete any information relating to the business of the Company and its Affiliates stored on any magnetic or optical disk or memory and all matter derived from such sources which is in your power, possession or control and deliver up to the Company all lists of customers, correspondence, documents, books, materials, records, correspondence, papers, information (on whatever media and wherever located) and other property (including any car, phone, computer, etc.) belonging to or relating to the business or affairs of the Company and its Affiliates which may be in your power, possession or control.
- 10.7 If your employment is terminated at any time by reason of reconstruction or amalgamation of the Company and its Affiliates, whether by winding up or otherwise, and you are offered employment with any undertaking involved in or resulting from such reconstruction or amalgamation on terms which (considered in their entirety) are no less favourable to any material extent than the terms of this agreement, you shall have no claim against the Company or any such undertaking arising out of or connected with such termination.

10.8 The Company shall not be liable to pay you any compensation for loss of office due to termination of your employment for any reason.

11. DATA PRIVACY

By executing this agreement, you consent to the Company's processing of all or any personal data or sensitive personal data or information. Your data will be processed in accordance with the Company's Data Privacy Notice in place from time to time. The Notice provides details of how the Company uses, collects, processes and retains your personal data, and your rights under data protection law.

12. DEBARMENT SCREENING

12.1 By signing below you hereby acknowledge and agree that (i) you are not currently, nor at any time during the past 7 years from the date of this agreement, have been debarred or proposed for debarment under any applicable law and/or otherwise disqualified, excluded or suspended from performing a clinical research study or otherwise subject to any restrictions, sanctions, or investigations by any regulatory authority or professional body, including any equivalent authority/body outside of India, with respect to the performance of scientific or clinical investigations (a "**Debarred Person**"); (ii) you have never been investigated by the Central Drugs and Standard Control Organisation or any other authority, including any equivalent authority/body outside of the India, for data fraud or in connection with any of the types of conduct referred to in the preceding subsection (i); (iii) you have not been convicted, nor are you currently under investigation for, a crime related to health care programs under applicable law; and (iv) you are not subject to any trade sanctions or restrictions issued by the Indian Government or by the US Government or any other government/authority outside of the India (including, EU Financial Sanctions) (a "**Restricted Party**").

12.2 You shall immediately notify the Company in writing if you become a Debarred Person or if any action, suit, claim, investigation, or other legal or administrative proceeding is pending or threatened, that would possibly result in your becoming a Debarred Person.

12.3 Prior to and periodically during the course of your employment, the Company, its Affiliates, or a vendor acting on behalf of the Company or its Affiliates, will conduct screening to confirm that you (i) are not a Debarred Person; (ii) have not been convicted of any crime related to the health care programs; and/or (iii) are not a Restricted Party ("**Compliance Screening**").

12.3.1 In connection with Compliance Screening, the Company, its Affiliates, or a vendor acting on behalf of the Company or its Affiliates will process your personal information, including transferring it to Affiliates, clients, and relevant service providers for these purposes.

12.3.2 Your employment with the Company is conditioned upon a Compliance Screening confirming that you are not a Debarred Person or Restricted Party. Your employment with the Company will be terminated effective immediately and without notice in the event that a Compliance Screening provides information confirmed by the Company indicating that you are a Debarred Person or a Restricted Party.



Mr. Javed Nainar
Lead Clinical Data Science Programmer
ISS

ICON Clinical Research India
Private Limited
Chennai CINE IT Park
North Block - 4th Floor
Palavaram - Thorapakkam
200 feet Road
Thorapakkam
Chennai-600097

Tel: +91 44 4390 2800
Web: ICONslc.com
Email: Info@iconslc.com

Re: Statement of Employment

12 December 2024

Dear Javed,

With reference to your resignation letter dated 15 November 2024, we hereby accept your resignation and would like to confirm that you have been working in our company from 8 January 2024 to 15 November 2024.

ICON is a company that performs clinical trials, including clinical research, biometrics, interactive technologies, laboratory, and clinical pharmacology and consulting services.

We would like to thank you for your time and contribution to ICON and wish you the very best in your future endeavours.

Yours sincerely,

Ramesh

Ramesh Natrayan
Senior HR Advisor, Service Centre

ICON A Symbol of Excellence					
ICON CLINICAL RESEARCH INDIA PRIVATE LIMITED Chennai One IT Park Floor 4 , North Block B-Pallavaram ·Thoraipakkam 200 Feet Road,Chennai -97					
PAYSPLIT FOR THE MONTH OF AUGUST 2024					
Emp Code	00155729	Emp Name	Javed Nainar		
Department	DOCS Operations Staff	Cost Center		PF No.	TN/MAS/51531/1014352
Location	Chennai	Designation	Lead Clinical Data Science Programmer	ESI No.	
Date of Birth	03-03-1979	Bank A/c No	00771610183687	Pan No.	AHJPJ4790N
Date of Joining	08-01-2024	Gender	M	EPS No.	
UAN	100835590344				
Regime Type New Regime					
Earnings	Amount	YTD	Deductions	Amount	YTD
BASIC	76,667.00	3,83,335.00	Provident Fund	9,200.00	46,000.00
House Rent Allowance	38,333.00	1,91,665.00	Professional Tax	417.00	1,250.32
Children Education Allowance	200.00	1,000.00	Income Tax	29,630.00	1,48,150.00
Leave Travel Concession	5,000.00	25,000.00			
Special Allowance	62,267.00	3,11,335.00			
Total Earnings	1,82,467.00	9,12,335.00	Total Deductions	39,247.00	1,95,400.32
Net Pay : <u>Rs. 1,43,220.00</u> In Words <u>Rupees One Lakh Forty Three Thousand Two Hundred and Twenty Only.</u>					

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 <p>ICON A Symbol of Excellence</p>		ICON CLINICAL RESEARCH INDIA PRIVATE LIMITED Chennai One IT Park Floor 4 , North Block B-Pallavaram -Thoraipakkam 200 Feet Road,Chennai -97			
PAYSPLIT FOR THE MONTH OF SEPTEMBER 2024					
Emp Code	00155729	Emp Name	Javed Nainar		
Department	DOCS Operations Staff	Cost Center		PF No.	TN/MAS/51531/1014352
Location	Chennai	Designation	Lead Clinical Data Science Programmer	ESI No.	
Date of Birth	03-03-1979	Bank A/c No	00771610183687	Pan No.	AHJPJ4790N
Date of Joining	09-01-2024	Gender	M	EPS No.	
UAN	100835590344				
<hr/>					
Regime Type	New Regime				
<hr/>					
Earnings	Amount	YTD	Deductions	Amount	YTD
BASIC	76,667.00	4,60,002.00	Provident Fund	9,200.00	55,200.00
House Rent Allowance	38,333.00	2,29,998.00	Professional Tax	0.00	1,250.32
Children Education Allowance	200.00	1,200.00	Income Tax	27,030.00	1,75,180.00
Leave Travel Concession	5,000.00	30,000.00			
Special Allowance	62,267.00	3,73,602.00			
Total Earnings	1,82,467.00	10,94,802.00	Total Deductions	36,230.00	2,31,630.32
<hr/>					
Net Pay : <u>Rs. 1,46,237.00</u> In Words <u>Rupees One Lakh Forty Six Thousand Two Hundred and Thirty Seven Only.</u>					
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ICON A Symbol of Excellence					
ICON CLINICAL RESEARCH INDIA PRIVATE LIMITED Chennai One IT Park Floor 4 , North Block B-Pallavaram ·Thoraipakkam 200 Feet Road,Chennai -97					
PAYSPLIT FOR THE MONTH OF OCTOBER 2024					
Emp Code	00155729	Emp Name	Javed Nainar		
Department	DOCS Operations Staff	Cost Center		PF No.	TN/MAS/51531/1014352
Location	Chennai	Designation	Lead Clinical Data Science Programmer	ESI No.	
Date of Birth	03-03-1979	Bank A/c No	00771610183687	Pan No.	AHJPJ4790N
Date of Joining	08-01-2024	Gender	M	EPS No.	
UAN	100835590344				
Regime Type New Regime					
Earnings	Amount	YTD	Deductions	Amount	YTD
BASIC	76,667.00	5,36,669.00	Provident Fund	9,200.00	64,400.00
House Rent Allowance	38,333.00	2,68,331.00	Professional Tax	208.33	1,458.65
Children Education Allowance	200.00	1,400.00	Income Tax	27,030.00	2,02,210.00
Leave Travel Concession	5,000.00	35,000.00			
Special Allowance	62,267.00	4,35,869.00			
Total Earnings	1,82,467.00	12,77,269.00	Total Deductions	36,438.33	2,68,068.65
Net Pay : <u>Rs. 1,46,028.67</u> In Words <u>Rupees One Lakh Forty Six Thousand and Twenty Eight Rupees and Sixty Seven Paise Only.</u>					

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12/19/24, 9:30 PM

Ministry Of Corporate Affairs - MCA Services

Ministry Of Corporate Affairs

Date : 19-12-2024 9:30:30 pm

Company Information

CIN	U74110TN2004PTC054137
Company Name	ICON CLINICAL RESEARCH INDIA PRIVATE LIMITED
ROC Name	ROC Chennai
Registration Number	054137
Date of Incorporation	02/09/2004
Email Id	indiafinance@iconplc.com
Registered Address	CHENNAI ONE IT PARK, North Block Block B,4th Floor Pallavaram-Thoraipakkam 200 Feet Road,Th, oraipakkam, Chennai, Chennai, Tamil Nadu, India, 600097
Address at which the books of account are to be maintained	-
Listed in Stock Exchange(s) (Y/N)	No
Category of Company	Company limited by shares
Subcategory of the Company	Non-government company
Class of Company	Private
ACTIVE compliance	ACTIVE Compliant
Authorised Capital (Rs)	10,00,000
Paid up Capital (Rs)	1,00,000
Date of last AGM	27/09/2024
Date of Balance Sheet	31/03/2024
Company Status	Active

Jurisdiction

ROC (name and office)	ROC Chennai
RD (name and Region)	RD, Southern Region

Index of Charges

12/19/24, 9:30 PM

Ministry Of Corporate Affairs - MCA Services

No Records Found

Director/Signatory Details

Sr. No	DIN/PAN	Name	Designation	Date of Appointment	Cessation Date	Signatory
1	06566759	BHAGYARAJ JAGANATHAN	Director	26/09/2014	-	Yes
2	07570067	ALAN SHEEHAN MICHAEL	Director	18/07/2016	-	Yes
3	09835644	DENZIL GEORGE BENJAMIN	Director	26/12/2022	-	Yes