

July 10, 2013



GlaxoSmithKline

Personal & Confidential

Mr Zaheerullah Pathan Khan

**S/O Masthan Khan, D/No: 18-4-8, Syeed Khan Street,
Oppos Swarnandra Hotel Lane,
Br Stadium Road, Guntur,
Andhra Pradesh: 52201
Emp No: 213831**

**GlaxoSmithKline
Pharmaceuticals Limited**
Regd. Office: GSK House,
Dr. Annie Besant Road,
Worli, Mumbai - 400030.

Tel: +91 22 2495 9595
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Dear Zaheerullah,

With reference to your application and the subsequent interviews, we have pleasure in offering you an appointment in our **SE Grade**. You will be posted as **Sales Executive, Biologicals** in **Pharmaceuticals Sales and Marketing at Guntur**. Your appointment will take effect from the date of your joining the Company. This should not, in any case, be later than **03 June 13**.

Your appointment will be on the following terms and conditions:-

1. You will be paid a **Basic Salary of ₹. 17,000/- per month**.

You will also be paid an **Additional Allowance of ₹. 2000/- per month**, which will be subject to adjustment under other heads of remuneration at a later date.

You will be on probation for a period of six months, which may be extended at the discretion of the Company. You shall be deemed to be on probation until a letter of confirmation is issued to you.

2. Other perquisites and allowances applicable to your level are listed in the Annexure.
3. There are no fixed annual increments in the scale. The Company follows a system of annual appraisal of performance in the job and adjustments to the basic salary, if any, depend on such assessments.
4. The company will contribute 12% of your basic salary to your Provident fund account you will be a member of Provident fund scheme as is applicable to you within company rules
5. You will receive an Allowance in lieu of Superannuation, equivalent to 15% of your monthly basic salary. This will be paid along with the salary every month as a taxable amount.
6. You will be eligible for Gratuity in accordance with the Company's rules in force as applicable to you.
7. Your date of birth with the company is recorded as 04 March 84 and you will be required to retire from the service of the Company at the end of the last month in which you complete sixty years.

You will not, under any circumstances, ask for any change, favourable to you, in your date of birth, recorded by the Company at the time of your appointment on the basis of the statements and documents submitted by you.

Zaheerullah Khan

8. It is a condition of your appointment that your service can be utilised at any place in India as the Company may decide from time to time.
9. You will devote yourself exclusively to the business and affairs of the company and will attend at the place of business to which you may be assigned during usual and customary working hours. You will not absent yourself from such place without leave except in the case of illness or accident incapacitating you from attending to your duties. In such case you will notify the Company immediately and furnish such evidence thereof as the Company may require.
10. You will not at any time without the consent in writing of the Company, during the term of your service with the Company or after the termination of service by notice, discharge or otherwise make known or divulge in any manner whatsoever any information which, while in the service of the Company or of its parent or any subsidiary or associated companies, you have acquired as secret information concerning technical processes, patents, transactions, finances or affairs of any of the aforementioned companies. In addition, you shall be bound by the decision of the Company in regard to publications written or otherwise, of any work with which you may be associated. It is, however, mutually agreed that this undertaking shall in no way affect your right to make use of the general knowledge and skill which you have acquired in the service of the Company or of its parent or any subsidiary or associated companies.
11. During the continuance of your appointment, you will not work on commission or manage or assist or work for wages or gain or take employment or be concerned directly or indirectly in any other business.
12. If you or your dependant family members have a financial / gainful interest in any business firm and such a firm proposes to do business with the Company, then it would be obligatory on your part to make a written declaration to this effect to the Company and obtain its prior approval before any business deal is entered into.
13. If at anytime you are certified by the Company's medical officer to be unfit for the duties for which you have been engaged, it will be open to the Company to terminate your services with two months' notice, or two months' salary in lieu of notice. In such case you will not be entitled to any further payments from the Company except the amounts that may be due to you under the Company's rules in force for your grade.
14. If at any time you by your conduct render yourself incompetent to perform your duties (such incompetence to be determined by the Company) or if you be dishonest, disobedient, intemperate, irregular in attendance at work or otherwise misconduct yourself, or commit any breach of these terms or the stipulations herein contained on your part, the Company may terminate the employment forthwith without any notice and may deduct from any salary then due to you such sums as in the opinion of the Company may be equivalent to any loss the Company may have sustained in consequence of your acts.
15. You will comply with and be subject to all of the Company's SOPs, guidelines, rules and regulations for the time being in force and as varied from time to time.
16. After confirmation, the Company may, at any time and without assigning any reason, terminate this appointment by giving not less than two months' notice or salary in lieu thereof.

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17. After confirmation, you may at any time resign from the services of the company upon giving not less than two months' notice in writing.

On submitting your resignation with the required notice period as provided for herein, the Company will, however, be within its right to accept the same from any date at its sole discretion in which event you will be paid salary for the unexpired portion of the notice period, if any.

18. The personal and background information submitted by you at the time of joining will be verified by an external agency. On verification, if any of this information is found to be false, incorrect or given by way of fraudulent misrepresentation or in violation of the laws applicable, from time to time, you will be liable to be dismissed from the services of the Company, apart from the Company's right to initiate / take criminal action against you as per law.

19. A booklet containing the GlaxoSmithKline "Code of Conduct" and a copy of GSK Anti-Bribery and Corruption Policy (POL-GSK-007) is enclosed herewith containing provisions that you will abide by and adhere to while in the employment of the Company.

20. **CONFIDENTIALITY:** During the period of your employment with GSK, you will be dealing with certain Confidential Information including but not limited to Sensitive reports, Agreements, Financial and Accounting figures, Business strategy, Market data, Marketing information, Competitive information and all other information, Trade secrets, Product information which are confidential in nature and any other information or materials (regardless of form or manner of disclosure) that a reasonable person, familiar with the business and the industry in which it operates, should realize are of a confidential or proprietary nature ,("Confidential Information").

GSK considers and you acknowledge that the Confidential Information is the proprietary and confidential property of GSK. Accordingly you hereby agree as under:

You acknowledge that all Confidential Information concerning the business of GSK, it's subsidiary Companies and any other Person with whom GSK or any of it's subsidiary companies may deal with, or any of their clients or agents acquired, received or made by you during the course of your employment shall be the property of GSK and you agree and undertake that you shall not, during or after the termination of your employment, divulge or disclose or make known or otherwise make use of (and shall use your best endeavours to prevent the publication or disclosure of) the Confidential Information to any Person, within or outside GSK, except and only to the extent permitted in the course of your employment with GSK.

You further agree not to remove any Confidential Information in any form whatsoever from the premises of GSK nor copy or transmit the same, nor will grant permission to, assist, permit entry to, or in any manner co-operate with any Person for the purpose of accessing, obtaining, copying transmitting or removing all or any of the Confidential Information. You will also observe all the confidentiality measures which are in existence as per GSK Policy..

Your obligations under this contract by their nature and content, are intended to survive the completion, rescission, termination or expiration of this contract shall survive the termination of your employment with GSK regardless of the manner of or reasons for such termination, and regardless of whether such termination constitutes a breach of this contract or of any other agreement you may have with GSK.

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All communication, document, notes etc, in any form whatsoever, of any Confidential Information shall be returned unconditionally by you to someone duly authorised in that behalf on termination / cessation of your employment or at the request of the Board of Directors of GSK at any time during the course of his employment.

GSK shall be entitled to seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting a bond or security and may terminate your services without prejudice to such other rights as may be available under this Agreement or under applicable law.

Kindly signify your acceptance of all the terms and conditions herein, as also in confirmation of your Agreement to adhere to the provisions of the GlaxoSmithKline Code of Conduct and GSK Anti-Bribery and Corruption Policy (POL-GSK-007), by signing the duplicate copy of this letter and returning the same to us within ten days (10) from the receipt thereof.

With best wishes,

Yours faithfully,

For **GLAXOSMITHKLINE PHARMACEUTICALS LIMITED**


Biplob Banerjee
General Manager HR

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ANNEXURE (Sales Executive Grade)

The following GlaxoSmithKline perquisites and facilities will apply to you, as relevant to your specific Job Level.

1. Allowances –

1.1. House Rent Allowance (per month)	Rs. 5,000
1.2. Education Allowance (per month)	Rs. 920
1.3. Conveyance Allowance (per month)	Rs. 1,800
1.4. Leave Travel Allowance (per annum)	Rs.19,320

2. Telephones –

Reimbursement for use of telephones will be based on business requirements. The Functional Head will decide from time to time, the limits of such reimbursements and convey the same to you directly.

3. Medical –

- 3.1. On confirmation, you and your family will be covered under a Hospitalisation Insurance policy- the extent of coverage in any one year will be Rs.1 lac per family.
- 3.2. You and your immediate family (spouse and dependant children) will also be entitled to reimbursement of expenditure for domiciliary treatment upto Rs.9,000 per annum.

4. Accident Insurance –

You will be covered under a Group Accident Insurance Scheme, which provides for compensation in the event of death or permanent disablement, upto a maximum benefit of Rs.7.50 lacs.

5. Two- Wheeler Loan –

You may avail of a Company loan to purchase a two – wheeler subject to your fulfilling the eligibility criteria.

6. Leave -

- 6.1. There is no entitlement for Sick Leave or Emergency Leave. Such leave will be granted at the discretion of the management, depending on the exigencies of the situation.
- 6.2. On completion of every year of service, you will be entitled to 30 calendar days of Privilege Leave. You may exercise an option of encashment, details of which are provided in the Privilege Leave Scheme.
- 6.3. All other leave provisions will be governed by the GlaxoSmithKline leave rules for Management Staff.

Please signify your acceptance by signing the duplicate copy of this Annexure and returning the same to us.

Zahid Khan

Code of Conduct

1. PURPOSE

It is vital to the financial success of GlaxoSmithKline that we conduct our business with honesty and integrity and in compliance with all applicable legal and regulatory requirements. This Code of Conduct sets out the fundamental standards to be followed by employees in their everyday actions on behalf of the Company. Further guidance on the Company's standards in specific areas will be provided through related corporate policies and guidelines.

2. SCOPE

This policy applies to all GSK employees world-wide, within all sectors, regions, areas and functions.

3. POLICY

Each GlaxoSmithKline employee must:

- 3.1 Conduct the Company's business with honesty and integrity and in a professional manner that protects the Company's good public image and reputation.
- 3.2 Build relationships with customers, vendors and fellow employees based on trust and treat every individual with respect and dignity in the conduct of Company business.
- 3.3 Become familiar with and comply with legal requirements and Company policy and procedures.
- 3.4 Avoid any activities that could involve or lead to involvement in any unlawful practice or any harm to the Company's reputation or image.
- 3.5 Avoid actual or potential conflicts of interests with the Company, or the appearance thereof, in all transactions.
- 3.6 Provide accurate and reliable information in records submitted, safeguard the Company's confidential information, and respect the confidential information of other parties with whom the Company does business or competes.
- 3.7 Promptly report to the Company any violations of law or ethical principles or Company policies that come to the employee's attention, and cooperate fully in any audit, enquiry, review or investigation by the Company.
- 3.8. Provide the Company's External Auditor with access at all times to the Company's records and accounts (in whatever form they are held) and provide additional information as requested by the External Auditor. If such requested information is legally privileged the employee must contact the Legal Department before responding to the request.

4. RESPONSIBILITY

- 4.1 All employees must uphold these standards in the conduct of Company business and the Company must handle, in a manner consistent with these standards and related policies, all actual and apparent conflicts of interest between personal and professional relationships and all other matters governed by this Code and such related policies. If a decision about a particular action is not covered specifically by this Code or related corporate policies, employees are required to seek guidance from their supervisor or appropriate internal resources, such as the Legal Department, Human Resources or Compliance Officers.
- 4.2 Senior management should be a role-model for these standards by visibly demonstrating support and by regularly encouraging adherence by managers. Managers should ensure all their employees receive guidance, training and communication on ethical behaviour and legal compliance relevant to their duties for the Company.
- 4.3 Failure by any employee to comply with this or any GSK policy will subject employees, including supervisors who ignore prohibited conduct, or have knowledge of the conduct and fail to correct it, to disciplinary action up to and including separation from employment with the Company.
- 4.4 When in doubt as to the correct action to take, ask the following question. "Would I feel comfortable in explaining this action to my family or close friends or seeing my action reported on the front page of the local newspaper?" The Company is best served when each employee's answer to this question is an unqualified, "Yes."

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Annexure

GSK ANTI-BRIBERY AND CORRUPTION REQUIREMENTS TO BE ABIDED BY THE EMPLOYEE

1. The GSK Anti-Bribery and Corruption Policy (POL-GSK-007) requires compliance with the highest ethical standards and all anti-corruption laws applicable in the countries in which GSK (whether through a third party or otherwise) conducts business. POL-GSK-007 requires all GSK employees and any third party acting for or on behalf of GSK to ensure that all dealings with third parties, both in the private and government sectors, are carried out in compliance with all relevant laws and regulations and with the standards of integrity required for all GSK business. GSK values integrity and transparency and has zero tolerance for corrupt activities of any kind, whether committed by GSK employees, officers, or third-parties acting for or on behalf of the GSK.

EMPLOYEE shall comply with the following:

1. The EMPLOYEE shall comply fully at all times with all applicable laws and regulations, including but not limited to applicable anti-corruption laws of the Country.
2. The EMPLOYEE agrees that he/ she has not, and covenants and that he /she will not, during his / her course of employment with GSK, directly or indirectly, promise, authorise, ratify or offer to make or make any "payments" of "anything of value" (as defined in the glossary section) to any individual (or at the request of any individual) including a "government official" (as defined in the glossary section) for the improper purpose of influencing or inducing or as a reward for any act, omission or decision to secure an improper advantage or to improperly assist him/ her or GSK in obtaining or retaining business.
3. The EMPLOYEE agrees that he / she has not, and covenants and that he / she will not, during his / her course of employment with GSK, directly or indirectly, promise, authorise, ratify or offer to make or make any "facilitating payments" (as defined in the glossary section) to any individual (or at the request of any individual) including a "government official" (as defined in the glossary section).
4. The EMPLOYEE shall not contact, or otherwise meet with any government official otherwise as required as part of his / her job responsibilities during his / her course of employment with GSK.
5. The EMPLOYEE represents that he / she has not been convicted of or pleaded guilty to a criminal offence, involving fraud or corruption..
6. The EMPLOYEE represents and warrants that except as disclosed in writing: (1) he / she does not have any interest which directly or indirectly conflicts with its proper and ethical performance during his / her course of employment with GSK; and (2) he / she shall maintain arms length relations with all third parties (including government officials) with which he /she deals for or on behalf of GSK or in course of employment with GSK.

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7. The EMPLOYEE shall ensure that all transactions done during his / her course of employment with GSK are properly and accurately recorded in all material respects on its books and records and each document upon which entries such books and records are based is complete and accurate in all material respects. The EMPLOYEE must maintain a system of internal accounting controls reasonably designed to ensure that he / she maintains no off-the-books accounts.

8. The EMPLOYEE agrees that GSK may make full disclosure of information relating to a possible violation of the terms of these Anti Bribery and Corruption Requirements at any time and for any reason to any competent government bodies and its agencies, and to whomsoever GSK determines in good faith has a legitimate need to know.

GLOSSARY

The terms defined herein should be construed broadly to give effect to the letter and spirit of POL-GSK-007.

Anything of Value: this term includes cash or cash equivalents, gifts, services, employment offers, loans, travel expenses, entertainment, political contributions, charitable donations, subsidies, per diem payments, sponsorships, honoraria or provision of any other asset, even if nominal in value.

Facilitating Payments: otherwise known as "greasing payments" shall mean a payment to an individual to secure or expedite the performance of a routine government action by government officials.

Government Official shall mean: (i) Any officer or employee of a government or any department, service provider or instrument of a government; (ii) Any person acting in an official capacity for or on behalf of a government or any department, service provider, or instrument of a government; (iii) Any officer or employee of a company or business owned in whole or part by a government; (iv) Any officer or employee of a public international organisation such as the World Bank or United Nations; (v) Any officer or employee of a political party or any person acting in an official capacity on behalf of a political party; and/or (vi) Any candidate for political office.

Payments: this term refers to and includes any direct or indirect offers to pay, promises to pay, authorisations of or payments of anything of value."

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