

Personal & Confidential

HR/2018/PKB/178
Mr. Pankaj Kumar Bale
C-202, Maxima Society
Wakad near Euro School, Dutta Mandir road Pune
Pune
Maharashtra 411057
Mobile: 9657100739
Email: pankajbale@gmail.com

29 Jun 2018

Dear Pankaj Kumar,

We are pleased to appoint you on the following terms and conditions:

1. Designation : **Order Manager - B2B**
Level : **CG 55**
2. Compensation
Perquisites & Allowances : As Detailed in Annexure 'A'.
3. Your initial place of joining will be at Philips Lighting India Ltd. 9th Floor, DLF 9-B, DLF Cyber City, DLF Phase III Gurgaon 122002 Haryana
However, your services are transferable anywhere in India in accordance with Company's rules for the time being in force.
4. Your appointment will be effective from the date of joining which shall be as soon as possible but not later than **06 Aug 2018** failing which this appointment will stand automatically withdrawn.
5. a. Your appointment is subject to your being certified medically fit by a registered medical practitioner as per the schedule provided at Annexure B (Medical Certification); and subject to a satisfactory reference /background check and testimonial verification, if any.

b. Please note that your appointment is based on the information and documents submitted by you and shall be subject to the verification of your credentials, testimonials and other particulars mentioned by you in your application for employment made to the organization. If the particulars given by you are in any way found to be inaccurate (false/tampered) or misleading and/or relevant information found to be not disclosed, your employment shall be deemed to be null and void. Hence your appointment will automatically stand cancelled and your services will be terminated forthwith without any notice.

c. Please understand that your offer of employment is contingent upon the satisfactory outcome of a personal background check which, depending upon your position and department, may include professional references, verification of previous employment and education, criminal background check, and incase if any information provided by you is found to be incorrect, the Company shall terminate this offer of employment.

Further during the term of your employment with the company, any criminal/Police case is pending due to personal reasons the same shall be informed to the Company and accordingly Company has the right at its discretion to take any further action.



6. Your services shall be terminable by either party giving the other three-month's notice. Company may, however, reduce this notice period at its discretion by accepting/paying basic salary in lieu thereof. Your resignation will not be deemed to be accepted till it is accepted/confirmed in writing by an authorized signatory from HR Department of the Company
7. You will be entitled to leaves (Privilege Leave/Sick Leave) in accordance with the leave rules of the Company for the time being in force.
8. The age for retirement from the Company's service is 60 years. However, an employee has an opportunity to ask for early retirement any time after the age of 55 years with normal retirement benefits.
9. Your individual remuneration (as per Annexure A) is purely a matter between yourself and the Company. We expect you to maintain this information and any changes made therein from time to time as personal and confidential.
10. You shall, during your service with us, devote your whole time and attention to the Company's business entrusted to you and you shall not engage yourself directly or indirectly in any business or service other than the Company's business or service and shall not engage in any profession or vocation which competes with activities of Philips Lighting India Limited or conflicts with your position at Philips Lighting India Ltd.
11. Information pertaining to the Company's operations shall remain secret and safeguarded by you. On joining the Company, a formal Non-Disclosure Agreement to effect non-disclosure of confidential information and intellectual property etc., shall be executed by you. You will also keep us duly informed if you are bound by any confidentiality agreement with any of your previous employers, in which case you shall keep us indemnified against any breach thereof by you.
12. You shall inform the Company of any change in your personal data within 3 working days. Any notice required to be given to you shall be deemed to have been duly and properly given if delivered to you personally or sent by registered post to you at your address in India, as recorded with the Company.
13. You acknowledge that Company may process your personal data. The processing of such personal data is described in the Master Privacy Notice for Philips Lighting employees which is attached to this agreement or otherwise made available to all the Employees. By signing this employment agreement, you acknowledge to have read and agreed with the processing of your personal data as described in the Master Privacy Notice for Philips Lighting employees. During your employment, you may also have access to personal data of others. You agree that you will comply with all Philips Lighting privacy-related policies, procedures, rules and regulations (including the Philips Lighting Privacy Rules), both written and oral, as are announced by Philips Lighting from time to time or made available by Philips Lighting. Specifically, you may only access personal data that is necessary for the performance of your work duties. At all times, you must maintain the confidentiality of the personal data that you have access to and cannot share, disclose or otherwise transfer any personal information to any unauthorized third parties.
14. Upon termination of your employment, due to any reason whatsoever, you will return to the Company all papers, documents, properties/assets which may at that time be in your possession relating to the business or affairs of the Company or any of its associates or branches and will not retain any copies or extracts therefore or hold/keep back any assets. You shall also return to the Company numerous transaction cards issued to you for cancellation.

Philips Lighting India Limited
CIN No : U74900WB2015PLC206100
9th Floor, DLF - 9B, DLF Cyber City, DLF Phase – 3, Gurgaon – 122002 (INDIA)
Tel: +91 124 663 5555 www.lighting.philips.co.in

Registered Office:
Mangalam Business Center, Block B, 6th Floor, 22, Camac Street
Kolkata - 700016, West Bengal, India



15. That you, in the performance of your duties, and at all times, must comply with the General Business Principles (GBP) and underlying policies. Any violation thereof will be taken seriously and may result in disciplinary action, as appropriate. The link for GBP and other legal compliance policies are available below in the undertaking section of the stated contract of employment. The Company shall have the right to vary or modify any or all of the above terms and condition of service which shall be binding on you.
16. You shall not place yourself in a position, which warrants any pecuniary/non pecuniary obligation with vendors, suppliers, business associates, competitors, etc. You shall also not accept directly or indirectly any gift or reward from any person with whom you are likely to have official dealings
17. If you are found guilty of any misconduct or should you commit any breach of the service conditions or get involved in an act, which in the opinion of the Company is prejudicial to the interest of the Company, the Company may without any previous notice, terminate your services.
18. If you are absent from the designated office beyond a period of 8 working days without adequate authorization as per Company policies, you shall be deemed to have abandoned employment on your own will.
19. Notice to terminate employment in any electronic form such as SMS or personal email shall not be accepted. Notice to terminate the employment by an employee, has to be addressed in writing with proper signature, to the Company.
20. In the event of your termination /resignation/retirement, you will not represent the Company either personally or by your agent, directly or indirectly, as being in any way connected with or interested in the business of the Company.
21. Please ensure that all documents (as per Annexure C Joining Document list) as requested during joining are ready in advance for submission to us on the first day you join us. Failure to do so, will tantamount to non-completion of joining formalities and your employment will not be valid.
22. Please understand that your offer of employment is contingent upon the satisfactory outcome of a personal background check which, depending upon your position and department, may include professional references, verification of previous employment and education, criminal background check, and incase if any information provided by you is found to be incorrect, the Company shall terminate this offer of employment.
23. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such policies. It shall be your duty to peruse and understand all the terms and conditions enumerated in Company's policy as well as the repercussions of the breach thereof and not being aware of the same shall not be a defense, which shall be either available to you or accepted by the Company.
24. Breach of any of the above terms and conditions will render you liable to termination of your employment without notice or compensation thereof.
25. For clarifications or any other information kindly feel free to contact the undersigned or your HR Manager.

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We take pleasure in welcoming you to our Organization and sincerely hope that your period of service with us will be long, pleasant and of mutual benefit.

Thanking You

Yours truly,
For Philips Lighting India Ltd.

K K MISHRA
Director
Head of Employee Relations & Industrial HR and Lead HRM
Philips Lighting India

I agree and accept employment on the above terms and conditions. I will report for duty on or before _____

Signed:.....
Pankaj Kumar Bale

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ANNEXURE A

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Name: Pankaj Kumar Bale

Grade: CG 55

Designation: Order Manager - B2B

29 Jun 2018

Further to our offer of appointment No: **HR/2018/PKB/178** dated 29 Jun 2018 you will be entitled to the following perquisites and allowances:

Particulars	Offer
	Annualised Rs.
Basic	639130
House Rent Allowance	319565
Variable Performance Pay ***	273913
Provident Fund	76696
Gratuity	30742
Flexible Benefits Package	759954
Gross Salary	2100000

Variable Performance Pay:

You will be entitled to bonus/incentives, as applicable for your role.

You are covered under the Annual Incentive Policy of Philips Lighting. The payout under the Annual Incentive Policy is dependent on individual and company performance.

The payout will be in line with the prevailing annual incentive scheme of the organization, and/or statutory requirements. The variable pay element will be subject to revision and/or as would be amended from time to time.

Employee Benefits: The details of the benefits applicable to your grade are available on the Philips Lighting India Intranet site.

K K MISHRA

Director

Head of Employee Relations & Industrial HR and Lead HRM

Philips Lighting India

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ANNEXURE B

PRE-EMPLOYMENT MEDICAL CERTIFICATION

Instructions for Candidates and Hospitals / Clinics / Doctors

Dear Candidate,

As part of the selection process in our organization, you are required to be certified medically fit by a registered doctor who shall do so after examining you and studying test reports of various medical tests performed on you.

The medical tests (List appended) and the medical fitness certificate should not be more than 60 days old (as calculated from the date of joining our organization; documents older than 60 days will be rejected by the HR team.) This certificate and all reports (in original) should be submitted to the HR department on the day of joining. This is a **MANDATORY** requirement and a critical part of the selection process.

In case of any query on the above, please reach out to the HR Manager who is your contact point in our organization.

Best wishes,

HR Team.

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PRE-EMPLOYMENT MEDICAL CERTIFICATION
(To be filled in by a Registered Medical Practitioner)

List of medical tests to be conducted by registered medical practitioner as a pre-employment requisite. All test reports have to be mandatorily submitted along with joining papers.

Test Details
Complete Blood Count with ESR
CBC (17 Parameters) with ESR
Diabetes Assessment
Blood Sugar Fasting
HbA1c
Lipid Profile
Total Cholesterol
HDL
LDL
VLDL
Triglycerides
Total Cholesterol / HDL Ratio
LDL : HDL Ratio
Liver Function Test
Total Protein, Albumin, Globulin
A/G Ratio
Alkaline Phosphotase
SGPT
SGOT
GGTP
Bilirubin - Total & Indirect
Kidney Assessment
Blood Urea Nitrogen
Serum Creatinine
Serum Uric Acid
Thyroid Panel
TSH

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I have examined Mr. / Ms. _____ and find him/ her suitable for employment. The tests reports mentioned above have also been examined by me and have been found to be normal.

Signature of Doctor (with stamp):

Date:

Name of Doctor:

Registration No:

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ANNEXURE C

LIST OF DOCUMENTS

Below is the list of documents that you have to bring on your date of joining us:

A. Photocopies in A4 size, of the following Documents:

1. Marks Cards/Certificate from Std. X onwards (10th, 12th/PUC, Graduation, Post-Graduation, PhD)
2. Experience / Commendation letters from your previous Organizations
3. Philips Lighting India Offer letter
4. Relieving letter from your immediate previous Employer
5. Service letter from your immediate previous Employer
6. Resignation acceptance letter from your immediate previous Employer
7. Salary Certificate and Offer Letter from your immediate previous Employer
8. Last 3 months Pay slips from your immediate previous Employer
9. All pages of your passport.(In case you do not have one, please apply for the same immediately)
10. PAN card copy
11. Resume copy
12. Aadhar Card copy

B. Form 16 (duly filled up), from your immediate previous Employer

C. Employee Provident Fund and Employee Pension Scheme account number from your immediate previous employer (only account number)

D. Originals of all the above Documents for verification

E. 4 passport size colour photographs of self. Also, photographs of spouse and children (if applicable)

F. Nominees Passport No/Driving License No/Voter's ID No/ PAN Card No

G. Pre- employment Medical certificate (as per Annexure B)

H. Address proof (both temporary and permanent) and ID proof photocopies

I. Scanned copy of cancelled cheque for payroll purposes

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29 Jun 2018

Mr. Pankaj Kumar Bale

Dear Pankaj Kumar,

This has reference to your Appointment Letter no. HR/2018/PKB/178 dated 29 Jun 2018, you will be eligible for One-Time Relocation Benefit

The Relocation Benefits will be in line with the New Joiner Relocation Policy of Philips Lighting India.

Yours truly,
For Philips Lighting India Ltd.

K K MISHRA
Director
Head of Employee Relations & Industrial HR and Lead HRM
Philips Lighting India

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Defining Your Total Reward Mix

1. COMPENSATION	
1.a Fixed Salary	
Basic Salary	35% of the Total Fixed Pay
House Rent Allowance (HRA)	50% of the Basic Salary
Retirals	Provident Fund, Gratuity (as per Act)
Flexible Benefits Package (FBP)*	Balancing amount in fixed salary. Available for allocation by employee across FBP elements. Details on FBP are provided below.
1.b Variable Salary	
Annual Incentive Plan (AI)	Your Target AI has been fixed at 15% of Fixed Salary and is subject to revision as per company policy. The payout is based on a combination of Company and Individual performance..
2. INSURANCE	
Medical Insurance	The Annual Medical Insurance floating cover for self, spouse and dependent children of INR 500,000 per annum.
Group Personal Accident Insurance	INR 40,00,000
Group Term Life Insurance	The coverage sum is of 24 months' Gross Salary

Details of policies are available on the Company's Intranet

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Flexible Benefits Package

- The Flexible Benefits Package is provided to give more flexibility to employees to choose their allowances/reimbursements as per their individual requirements within the overall CTC.
- Employees have the option of choosing from among the following elements and allocating amount from within the FBP to these elements as per their unique individual requirements.

Compensation Elements available for selection under FBP	
Conveyance Allowance	19200 per annum (not applicable if you opt for car lease/ fuel & maintenance of own declared car)
LTA	Maximum upto 2 month's basic salary
Company Car Lease Scheme (CCLS)	Car lease rental should not exceed available APP over the lease period
Driver's Salary Reimbursement	All employees on CCLS are eligible to claim reimbursement for drivers salary upto 10,000 per month
Fuel & Maintenance Reimbursement (CCLS)	All employees on CCLS are eligible to claim reimbursement for Fuel & Maintenance expenses upto 150,000 per annum
Fuel & Maintenance Reimbursement (Employee's own declared car)	All employees not on CCLS are eligible to claim reimbursement for Fuel & Maintenance expenses towards use of own car. Maximum allowable reimbursement to be: - INR 21600 per annum for car upto 1.6 Litres engine capacity - INR 28800 per annum for car above 1.6 Litres engine capacity
National Pension System	Employees can opt to contribute a part of their fixed pay as employer's contribution to NPS to build a retirement kitty. Contribution to range from minimum 6000 per annum to max. 10% of basic salary
APP	Balancing figure in FBP after allocating amounts to elements listed above subject to deduction of applicable taxes

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UNDERTAKING

In consideration of my acceptance of employment with Philips Lighting India Limited or any of its subsidiaries, (hereinafter referred to as "Company") during the period of employment and in consideration of salary paid to me, I agree:

1. That during the course of my employment, I understand that I shall have access to and be in possession of assorted confidential and proprietary information in relation to Company's products and processes. This information may relate to various aspects, including but not limited to, business strategies, marketing and sales information; organizational information; financial information including accounting records; banking information; dealings with regulatory agencies; IT infrastructure, network architecture; customer pricing, customer's information including but not limited to banking records, passwords, health information; tax status and strategies; records of employee's performance metrics and compensation information; vendor information; intellectual property including but not limited to inventions, patents, copyrights, knowhow, trade secrets and publications; and any other information that may be specifically classified by Company as "**Confidential**" or the **confidential nature of which may be deemed to be known to me** {collectively referred to as "**Confidential Information**"}.
2. That Confidential Information is extremely critical to Company for its business and I undertake that I shall, at all times during the term of my employment with Company and thereafter, hold in strictest confidence, and not use or divulge to any person, any Confidential Information or part thereof, belonging to or relating to Company or any of its clients, that I may have access to. In addition to the aforesaid, I hereby undertake that I will not either willfully or through any other act, omission or negligence, share, distribute or disclose any Confidential Information to any person other than those permitted by Company either through the written or the spoken word, which may affect Company's interests. I understand specifically that publication of Company information by me, either through the written or the spoken word, including but not limited to submission of articles and other information to scientific or other journals or conference proceedings, presentations in public forum, postings on blogs or other uploads to public internet websites, which may affect Company's interests, require the prior written approval of Company.
3. Notwithstanding the aforesaid, I agree and undertake that I shall, on becoming aware of any breach of Confidential Information or part thereof, as contemplated hereunder, immediately inform Company of the breach.
4. I agree that in consideration for the benefits accruing to me by virtue of my employment with Company, all intellectual property, including but not limited to patents, copyrights, trade secrets, trademarks, designs, computer software or business models, {collectively referred to as **Intellectual Property**}, developed or created by me during the term of my employment with Company shall be the sole and exclusive Intellectual Property of Company as "work for hire". Without prejudice to the above, it is agreed that this Agreement shall operate as a perpetual, worldwide written assignment in favour of Company of any right, title or interest that I may have in respect of such Intellectual Property. During the term of my employment, or within a period 6 (six) months from the date of termination of my employment, I undertake to inform Company of all my activities during the term of my employment with the Company that might give rise, in India or elsewhere, to industrial or Intellectual Property rights.
5. I agree not to disclose or utilize in my work any proprietary information of others (including that of any prior employers) or any inventions or innovations of my own which are not included within the scope of this undertaking.

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6. I agree that at the time of termination of my employment, I will return to Company, and will not keep in my possession, recreate or deliver to anyone else, any and all Confidential Information belonging to Company and/or its clients and all copies thereof in my possession or under my control.
7. I understand and agree that I am fully aware of Due Diligence Process which is a mandatory process for screening all external / third party agencies which Company is required to monitor before continuing / starting the business with them. I undertake to do all the steps required, if applicable, to my division, including but not limited to filling of Standard Data Request Form (SDRF), Request for Questionnaire (RFQ) along with all other steps required to be completed for Internal and External Screening for Distributors / Agents / Suppliers / Consultants or any other third party dealing either directly or indirectly with any semi Government or Government body and agree to adhere to all the actions to be followed by me as per the Due Diligence Process.
8. I have read and understood all legal compliance policies including the General Business Principles, available on the Company intranet site at:
https://apps.ce.collabserv.com/communities/service/html/communityview?communityUuid=8a96637d-2cc0-4ca1-8d9d-743ca26df459#fullpageWidgetId=Wdc5a9e0f7bad_4548_8d8f_821f9a4c6717 and briefly tabulated herein below. I agree to adhere and abide by them and I understand that any failure to do so may result in termination of my contract.

GBP Principles	GBP Directives
General commitment.	Labor standard and Human Rights.
Commitment towards shareholders.	Export control and sanction/ Health and safety.
Commitment towards customers.	Gifts / Payment to third parties.
Commitment towards employees.	Engagement outside Philips / Employees and employment conditions.
Commitment towards suppliers/business partners.	Bribery and illegal payment/ Dealing with government parties and politician.
Protecting Assets and Information.	Money laundering/ Antitrust.
Business Integrity/ Observance of the General Business Principles.	Protection of Information and use of information and communication assets/ Advertising/ Privacy and data protection.
Financial Code of Ethics / Supply Management Code of Ethics / Whistleblower Policy / Anti-Workplace Harassment.	

9. I understand and agree that I am fully dedicated to proper fulfillment of my job and will avoid any real or potential **conflict of my personal or business activities and financial Interests** with that of Company. I shall not involve myself in any commercial engagement outside Company and any financial interest (direct or indirect such as via a family member or acquaintance) which could give rise to a conflict of interest and shall promptly disclose the same in writing to next level of management and the respective GBP Compliance Officer. I also agree not to use Confidential Information other than in the course of performing the services as an employee of Company or to derive any personal gain from Confidential Information.
10. In the event of any failure on my part in complying with the terms hereunder, I agree and undertake that I shall at all times, hereafter keep Company fully indemnified against any losses, damages or claims of any nature whatsoever arising directly or indirectly from a

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breach of the terms of this undertaking by me.

This document supersedes any other document signed between Company and the undersigned in relation to the subject matter hereof. This may not be modified or terminated, except by a partially or wholly written authorization signed by an Authorized Signatory of Company.

"I hereby agree that I have read and understood the terms and conditions of the aforesaid Undertaking as also the repercussions of the breach thereof. I further confirm that a copy of this undertaking duly signed by me has been retained with me for my record."

Accepted By

For Philips Lighting India Ltd

Pankaj Kumar Bale

Employee ID
(Salary Card No.) : _____

Dated : _____

K K MISHRA

Director
Head of Employee Relations & Industrial
HR and Lead HRM
Philips Lighting India

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