

April 11, 2018

Swapnil S Mandole
C-503, Lodha Park, Sandap village
Near Manpada Petrol Pump
Dombivli (E), Mumbai

APPOINTMENT LETTER

Dear Swapnil,

We have pleasure in offering you employment with Johnson & Johnson Private Ltd, (referred to from now as "the Company"), which is part of the Johnson & Johnson Family of Companies, on the following terms and conditions. In accepting this offer, your employment with us will commence on or before **April 11, 2018**.

Position

You will be employed in the position of **Assistant District Manager**, reporting to the Regional Sales Executive or such other appropriate reporting position(s) as determined by the Company. You are required to carry out all duties and instructions of the Company (including performing duties for any affiliated Johnson & Johnson Company) in a prompt and efficient manner at any location as required from time to time.

You are required to comply with and carry out all lawful and reasonable directions and rules given by the Company from time to time and you are required to diligently and faithfully carry out to the best of your ability and skill your duties and responsibilities to promote, improve and further the business and interests of the Company. The Company reserves the right to redesignate your role / position.

Probationary Period

Your employment will be subject to a probationary period of **6 Months**. During this probationary period your performance with us will be reviewed. At any time during the probationary period, this contract may be terminated by either party on one month's notice and without assigning any reason, or by the Company by making a payment of one month's Basic Salary in lieu of notice or part thereof. In this instance, no reason for termination will need to be specified by either party. Your probation period can be extended by the Company in its sole discretion. Unless a confirmation letter is issued you shall be deemed to be in a probation period.

Location and Transfer

Your immediate place of work or location shall be **Mumbai**. During your engagement with the Company, your duties may be varied from time to time and your services may be transferred, either temporarily or permanently to any other location of the Company, at the discretion of the Company or to any affiliates or subsidiaries or related Company or any of our or their branches and you shall comply with all directions and instructions in that behalf.

Compensation and Benefits

Your compensation and benefits details are set out in the Appendix.

Working Hours

Your average ordinary working hours will be in accordance with Company policy. There is an expectation that you may be required to work a reasonable number of additional hours where required or requested by your manager or due to requirements of the business.



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Corporate Office : Arena Space, Off JVLR, Behind Majas Depot, Jogeshwari (E), Mumbai 400 060, India
T: +91 22 6664 6464 F: +91 22 6671 8200

Registered Office : Johnson & Johnson Private Limited, L.B.S. Marg, Mulund (W), Mumbai 400 080.
T: +91-22-2564 4441 F: +91-22-2564 3410
Web: www.jnjindia.com CIN: U33110MH1957PTC010928

Leave

You will be eligible for leave as per applicable Company leave policies as replaced, amended or varied from time to time. These policies can be found on the Company's intranet site. However, please be aware that the Company policies and procedures referred to in this clause and any other policies of the Company elsewhere provided, or referred to, do not form part of your individual contract of employment.

Retirement

The normal retirement age as per Company policy is 60 years of age. You will automatically retire at the end of the month in which you attain the age of 60 years and that no further notice to you will be necessary in this regard. However, the Company may, in its sole, absolute and uncontrolled discretion require you to retire at any age after 50 years without assigning any reason and the decision of the Company in this behalf shall be final, conclusive and binding on you.

Confidentiality

You will not, either during or after your employment, use or disclose to any person or organisation any Confidential Information, except:

- (a) in the proper performance of your responsibilities and duties;
- (b) if you are compelled by law and have used every lawful means available to you to prevent disclosure; or
- (c) if you have been authorised in writing by the Company to do so.

You shall immediately deliver to the Company all Confidential Information capable of delivery upon the termination of your employment; or at any time on the request of the Company or its nominee.

Confidential Information includes all information regardless of the manner in which it is recorded or stored, including but not limited to information in an electronic form, relating to the business interests, methodology or affairs of the Company or any other member of Johnson & Johnson Family of Companies, or any person or entity which the Company or any other member of Johnson & Johnson Family of Companies deals or is concerned with which is not within the public domain.

Intellectual Property

You acknowledge and agree that all Intellectual Property developed, created or conceived by you during your employment with the Company, is and will be the sole and exclusive property of the Company. You further acknowledge and agree that:

- (a) full right, title and interest in and to copyright works created by you will vest in the Company immediately on creation;
- (b) full right, title and interest in all other Intellectual Property is assigned to the Company by you;
- (c) you shall promptly execute all documents and do all things necessary to vest or assign full right, title and interest in the Intellectual Property in and to the Company;

Intellectual Property means patents, trademarks, copyright, and designs, whether registered or unregistered, and software developments, computer programs, eligible layout rights, know-how, processes, inventions and improvements in procedure made or discoveries conceived.

Suspension

The Company has the right to suspend your employment to investigate any allegation of misconduct that may be made against you.

Termination of employment

Your employment may be terminated at any time by either party giving one month's written notice or payment in lieu of notice. Payment in lieu of notice will be calculated on Monthly Fixed Compensation.



If you serve written notice of your intention to terminate your employment, the Company may:

- (a) elect to make a payment to you for the unexpired portion of the notice period; and relieve you earlier;
- (b) require you to continue to perform your usual duties or such work that is within the scope of your usual duties until the expiration of the notice period; or
- (c) not require you to perform your usual duties but be contactable and available to the Company should the management require you to come to work to perform your usual duties until the expiration of the notice period.

During the notice period, you must not work as an employee, contractor or officer for any other person or Company without the Company's prior written consent.

Termination without notice

The Company may terminate your employment without notice, if you:

- (a) after due inquiry, are found to have committed an act of misconduct that is inconsistent with the fulfilment of the express or implied conditions of the employee's service including but not limited to dishonesty, serious misbehaviour and or not obeying the lawful reasonable instructions of management of the Company;
- (b) have wilfully breached an express or implied term or condition of employee's employment agreement or other agreements e.g., secrecy agreement or confidential information agreement
- (c) are charged with a criminal offence which, in the opinion of the Company, may bring the Company into disrepute;
- (d) are in serious breach of the employment contract or is in serious violation of the Company work rules including any of Company policies including and without limitation, Policy on Business Conduct, Health Care Compliance policies, email use and internet access policy, non-smoking policy, equal employment opportunity and non-discrimination policy and other such Company policies that might be amended by the Company from time to time
- (e) are absent from work, without good cause, for seven days or more, without prior leave from the Company, without justified reasons, or without informing or attempting to inform the Company at the earliest opportunity during such an absence
- (f) deliberately damage or abuse any machinery, tool, raw materials, product or other property of the Company

Other Terms and Conditions

You are required to abide by all Company policies and procedures as replaced, amended or varied from time to time. These policies can be found on the Company's intranet site and include, but are not limited to; Company's Policy on Business Conduct, Occupational Health and Safety, Equal Employment Opportunity, Non Discrimination and Harassment. However, please be aware that the Company policies and procedures referred to in this clause and any other policies of the Company elsewhere provided, or referred to, do not form part of your individual contract of employment.

Data Privacy

You consent to the Company collecting, using and disclosing your personal information to third parties (including, without limitation, to providers of superannuation, insurance, payroll, finance and human resource services) including transferring such information to third parties overseas and other members of Johnson & Johnson Family of Companies for the purpose of your employment and only for purposes related to your employment and in compliance with Data Privacy policies of the Company.

Conflict of Interest

You shall devote your whole time and attention exclusively to your duties and obligations towards the Company/ organization and will not do any other direct/ indirect business or work whether paid or unpaid,



except with the written permission of the Company in each case. You shall not seek membership of any local or public bodies without first obtaining written permission from the Company.

Return of Company Property

On cessation of your employment with the Company you must immediately return all property of the Company, affiliates, customers and/or clients. This will include but not be limited to original copies of reports, working papers, training manuals and equipment, security cards, credit cards, computer storage devices, items and records of every description and motor vehicle and keys (if applicable) and you will be required to confirm in writing that you have complied with this requirement.

Deductions

During employment or upon termination of employment for any reason the Company may deduct from your pay (including leave entitlements) any overpayments, outstanding debts, the value of any unreturned property or moneys owed by you to the Company or its affiliates / clients . Final pay is made in the next available pay cycle after all company property is returned to the company.

Non Compete and Restraint Agreement

The Employee recognises that the Employee will, during the course of employment with the Company have access to confidential information as described in this Agreement and deal with the Company's key clients, customer and supplier contacts ('proprietary interests'). In recognition of the importance of these proprietary interests and confidential information, the business relationships, and in consideration of this offer of employment, the compensation payable under and the beneficial terms of this agreement, the Employee agrees to be bound by the restrictive covenants under this clause in the event that the Employee's employment with the Company is terminated for any reason.

(a) You acknowledge and agree that you will not, either directly or indirectly, for a period of 18 months after ceasing employment with the Company, either for yourself or on behalf of any other person or company, employ or engage, or offer employment or engagement, or cause employment or other engagement to occur or to be offered, to any person who, at any time during the term of this agreement, shall have been an employee of the Company or any other related or subsidiary company.

(b) For a period of 18 months immediately after ceasing employment with the Company, you will not, directly or indirectly, without the written permission of the Company:

- i. be engaged as an employee, contractor, officer or director by, or act as an agent, representative, distributor, supplier or consultant for any entity that operates a business supplying products that compete with the category or group of products/brands you worked on/oversaw in the last 18 months in India;
- ii. induce or attempt to induce or encourage any customer of the Company to buy products from any competitor of the Company.

(c) You agree that you consider the restraints in this clause to be reasonable in all the circumstances and necessary to adequately protect the Company's proprietary interests, in addition to your express and implied confidentiality obligations. The restraints above are separate covenants. If any part of the restraints are held to be unenforceable or illegal, this will not affect the remainder of the clause.

Continuation of Terms

The terms and conditions contained in this document will continue to apply (as far as they are able) should your position change or if there is any alteration in the duties or responsibilities of your position.

Conditions of offer

This offer is made on the condition and understanding that the information provided and statements made by you throughout interviews and discussions with the Company, are true and accurate and that you have



fully disclosed information which should be considered by the Company and which may impact on this offer or upon your future employment with us.

This offer of employment is also conditional upon the following:

- (a) Successful completion of any background check and security clearance check (where applicable).
- (b) You are legally able to commence employment with the Company in India; and
- (c) You are under no obligation to anyone, including any former employer, which prevents you from entering into this Agreement or restricts the activities or duties which may be assigned to you by the Company.

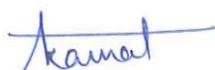
Understanding

By signing this letter you acknowledge that no representations or statements (written or verbal) made by the Company outside those contained in, or referred to in this letter (including attachments) have been relied upon by you in any way.

Please acknowledge your acceptance of the terms and conditions of your employment by signing the acceptance where indicated below and returning a signed copy to me in the enclosed envelope.

I look forward to receiving your acceptance of this offer and welcoming you to our team.

Yours sincerely,



Anoop Kamat
Head of Talent Acquisition

on behalf of Johnson & Johnson Pvt. Ltd.

501, Arena Space, Off Jogeshwari – Vikhroli Link Road (JVLR),
Behind Majas Depot, Jogeshwari (EAST), Mumbai – 400060.

I accept this offer of employment with the Company on the terms and conditions of employment included in this letter.

Signed:

Date:

Swapnil S Mandole



APPENDIX
Compensation & Benefits details (In Rupees)

Details (refer to note below for explanation)	Value (INR) per annum	Payout frequency
Basic	340,000	Paid monthly
House Rent Allowance (HRA)	170,000	Paid monthly
Special Allowance	83,800	Paid monthly
Leave Travel Allowance	52,000	Paid monthly
Conveyance Allowance	19,200	Paid monthly
Medical Reimbursement / Allowance	15,000	Annual reimbursement
Annual Guaranteed Cash	680,000	
Provident Fund	40,800	
Gratuity	16,354	
Annual Fixed Compensation	737,154	

All references to monetary amounts are subject to deductions as per taxation and other applicable laws from time to time.

Basic

This is the basic compensation given to you for your services provided to the organisation. Other heads of compensation like Retirement benefits are linked to it. This is credited to your salary account every month. You are eligible for it from the first day of joining. This is fully taxable.

House Rent Allowance

House Rent Allowance is a salary component that is paid to enable you to pay for your house rent. This is credited to your salary account every month. You are eligible for it from the first day of joining. The existing tax laws of the country relating to exemption apply to this component.

Conveyance Allowance

Conveyance Allowance is given to cover expenses on travel within your base location. If you are eligible for the Company Leased Car (OYOC) policy, you will not be paid this allowance. This allowance is paid with your monthly salary. This allowance is taxable in accordance with relevant taxation laws.

Special Allowance

The Special Allowance will be paid along with your Monthly salary and will be subject to Income Tax. Please note that it will not attract any statutory obligations like Provident Fund etc.

Please note that the Management is at full liberty to withdraw the Special Allowance at its sole discretion

Medical Reimbursement

You will be eligible to receive reimbursement of medical expenses for yourself and family members (in accordance with Company policy) up to a maximum of the amount mentioned per annum i.e. April to March and subject to submission of satisfactory supporting documentation. Your entitlement for the first financial year will be on pro-rata basis from the date of joining. The limit mentioned cannot be carried forward to the next year.



Medical reimbursement is subject to tax exemptions as per Income Tax rules. If the reimbursement is not claimed with supporting documents as per rules of the Company during the year i.e. April to March, this amount will be cashed out in March and will be subject to Income Tax.

Leave Travel Assistance (LTA)

This monthly allowance is for holiday expenses incurred during the year [April – March] for travel within India. Your entitlement for the first financial year will be on pro-rata basis from the date of joining. This component when substantiated with expense bills provides you a tax exemption as per Income Tax rules.

Provident Fund

You will be eligible to participate in the Provident Fund Scheme. The Company and employees contribute 12% of annual basic salary towards this scheme in accordance with statutory requirements.

Gratuity

Gratuity is a one-time payment made to an employee leaving the Company. Any permanent employee who has completed 5 years continuous service in the Company is eligible for this benefit, subject to Tax rules.

Insurances

You will be eligible for Life Insurance in accordance with Company policy and insurance plans held by the Company. You will be eligible for hospitalisation benefit insurance in accordance with Company policy and insurance plans held by the Company provided you are not covered by the Employee State Insurance Corporation scheme.

Group Mediclaim and Health & Wellbeing initiatives are provided to support you in the course of employment.

The above allowances and benefits are all subject to the rules of Company policies which may be varied, amended, withdrawn at any time.

