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PRIVATE & CONFIDENTIAL

March 29, 2021

Ashok L
myRB ID: 854252
Procurement
Mysore.

Letter of Appointment

Dear **Ashok**,

We are pleased to appoint you as “**Sr. Officer - Procurement**” with effect from “**March 29, 2021**” on the following terms and conditions:

Date of Appointment:

Your date of appointment in the company shall be deemed to be “**March 29, 2021**” as per our records.

Transfer:

You shall be initially posted at the management’s aforesaid Office located at “**Mysore**”.

However, at the sole discretion of the management, you are liable to be transferred /deputed from one place to another place anywhere in India, Nepal or Bhutan to any of the offices of the management, its affiliates, associates, and /or entities in which the management may be having any interest whether existing or which may be set up in future. You will also work, if required, for the managements affiliates/ associates. The Salary and emoluments mentioned herein cover your services for the management as well as for any of its affiliates and associates.

The nature of the management’s requirements/ assignments requires that you are flexible in your approach to work in order to service the best of its interests. Accordingly, you agree that the management may at any time vary your position, scope of duties, and responsibilities, or require you to undertake different duties or change your reporting line in order to take account of the changing needs of the management and your role within it. In any such circumstances, the management will discuss with you any proposed changes and may offer you a new position or altered duties that it considers to be appropriate to your skills and experience at the time of the change.

Remuneration:

In consideration of your services rendered, the Company shall pay you remuneration as per the details mentioned in the attached compensation statement.



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RB refers to entities in the Reckitt Benckiser Group plc group of companies.
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Annual Leaves:

You shall be entitled to leave of 25 days per annum, calculated on the basis of calendar year for each year of service.

Provident Fund:

You will be entitled to Provident Fund as per the provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 and the Trust Rules framed thereunder. It is your responsibility to apprise yourself of the applicable Act and the Trust rules. Please approach your HR Representative for the same.

Gratuity:

You will be entitled to the benefits as per the provisions of the Payment of Gratuity Act, 1972 and the Trust Rules framed thereunder. It is your responsibility to apprise yourself of the applicable Act and the Trust rules. Please approach your HR Representative for the same. **Your date of joining for the purposes of calculation of gratuity will be considered as "March 29, 2021".**

Confidentiality and intellectual property rights.

The work product generated by you while performing the services during the term of your employment, including all electronic data, pictures, graphics, papers, worksheets, logs, records, reports, documents, training material and other materials developed or prepared by you, shall be the sole and exclusive property of the management. Without limiting the generality of the foregoing, the management will own all intellectual property rights in any work, invention, discovery, improvement or design, which you make or conceive:

- (i) While employed by the management and in connection with the assignments of the management.
- (ii) by using the resources, facilities, or confidential information of the management or its affiliates/associates.

For the purposes of this clause, intellectual property rights include, but are not limited to, rights in relation to or arising from patents, design registrations, trademarks and copyright. You undertake to execute necessary documents and do all such acts as may further be required to be executed at any time during your employment in this regard. You shall return to the management such materials upon the termination of your employment or at the request of the management at any time during the term of your employment.

You will be responsible for the safe custody of all information, documents, manuals and kits and other property belonging to the management that may be entrusted to and/ or placed in your possession by virtue of and/ or during the course of your employment with the management.



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You shall not, except as authorized or required by your obligations in terms hereof, reveal to any person or entity any of the trade secrets, secret or confidential information, information contained in any manuals or dealings or any information concerning the organization, assignments/ projects, finances, transactions or affairs of the management and/or its affiliates/associates ('confidential information'), which may come to your knowledge and/ or be imparted to you by the management during your employment hereunder. You shall hold in strict confidence, all such confidential information. This restriction shall survive termination of your employment with the management without limit in point of time but shall cease to apply to information or knowledge which may come into the public domain without any of fault on your part.

However, the same will not be applicable if the said information is divulged:

- (i) Pursuant to Court Order, summons or any other legal process or
- (ii) With a prior written consent of the management.

You shall not, during the term of your employment or at any time thereafter, use or permit to be used any information, notes or memoranda relating to the business and/ or transactions of the management and/or its affiliates/associates which may come to your knowledge and/ or possession by virtue of employment with the management for any purpose other than for the benefit of the management.

You acknowledge that the breach of any of the provisions of hereinabove will cause irreparable loss and harm to the management which cannot be reasonably or adequately compensated by damages in an action at law, and accordingly, the management will be entitled, to injunctive and other equitable relief to prevent or cure any breach or threatened breach thereof, but no action for any such relief shall be deemed to waive the right of the management to an action for damages.

Conflict of Interest:

The Company follows a conflict of interest policy (the "Conflict Policy") in respect of its employees. The Conflict Policy is intended to avoid conflict of interest between the personal interest of an employee and that of the management or its affiliates in its dealings with third parties. You will be bound by the Conflict Policy of the management during your employment and honour the same at all times.

Retirement:

Retirement from service is compulsory on your attaining the age of 58 years.

Termination:

Termination for Cause:

Your employment shall stand terminated forthwith in the sole discretion and judgment of the management, for you having materially contravened this employment contract and for any of the acts of omissions and commissions by you that would include misconduct specifically defined in the policy of the Company. In this case the management shall not be liable to issue any advance notice or termination or payment lieu of such notice.



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Your employment shall also stand terminated in case you are implicated in any criminal offence and are arrested by the police for the same and the Court rejects your bail for the first instance. Since this shall seriously and adversely affect reputation of the Company and environment in the organization, subsequent acquittal shall not be a ground to re employ or reinstate you in your employment.

Further, after any **background verification**, if the information related to your education or past employment as furnished is found to be incorrect or any criminal case(s) are found against you in which you were arrested by the Police and your bail was rejected or you were convicted for such criminal offence, then, your employment with the Company shall be a nullity and liable to be withdrawn and terminated immediately without any notice.

Termination without Cause.

The management may acting in its sole discretion, terminate your services by giving **one month written notice** or on payment of salary in lieu thereof without assigning any reasons therefor.

Similarly you may resign from the service of the management by giving **one month's notice in writing** or paying an amount equivalent to your **one month's** last drawn salary in lieu thereof.

However, the Company shall have discretion to relieve you from your services with immediate effect after receiving your resignation on making payment of salary for **one month** and in that case you shall not have any objection or can not challenge the same.

If your employment with **Reckitt Benckiser (India) Private Limited** is terminated at your initiative within two years of taking up this appointment, any amounts paid or reimbursed as joining, notice pay, traveling or relocation assistance must be repaid on the following basis:

Period between joining and resignation	Percentage of amount to be repaid
0 Months to 12 Months	100%
13 Months to 24 Months	75%

Correspondence Address:

You shall advise the Company of the address to which communications to you shall be sent by post and any communications sent to you at such address shall be deemed to have been properly sent by us and received by you.

Your address shall be as last advised by you to the Company. It is your responsibility to update and inform of any change in your address or relevant personal details.

General conditions of employment:

The terms of your appointment shall be treated as confidential and shall not be divulged to any person or authority or organisation.



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The company reserves the right to change, vary and adapt the terms and conditions of your employment and the procedural directive for the implementation of any or all the above conditions or any other conditions as applicable to you and breach of procedures ads existing at any particular time on your part will be deemed to be a breach of the conditions of employment.

You shall carry out your duties loyally, diligently and in accordance with the code of conduct, policies and procedures of the management in force from time to time. You shall always give the management the full benefit of your knowledge, expertise and skills, promote and protect its interests and not knowingly or deliberately do anything that is to its detriment.

You shall always be governed by the Employee Policy/ Rules and Regulations of the management, as amended from time to time, which you are required to strictly follow during your employment with the management. If the terms and conditions contained in this appointment Letter conflict with those with Employee Policy of the Company, this appointment Letter shall have precedence as long as the terms and conditions in this appointment Letter are more favorable to you than those in the Employee Policy. You shall also abide by and carry out operational instructions /procedures as contained in the management guidelines and other administrative instructions or as may be issued by the management from time to time.

You shall attend the office punctually and regularly and you shall devote your entire working time, attention and abilities exclusively to the performance of your duties and shall faithfully serve the management and use your best endeavor to promote the interest and business of the management.

You shall not (without the prior written consent of the management) be engaged, concerned or interested, either directly or indirectly, in any other trade, business or occupation or employment whatsoever (either for remuneration or on a honorary basis) during the course of your employment with the management, provided that this restriction shall not preclude you from purchasing and holding for investment purpose any stocks, debentures or other securities of any public or private company.

You agree to the management's Office holding and processing, both electronically and manually, the data which it collects relating to you in connection with your employment for the purpose of its business, administering and managing its employees and complying with applicable laws, regulations and procedures.

While employed as "**Sr. Officer - Procurement**", you will be directly responsible for the successful and timely completion of any job / work assigned to you. You would adhere to the norms of office discipline. You would also be responsible to ensure proper and effective adherence to the norms of office discipline including working hours, systems and procedures by the staff / employees associated with you.

The management shall always have right to subject you to medical tests and examination by the Doctor and in case you are found to suffering from serious illness that includes any illness that disables you to report for your duties for a continuous period of six months , your employment shall be liable to be terminated.



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This employment agreement shall stand suspended if it is frustrated for events beyond control of the management.

Continuation of employment.

It is understood that this employment is being offered to you on the basis of the particulars submitted by you with the management at the time of recruitment process. However, if at any time it should emerge that the particulars furnished by you are false/incorrect or if any material or relevant information has been suppressed or concealed this appointment will be considered ineffective and irregular and would be liable to be terminated by the management forthwith, without notice. This will be without prejudice to the right of the management to take disciplinary action against you for the same.

Your appointment and its continuation is subject to your being medically fit and the Management reserves its right to ask you to undergo medical examination, as per the policy of the management.

All other terms and conditions of service not specifically referred to or amended or abolished in regard to similar staff will also apply.

Please confirm your acceptance of this appointment on the terms enumerated above by signing all pages of the enclosed copy of this letter as well as the copy of the Annexure.

We would like to congratulate you on your appointment and look forward to your long, meaningful and satisfying association with us.

Yours faithfully,

For Reckitt Benckiser (India) Private Limited

Sohini Dutt
Regional HR Director, South Asia



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March 29, 2021

Ashok L
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Mysore.

Dear Ashok,

In view of the sensitive nature of work which will be assigned to you, the Company has decided to impose the **NON COMPETE CLAUSE** as an integral part of the terms and conditions of your appointment. This is done solely for the purpose of protecting the Company's interests.

NON COMPETE CLAUSE

- (A) That during the course of employment Employee shall not undertake directly or indirectly any other business or profession and/or an employment or act as an agent of any other firm, Company or other person. Nothing shall be applicable, if Employee takes express permission in writing from Employer.
- (B) That the Employee may have the liberty to hold or acquire by way of bona-fide investment in shares and/or other securities of any other Company listed or dealt in on any recognized Stock Exchange unless Employer expressly puts an embargo for specific Company, which may have direct or indirect competing business interest with the Employer.
- (C) That Employee has agreed that in the event of leaving the service of the Employer or otherwise, he shall not engage him-self in whatsoever manner /capacity directly or indirectly in competing areas of business as that of the Employer, for a maximum period of 6 months. However Employer may at its sole discretion waive all or some of the restrictions stipulated herein at any time
- (D) That the Employee further acknowledges that a breach of this agreement shall cause irreparable harm & damages to the Employer and hereby agrees that Employer may restrain Employee by taking out appropriate legal proceedings against him.
- (E) That Employee further undertakes that he shall: take proper and all reasonable measures to ensure the confidentiality of all Confidential Information; and use his best endeavors to ensure that the acquired information and documents pertaining thereto are protected against theft or unauthorized access and that no-one receives Confidential Information; and use such Confidential information exclusively for the purpose of task assigned by Employer.



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- (F) That in the event of termination of employment or leaving the service of the Employer, the Employee shall forthwith return all confidential information, documents, papers, records, tangible or intangible including computer disc and other electronic media, whether prepared by him or able to access during the course of his employment to Employer and shall not use it for the competitors of Employer and /or otherwise.
- (G) The disclosure of the confidential information to the third party by Employee without the prior consent of Employer shall construe as breach of contract on the part of Employee and Employer reserves its rights to take appropriate remedial action against him under the law.
- (H) This agreement shall be considered as an integral part of the appointment letter of the Employee.

Yours faithfully,

For Reckitt Benckiser (India) Private Limited

Sohini Dutt
Regional HR Director, South Asia



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Annexure 1

March 29, 2021

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Dear Ashok,

This is further to your appointment letter effective "March 29, 2021". Given below is your total compensation statement:

	Per Annum
Basic Salary (A)	1,92,900
Allowance (B)-payable prorata in monthly installments	
Consolidated Allowance	2,76,907
House Rent Allowance	1,02,000
Performance Bonus at Target (C)	38,400
Retirement Benefit Contributions (D)	
Provident Fund (12% of Basic)	23,148
Gratuity Fund (5% of Basic)	9,645
Total Potential Cost to Company at Target (A+B+C+D)	6,43,000

* Next eligible increment in January, 2022.

** You will be eligible for medical Reimbursement as per policy.

All values are expressed in annualized terms. Actual payment will be on prorated basis for the period that an employee is on the rolls during the year.

All components are subject to prevalent Company policies, clarificatory notes in the body of the appointment letter, and applicable rules and regulations. The components can be changed, merged, withdrawn by the company at its sole discretion without assigning any reason.

Yours faithfully,
For Reckitt Benckiser (India) Private Limited

Sohini Dutt
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