

Ref: HR/apt/1014

Date: 07.07.2016

Mr. Anindya Chakraborty,
9 Ramchandra Palli,
Silpara, Behala
Kolkata
West Bengal 700008

Dear Mr. Chakraborty,

Ascensia Diabetes Care India Private Limited hereby offers an appointment to you as **Territory Executive**, in our Organizational Unit Mumbai, based at **Kolkata**, in the **Grade E9** with effect from the Effective Date (as defined below), subject to the following terms and conditions:

1. Your appointment will commence on **11.07.2016**
2. You will be on probation for a period of six months. Should we think it necessary, the period of probation may be extended. During the period of probation/training, your services will be subject to termination by the Company, by giving you 15 days' written notice or payment in lieu thereof, without assigning any reason for such termination. You may terminate your services by giving the Company 15 days' written notice.
3. Your services will be deemed to be confirmed on successful completion of six months, unless specifically communicated in writing about extension of your probation period. After successful completion of probationary period, the Company may terminate your service by giving you [2] months' written notice or [2] months' salary in lieu thereof.
4. Your Cost to the Company will be Rs. Four Lakhs Eighty Thousand (Rs.4, 80,000/-) Per Annum, subject to deduction of tax at source in accordance with the Income tax Act and other withholdings.
5. Your salary entitlement will be as per Grade **E9**. Details of the same are enclosed in Schedule A hereto.
6. The eligibility to claim Medical, LTA and Superannuation will be as per Company's policy. Your Gratuity will be as per the Payment of Gratuity Act, 1972.
7. You will be entitled to the benefits of leave, in accordance with the rules of the company in force from time to time.

Ascensia Diabetes Care India Pvt. Ltd.
CIN no : U85191MH2015FTC269883

Corporate office :
1st Floor, Bella Vista, Oswal Park
Pokhran Road No-2,
Majiwada junction
Thane (w) - 400 601.

Tel # +91 22 2549 7240 - 7280

Registered Office :
B- Wing, 602, Ashok Enclave,
Chincholi, Link Road Junction,
Malad (W), Mumbai - 400064.

Tel #022-40213126

8. You may be liable to be transferred to any place of business of the Company as existing/ operating presently or acquired later in any part of India or abroad. You may also be liable to be deputed to any work or assigned the work of any Business Group/ Department, or any other Companies/ Concerns/ Organizations/ Firms with whom the company may make such arrangement or agreement. You will not be entitled to any extra remuneration on account of such transfer or deputation.
9. You will be required to abide by the Company's Rules and Regulations that may be in force at the time of your appointment and amendments made thereto from time to time. Notwithstanding anything to the contrary mentioned in this Agreement, if at any time during the period of your employment with the Company, you are found dishonest or guilty of any misconduct, misdemeanor or misbehavior, you are liable to dismissal from the services of the Company forthwith without any notice or compensation in lieu thereof.
10. You undertake to work whole-heartedly for the Company to the best of your ability and with all due care and to act in and to safeguard any interest of the Company at all times and you will not take up other paid or unpaid activities of a commercial nature without obtaining the previous written consent of the Company. Any spare time employment in which you may wish to engage is likewise subject to the Company's previous written consent. You will not associate yourself or participate on your part or on the part of your next of kin in any enterprise of any competitor or business relation of the Company especially of a supplier, customer, agent or representative.
11. You undertake not to disclose in any way to any outsider nor to any employee of the Company not specifically entitled to such knowledge any information you come to know concerning the Company, their other plants, sales groups or subsidiaries. Furthermore, you will not transmit directly or indirectly any business information except such particulars as you may transmit on Company's request in the usual course of your business activity to the Company's competitors, their helpers, employees, agents or any persons.
12. Any business records, papers and other subject entrusted to you e.g. books, preparations and samples as well as notes on business matters made by you or any other person are the Company's property. They must be kept carefully and returned to the Company on request, but in any case on the expiry of this contract. No article, or report concerning your activity or the field of activity of the Company may be published or made out by you without the Company's previous written consent.

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13. You irrevocably, absolutely and perpetually assign to the Company worldwide rights in respect of all your right/s, title/s, and interest/s under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution/s, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the intellectual property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be works and/or inventions developed in the course of your employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes.
14. You agree that during the term of your employment with the Company and for a period of [six] months after your termination from the service, you shall not be engaged either directly or indirectly in any employment, venture or business which is directly or indirectly in competition with the Company.
15. You agree that during and upon termination of your employment, you shall not in any manner, either directly or indirectly, solicit or entice the other employees or customers of the Company to join or enter into transactions, as the case may be with either you directly or indirectly or with other entities which are in direct or indirect competition with the Company.
16. You are not allowed to disclose to any third person or persons nor exploit in any other way, neither now nor after the end of your employment with the Company any information, which you know, or any person may reasonably assume to be a business or manufacturing secret.
17. The age of retirement and superannuation shall be 60 years.
18. We take this opportunity of stressing one more point. Salary is a matter of contract between you and the Company and therefore, it should be treated as personal and confidential and under no circumstances should it be disclosed or discussed with anybody.
19. Please indicate your acceptance of this appointment by returning one set of this Agreement to the Company with your signature affixed in the last page, within [seven (7)] days of issue of this letter. If you do not communicate your acceptance in this time frame, this appointment is liable to be withdrawn without further reference to you.
20. The Company reserves the right to withdraw the offer made to you even after the acceptance of such offer by you, if the Company becomes aware of any material information that may have been concealed or misrepresented by you at the time the offer was made by the Company.

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21. If any provision of this Agreement is held to be unenforceable by a court, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If a court determines that any portion of this Agreement is overbroad or unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.
22. This Agreement shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. The Parties agree to the exclusive jurisdiction and venue of the civil courts in [Mumbai] for the resolution of all disputes arising under this Agreement.
23. If you are in agreement with the above terms and conditions, please sign and return to Human Resources Department, the duplicate of this letter in a sealed envelope marked "Confidential".

Yours faithfully,

For Ascensia Diabetes Care India Private Limited

Ashwathi
for **Chee Wee Chua**
HR Director- APAC

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SCHEDULE A

07.07.16

Ref: Offer / AC

Name : Anindya Chakraborty
 Function : Sales
 Designation : Territory Executive
 Grade : E9
 Location : Kolkata

Sr. No.	COMPONENTS	Proposed Amount (Rs.)
1	Consolidated Salary	12,000
2	Special Allowance	15,083
3	House Rent Allowance (HRA)	4,800
4	Medical Reimbursement	1,250
5	Leave Travel Assistance	700
6	Education Allowance	200
7	Superannuation Allowance	1,440
	GROSS SALARY PER MONTH	35,473
A	GROSS SALARY PER ANNUM	425,674
Gross salary will be the base for calculation of Merit Increase and Variable Income Component.		
	RETIRALS & INSURANCES	
1	Provident Fund	1,800
2	Insurance Premium	2,150
3	Gratuity	577
	RETIRALS & INSURANCE PER MONTH	4,527
B	RETIRALS & INSURANCE PER ANNUM	54,326
C	TOTAL COST TO COMPANY PER ANNUM (A + B)	480,000

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In addition to the above, you will be entitled to Sales Incentives which is based on individual and company performance as per company policy.

Ascensia Diabetes Care


 Chee Wee Chua
 HR Director- APAC

This is to certify that I have read this Agreement and Schedule 'A' and understood all the terms and conditions mentioned therein and I hereby accept and agree to abide by them:

Signature:

Name: