

Appointment Letter

Date: 12/08/2021

Name : Mr. PRAFULL ASHTANKAR
Location : NAGPUR
Employee ID : 502746

Dear Mr. Prafull,

With reference to your application and subsequent interview you had with us, we are pleased to appoint you as -

Full Name: PRAFULL ASHTANKARDesignation: AREA SALES MANAGERLocation: NAGPURDepartment Name (Code): SALES (D2)Date of Joining: 02/08/2021Job Code: L3BReporting to: SALES MANAGER (L2D)Salary, Perks & Title: As per attached Annexure - I**The Terms of your appointment shall be as follows:****1. DEFINITIONS**

- 1..1. Company: Shall mean Rusan Healthcare Ltd.
- 1..2. Confidential Information: shall mean formulations and techniques, corporate strategies, marketing material, customers / prospective customer / wholesalers / distributors lists, supply prices to third parties & in tenders, contracts, and presentations relating to marketing of the Products.
- 1..3. Products: shall mean core products of the Company mentioned in ANNEXURE-II in any strength or pack size.
- 1..4. Rivals of the Company: Shall mean other companies involved in the development, manufacturing or marketing of the Products (ANNEXURE-II), whether in India or globally.

2. PROBATION & CONFIRMATION

- 2..1. You will be on probation for a period of a period of six months from the date of joining your services which may be extended at the discretion of the Company. During the probationary period, if your services are not found satisfactory, the same shall be liable to be terminated with fifteen (15) days' notice. Unless confirmed in writing, you will be deemed as Probationer even after the expiry of probation period.
- 2..2. After confirmation, your services are liable to termination at a one(1) month's (Hereinafter referred to as the "Notice Period") notice by the Company or by you
- 2..3. If the Company decides to terminate your services within the Notice Period, the Company will be liable to pay one (1) month salary or the amount due payable to you until the end of your Notice Period whichever is less

3. MINIMUM EMPLOYMENT TERM & NOTICE PERIOD

- 3..1. You agree to work with the required professional skills, technical capabilities and resources for the Company for the term of one (1) years (hereinafter referred to as "Minimum Employment Term") from the date of joining.
- 3..2. This term of minimum of employment shall be effective from your first day at a work site and not from the date of this Appointment letter.
- 3..3. However, till the completion of the Minimum Employment Term, if you wish to resign, then you have to pay the Company an amount equivalent to twenty-five percent (25%) of his annual package (CTC), towards breach of Contract.
- 3..4. During the notice period you shall not avail any kind of Leave. Your absence during such period shall be treated as Leave without pay and the Notice period will be extended to the extent of the days remained absent.
- 3..5. The Company may at its discretion waive or extend the notice period. You will be relieved paid Salary up to the last date of your employment with the company.

4. SALARY & INCREMENT

- 4.1 Your annual increment will be determined on the basis of your efficient and satisfactory discharge of duties.
- 4.2 You will be advised from time to time about your performance especially if and when it falls below the satisfactory level. If the Management finds that you are incapable of performing the Job(s) assigned to you, inspite of the best efforts on your part, the Company will within the Notice Period, the Company will be liable to pay one (1) month salary or the amount due payable to you until the end of your Notice Period whichever is less

RUSAN HEALTHCARE PVT. LTD.

58-D, Government Industrial Estate, Charkop, Kandivali (West), Mumbai - 400 067, Maharashtra. India.

Phone No.: +91 (0) 22 4238 3000 | +91 (0) 22 2868 2515 | Fax No.: +91 (0) 22 2868 9056

E-mail: info@rhopl.com | Website: www.rusanpharma.com

CIN: U24200MH1999PTC122536

Appointment Letter

Date: 12/08/2021

5. CONFIDENTIAL INFORMATION

- 5.1 You agree to retain the Company's Confidential Information and information related to its Products as strictly confidential and a trade secret of the Company throughout the world.
- 5.2 You agree not to use, or cause to be used, the Company's Confidential Information or its Products manufactured and marketed in the Therapeutic Area by the Company, except for or on behalf of the Employer, not to disclose, directly or indirectly, to any future Employer or to Rivals of the Company.
- 5.3 Upon termination of employment, you agree to surrender to the Company all tangible forms of Company's Confidential Information which you may then possess or have under your control and agree not to use it in any part of the world with any other employer throughout your life.
- 5.4 You acknowledge that prior to your employment by the Company, you had no knowledge of the Confidential Information as is of a confidential and secret character and is vital to the continued success of the Company's business. You further acknowledge that you are employed by the Company in a capacity in which you will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of the Company in such Confidential Information, it is necessary for you to protect such Confidential Information by holding it secret and confidential.
- 5.5 You shall promptly disclose the customers and clients contacted by you while in the employment of the Company.
- 5.6 You agree that you shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for your own or any other purpose, any of the Confidential Information or contact customers and clients of the Company that is or may be revealed to you by the Company unless specifically authorized to do so in writing by the Company.
- 5.7 You further acknowledge and agree that in the event that you do disclose, disseminate, distribute and/or release the Company's Confidential Information without the prior written consent of the Company, then the Company shall be entitled to seek immediate injunctive relief in order to enforce the provisions of this agreement including claim for damages arising by such conduct.

6. NON-COMPETE

- 6.1 You agree that in the event that you leave the Company, you shall not join the employment, services of any of the Rivals of the Company for 1 year period.
- 6.2 You also agree that you will not contact or engage in Business with the clients, wholesalers, distributors and customers of Rusan for the specific Products while working with any future employer or in a Rival of the Company for a minimum period of five (5)

- 6.4 It is also agreed between you and the Company, hereto that in the event of breach of any of the condition of employment, including those stated hereinabove, you undertake to pay the damages caused to the Company. It is further agreed that in the event of any breach of the present Agreement committed by you, the Company is entitled to ensure a legal proceeding against you.

7. NON-SOLICITATION OF EMPLOYEES AND CUSTOMERS

- 7.1 During the term of your employment, and for a period of five (5) years immediately thereafter, you agree not to solicit any employee, customers of the Company or independent contractor of the Company on behalf of any other business enterprise, nor shall you induce any employee, customers of the Company or independent contractor associated with the Company to terminate or breach an employment, agreements, or other relationship with the Company.

8. GENERAL

- 8.1 You shall indemnify, defend and hold the Company, its directors, officers, employees and agents, harmless from any and all claims, causes of action, damages, obligations or liabilities or any kind or nature arising out of or connected with any act or omission done by you during the Term of your employment with the Company.
- 8.2 You will adhere to all Laws / Rules & regulations as framed by the Indian FDA Authorities as well as the provisions of the Narcotics Drugs and Psychotropic Substance Act. If you are found acting against the Company's interest either wilfully or negligently in any manner whatsoever, will be dealt with strictly and you will be solely responsible for the said acts and Company will not be responsible in any manner.
- 8.3 You agree that you are not in breach of any obligations towards your previous employer during the Term of your employment with the Company.
- 8.4 You will keep the Company informed of any change in your permanent and / or Residential address from time to time during the Term of your employment with the Company.
- 8.5 Your place of posting at present will be at Rusan's NAGPUR Facility (MAHARASHTRA, India) but you are liable to be transferred either permanently or temporarily to another Department, post or place, or to any other associate Company managed by the Directors of the Company to any place in India whether in existence or which may come into existence hereinafter without any extra remuneration during the Term of your employment with the Company.
- 8.6 You will take proper care of the marketing material, products, brochures, property and things handed over to you during the Term of your employment with the Company.
- 8.7 The Company reserves the right to add or delete the Products mentioned in ANNEXURE-2 at its discretion

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years after having left the employment of the Company.

- 6.3 You further agree that the you shall also not start or commence any business which is similar in nature (i.e. manufacturing or marketing of the Products) or identical to the business of the Employer, for a minimum period of five (5) Years after having left the employment of the Company.

09. TERMINATION OF EMPLOYMENT

- 9.1 You agree and understand that the Company's obligation to employ you is subject to your acceptable performance of the job responsibilities assigned by the Company from time to time.
- 9.2 If you intentionally or unintentionally fail to perform to the satisfaction of the Company and/or the Company's Client, then it may result in the termination of your services to the Company.
- 9.3 The Company may terminate your employment with the Company for causes, which shall specifically include, but not limited to:
- 9.3.1 direct or indirect competition with the Company on any given project;
 - 9.3.2 breach of written Company policy;
 - 9.3.3 breach of any covenant, obligation or representation contained in this Appointment Letter;
 - 9.3.4 dishonesty or criminal conduct;
 - 9.3.5 company discovers that you have misrepresented or falsified your pre-hire information submitted to the Company;
 - 9.3.6 upon discovery of breach of any obligations towards your previous employer,
 - 9.3.7 insubordination; or
 - 9.3.8 malfeasance



and from time-to-time

- 8.8 That the age of retirement in the normal course is subject to your physical fitness or attainment of 60 years of age. Your Date of birth recorded with the company on the basis of your declaration in your application form is 27/01/1984 and the company will not accept any change on this account in future.
- 8.9 In case of current employees of the Company, this Appointment Letter supersedes all previous Appointment Letters issued by the Company.

10. GOVERNING LAW & ARBITRATION

- 10.1 The provisions of this Appointment shall be interpreted, determined and enforced in accordance with the **law of India**.
- 10.2 In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or any claim or liability of any party, the same shall be referred to **Mumbai Court** which shall have exclusive jurisdiction to the exclusion of all other Courts. You agree to this jurisdiction.
- 10.3 If any provision of this Appointment shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the agreement.
- 10.4 You agree that the terms (clauses 5 & 8.1 & 8.2 only) and conditions of this agreement shall remain binding on you throughout your life time even after termination of your services and/or resignation given to the Company.
- 10.5 This Appointment Letter and the terms mentioned herein supersede all previous Appointment letters issued by the Company to you.

Kindly sign a copy of this appointment letter as a token of your having understood and accepted the Terms and Condition of your employment.

For Rusan Healthcare Pvt. Ltd	For the Employee
<p>Sincerely,</p>  <p>Umesh Wagadekar Human Resource Rusan Healthcare Pvt. Ltd</p>  <p>Date: 12/08/2021</p>	<p>I hereby accept, agree and undertake to abide by the above mentioned Terms and Condition of my employment.</p> <p>Signature: _____</p> <p>Full Name: _____</p> <p>Date: _____</p>

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ANNEXURE-I

Name: Mr. PRAFULL ASHTANKAR	Designation : AREA SALES MANAGER	
Department : SALES	Level - 3, Job Code - L3B	
Date of Joining : 02/08/2021	Location : NAGPUR	
Particulars	Per Month	Per Annum
	INR	INR
Basic	10209	122508
House Rent Allowance	5105	61260
Transport Allowance	1000	12000
Education Allowance	800	9600
Ex-Gratia / Bonus	1400	16800
Other Allowance	8628	103536
Conveyance Allowance	800	9600
Total Monthly Gross (A)	27942	335304
P.F Contribution @12% of Basic	1225	14700
ESIC Contribution 3.25% of Gross	0	0
Total Allowance (B)	1225	14700
Grand Total (CTC) (A+B)	29167	350004

For RUSAN HEALTHCARE PVT LTD.

Sincerely,



Umesh Wagadekar
 Human Resource
 Rusan Healthcare Pvt. Ltd



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ANNEXURE-II**Products of the Company**

Sr. No.	Generic Name	Formulation Type	Indication
1	Nalbuphine Injection	Injection	Pain
2	Buprenorphine sublingual tablets	Tablet	Pain, Deaddiction
3	Buprenorphine transdermal patches	Patches	Pain
4	Fentanyl Injections	Injections	Pain
5	Fentanyl Patches	Patches	Pain
6	Morphine Immediate Release or Sustained Release tablets	Tablets	Pain
7	Methadone Tablets	Tablets	Pain
8	Methadone Syrup	Tablets	Pain, Deaddiction
9	Bisoprolol Tablets	Tablets	Hypertension
10	Apomorphine Injection & vials	Injection & vials	Parkinson's
11	Nicotine transdermal patches	Patches	Deaddiction
12	Nicotine Gums	Gums	Deaddiction
13	Bupropion SR tablet	Tablets	Deaddiction
14	Naltrexone Tablet	Tablets	Deaddiction
15	Naltrexone Implant	Implants	Deaddiction
16	Naloxone Prefilled Syringes & ampoules	Injection	Deaddiction

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Annexure III – Allowance Structure

Your daily allowances will be as per the details below:

(Per working day only)

1. Fixed Allowance: Rs. 280 / -
2. Out Station Allowance: Rs. 1250/-
 - a. (For getting this sanctioned Hotel Bills are mandatory as a proof)
3. Travelling Allowance : 1.50 per km applicable return on the same day and maximum 90 km both sides
4. Mobile Recharge : Rs.500/- (Fixed Amount)
5. Petrol / Conveyance Allowance (Only for Metro City / To be Claimed in Monthly Expenses statement :1000

Standing Instruction:

- You will visit 12 Doctors & min 6 Chemist.
- You will visit 7 Doctors in Morning & 5 Doctors in Evening.
- You will strict to your T.P. (Tour Program) no deviation if any change immediate inform to your RSM & H.O., Manager, HR-Admin.
- You will send Weekly Report on mail every Saturday in the afternoon.
- If your weekly report not reached to H.O on Saturday night latest Sunday, otherwise before 9.00 am on Monday, not getting report so that week will be treated as non working days, weekly payment will be deducted from your salary.
- Daily Report & Expense Statement on mail 1st day of the month in Company format.
- Scan copy of Original Sales Stock Statement send immediately to H.O. & by courier on 3rd of the month.
- On completion of days work report to your R.S.M on mobile.
- For any query ask to your R.S.M not directly to M.D., S.M let information come to H.O. proper Chanel.
- You will follow all instruction given by your manager.
- For any leave, take prior permission from R.S. M & also send mail or sms to H.O
- Make best use if Samples.
- Any gift gives only Doctors, not to your Friends or Family members.
- You will visit Stockiest time to time find any shortage also you will see collection.
- P.O.B is necessary to reach your monthly adjective.

RUSAN HEALTHCARE PVT LTD.**HOLIDAY LIST FOR THE YEAR 2021 - MAHARASHTRA****To,****All Field Personnel (All Division)****MAHARASHTRA**

The following is the list of holiday to be observed in different states for the year 2021.

NO	DATE	DAY	OCCASION	MAHARASHTRA
1	26-01-21	Tuesday	Republic Day	Holiday
2	11-03-21	Thursday	Mahashivratri	Holiday
3	29-03-21	Monday	Holi	Holiday
4	01-05-21	Saturday	Labour Day	Holiday
5	10-09-21	Friday	Ganesha Festival	Holiday
6	02-10-21	Saturday	Gandhi Jayanti	Holiday
7	15-10-21	Friday	Dassera	Holiday
8	04-11-21	Thursday	Deepavali	Holiday
9	05-11-21	Friday	Deepavali / New Year	Holiday
10	06-11-21	Saturday	Diwali / Bhaiduj	Holiday

Please Note:

- Absenteeism / Leave before & after Holiday: LWP / PL will be considered, Holiday will lapse.
- The Management reserves the right to alter / change / compensate any of the above paid holiday as per the work exigency.

FOR RUSAN HEALTHCARE PVT LTD.

Niilesh V Thakkar
NIILESH V THAKKAR.

SENIOR MANAGER – HR & ADMIN.**Rusan Healthcare Private Limited**

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CIN : U24200MH1999PTC122536. Tel.: 022-42383000 / 32971586 Fax : 022-2868056 Email : support@rhcpl.com
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