

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made on the **2 Day of May 2017**.

BETWEEN The Party named in Item 1 of Schedule 1 (the "Company")

AND The Party named in Item 2 of Schedule 1 (the "Employee")

WHEREAS

The Company has agreed to employ the Employee, and the Employee has agreed to be employed by the Company, on the terms and conditions of this Agreement.

IT IS AGREED as follows

1. Definitions

The following definitions apply unless the context requires otherwise:

"Agreement" means this Agreement together with the schedules, annexure and attachments, if any, as they may later be amended or supplemented by the Parties in writing.

"Commencement Date" is the date set out in Item 3 of Schedule 1.

"Confidential Information" means financial, technological, strategic or business information; research, development, operational, legal, marketing or accounting information; technology and intellectual property rights; customer and supplier information; information specifically marked as being confidential; and information not generally known that would provide an advantage to a competitor were the competitor to have this information but does not include information that is readily ascertainable from public sources or made public by the Company or any third parties, without the Employee's participation.

"Company's Premises" is the Company's premises located at the address specified in Item 4 of Schedule 1.

"Jurisdiction" means the place specified in Item 9 of Schedule 1.

"Non-compete Area" means the geographical area specified in Item 6(b) of Schedule 1.

"Non-compete Period" means the period specified in Item 6(a) of Schedule 1.

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"Non-solicitation Period" means the period specified in Item 7 of Schedule 1.

"Notice Period" means the period specified in Item 8 of Schedule 1.

"Parties" means the Company and the Employee collectively and **"Party"** means either of them singularly.

"Probation Period" means the period specified in Item 5 of Schedule 1 and includes any extensions of it.

2. Employment

Subject to clauses 3 and 4, the Company hereby employs the Employee and the Employee accepts such employment with the Company commencing on the Commencement Date on the terms and conditions set out in this Agreement.

3. Medical Examination

- (a) If required by the Company as a pre-condition to employment by the Company, the Employee shall undergo a medical examination by a physician nominated by the Company at its expense before the Commencement Date. The Company reserves the right to terminate this Agreement immediately upon written notice to the Employee should the Employee fail to pass the medical examination to the Company's satisfaction. The Employee hereby agrees that the Employee's sole entitlement in the event of such termination is unpaid salary and other remuneration benefits pursuant to this Agreement in respect of the days the Employee worked for the Company, if any.
- (b) The Company may also require the Employee to undergo medical examinations at any time during the term of the employment by a physician nominated by the Company at its expense.

4. Probation Period

- (a) The Employee shall be on probation for a period of 6 months. The Company may extend the Probation Period provided that such extension shall not exceed an additional 2 calendar months.

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- (b) Following successful completion of the Probation Period to the satisfaction of the Company, the Company will confirm the employment of the Employee as a regular employee.
- (c) During the Probation Period, either the Company or the Employee may terminate the Employee's employment at any time by giving the other party 1month's written notice or in respect of the Company, payment of 1 month's salary in lieu of such notice.

5. Position and Responsibilities

- (a) The Employee's position description and reporting responsibilities are set out in Schedule 2 to this Agreement.
- (b) The Employee shall at all times faithfully, industriously and to the best of the Employee's ability, experience and talent perform to the Company's satisfaction, all of the duties assigned to the Employee and the Employee shall devote all of the Employee's productive time and efforts to the performance of such duties.
- (c) The Employee shall act in the best interest of the Company at all material times and shall not be involved in or take up any interest directly or indirectly in any business of similar kind to the business of the Company.
- (d) During the term of this Agreement, the Company has the right to change the Employee's duties and reporting responsibilities as it sees fit to meet the needs of its business. The Company will, wherever it is practical, consult with the Employee before it changes any of the duties and reporting responsibilities.
- (e) Any changes to the Employee's duties and responsibilities which the Company may make shall not be construed or regarded as a repudiation of this Agreement or a termination of the Employee's employment with the Company.

6. Location and Travel

- (a) The Employee will initially be based at the Company's Premises. The Company may, at its discretion, alter this location in accordance with the needs of its business. The Employee may be transferred to any location or to any subsidiary or related company of the Company at the Company's sole discretion.
- (b) The Employee may be required to travel to other locations within the country in which the Employee is based and overseas as part of the Employee's duties.

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Gauhar Rehman Qadri

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- (c) The Company shall reimburse the Employee for reasonable and properly documented out-of-pocket expenses incurred in connection with the Company's business and the performance of the Employee's duties subject to such policies as the Company may from time to time establish and communicate to the Employee.

7. Remuneration and Benefits

- (a) The Employee's remuneration and benefits are set out in Schedule 2 to this Agreement.
- (b) The Employee's salary will be paid monthly by direct transfer to a bank account nominated by the Employee.

8. Bonuses, Shares, Stock Options and Other Incentive Payments or Plans

The Employee agrees and acknowledges that bonuses, shares, stock options and other incentive payments or plans which the company may pay or offer to its Employees including the Employee (and notwithstanding their inclusion as part of the remuneration in Schedule 2) are non contractual in nature and may be terminated, modified or withdrawn in the Company's discretion at any time without prior notice by the Company.

9. Termination of employment

- (a) The Company may terminate the Employee's employment without notice and without pay in lieu of notice:
 - (i) If the Employee, in relation to the Employee's employment:
 - (a) Wilfully disobeys a lawful and reasonable order of the Company;
 - (b) engages in misconduct inconsistent with the due and faithful discharge of the Employee's duties;
 - (c) commits an act of fraud or dishonesty;
 - (d) is habitually neglectful in the performance of the Employee's duties; or
- (ii) On any other ground upon which the Company would be entitled to terminate this Agreement without notice pursuant to this Agreement or at law including common law.

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- (III) In all other instances, including redundancy, the Company may terminate the Employee's employment upon written notice of the Notice Period or payment of the Notice Period's salary in lieu of such notice.
- (IV) Should the Employee wish to terminate the Employee's employment with the Company, the Employee shall give written notice of the Notice Period to the Company.

10. Sale or Transfer of Business

The Employee agrees that the termination of the Employee's employment is not in the nature of redundancy or retrenchment if:

- (I) The Employee's employment is terminated due to the sale, transfer or transmission of all or part of the Company's business; and
- (II) The Employee is offered employment by the purchaser, transferee or transmittee of that business on terms that are no less favourable, taken as a whole, than the Employee's current terms of Employment

11. Return of the Company's Property

Upon termination of the Employee's employment for whatsoever reason, the Employee shall immediately surrender to the Company all lists, books, records, documents relating to the Company or its business and all other property belonging to the Company including but not limited to computer, laptop, mobile telephone, keys, access card and company credit card. The Employee agrees that the Company may withhold any money payable to the Employee until all property belonging to the Company in the Employee's possession or control is returned to the Company.

12. Annual Leave

- a) During the term of this Agreement, the Employee shall be entitled to paid annual leave as specified in Schedule 2 to this Agreement.
- b) Annual leave is to be taken by agreement with the Company and must be authorised in writing.

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13. Sick Leave

- (a) The Employee is entitled to sick leave as specified in Schedule 2 to this Agreement.
- (b) The Employee must produce a medical certificate when the Employee returns from sick leave.
- (c) If the Employee is unable to come to work, the Employee must inform the Company as soon as possible.

14. Other Leave Entitlements and Public Holidays

The Employee shall be entitled to other leave (other than annual and sick leave) and paid public holidays as set out in the latest version of the Company policy, which policy may be amended from time to time by the Company.

15. Company Information and Intellectual Property

- (a) The Employee must hold the Confidential Information of the Company, its related corporations, customers, suppliers and business associates in strict confidence and must take all steps necessary to preserve its confidentiality. The Employee must not use or copy any such Confidential Information in any way except as is legitimately required as part of the Employee's employment. All of these restrictions will continue even after the Employee's employment ends or this Agreement is terminated for any reason. If the Employee's employment ends, or if requested earlier by the Company, the Employee must immediately deliver to the Company all the forms of any such possession, power or control of the Employee.
- (b) It is also a condition of the Employee's employment with the Company that the Employee inform the Company fully of the results of all the Employee's work including any inventions or discoveries made either during or outside office hours which relate to the business or operations of the Company or its related corporations (the "Improvements"). The Company will be entitled to the exclusive benefit of the Improvements without any additional compensation to the Employee, including the right to take out or otherwise have the benefit of letters patent or copyright relating to or arising from them. The Employee will take any steps necessary and execute all necessary documentation to assign to the Company all interest in the Improvements at the Company's expense.



Gauhar Rehman Qadri

16. Non-compete and Non-solicitation

- (a) In consideration of the Employee's employment by the Company, the Employee agrees that the Employee will not either directly or indirectly during the Non-compete Period within the Non-compete Area, organise, own, manage, operate, participate in, render advice to, control, or have an investment or ownership interest in any business that engages in the design, manufacture, assembly, installation, inspection, service, marketing, or sale of products and services which are competitive with any of the Company's products and services forming part of the Employee's work portfolio during the Employee's employment with the Company.
- (c) During the Non-solicitation Period, the Employee will not, and shall procure that the Employee's new employer will not, without the prior written consent of the Company, directly or indirectly, whether on the Employee's own account or
- (d) on behalf of or in conjunction with or through the medium of any other person, firm, company or otherwise howsoever:
 - (i) solicit or entice away, or endeavour to solicit or entice away from the Company or its related corporations, any employee (other than an employee whose employment has ceased or who has given or received notice of termination of employment) with a view to employment or engagement of such employee; and
 - (ii) solicit or entice away, or endeavour to solicit or entice away from the Company or its related corporations, any customer or supplier.
- (c) The Employee has carefully read and considered the provisions of this clause and hereby expressly acknowledges and agrees that the covenants and restrictions set out in this clause are fair and reasonable and are reasonably required for the protection of the legitimate interests of the Company.
- (d) By executing this Agreement, the Employee represents that the Employee's experience and capabilities are such that the restrictions contained in this clause will not prevent the Employee from obtaining employment or otherwise earning a living at the same general level of economic benefit as is currently the case and further covenants that the Employee will not in any way challenge the reasonableness or enforceability of this clause.

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(e) any part of this clause is held to be void or unenforceable, but would be valid and enforceable if some part of it were deleted or modified, it will apply with such modification as may be necessary to make it valid and enforceable.

17. Company policies

- a) The Employee is required to follow all company policies and procedures including but not limited to those set out in The Tyco/Covidien Guide to Ethical Conduct (the "Guide") and the Company work rules or handbook, as advised to the Employee from time to time.
- b) *The Company may, in its discretion change, vary, amend or replace any of its company policies and procedures during the term of this Agreement with or without notice.*
- c) Any non-compliance by the Employee with any of the company policies and procedures will be treated as serious misconduct and may result in termination of the Employee's employment without notice and without pay in lieu of notice.
- d) The Employee must co-operate fully with the Company if the Company (or anyone on its behalf) investigates on whether the Employee has contravened, or whether the Employee has knowledge of possible contravention of, any company policy or procedure.
- e) A copy of the Guide will be provided to the Employee as soon as practicable after the Commencement Date. The Employee is required to read and sign the guide and comply with its requirements as a part of the Employee's Employment conditions.

18. Governing law

This Agreement is governed by the laws of the Jurisdiction.

19. Miscellaneous

- a) No failure to exercise and no delay in exercising any right, power or remedy under this agreement will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.
- (b) If any one or more of the provisions contained in this Agreement or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under the applicable law, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired

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- (c) The covenants, agreements, representations and warranties on the part of the Employee contained in or made pursuant to this Agreement shall survive the termination of the Employee's employment.
- (d) This Agreement sets out the entire understanding of the Parties with respect to the Employee's employment and supersedes all existing or prior agreements, whether written or oral between them concerning such subject matter. The Employee hereby waives any claims that may exist on the date of this Agreement arising from the Employee's prior employment, if any, with the Company with the exception of the benefits properly accrued on behalf of the Employee but not yet paid to the Employee.
- (e) This Agreement is written solely in the English language and if for any reason it is required to be translated into any other language and there is a discrepancy between the English and non-English version, this English version will prevail.
- (f) Except as otherwise provided herein, this Agreement may be amended only by a further written agreement executed by both Parties.

20. Notices

All notices and other communications shall be addressed to or left at the address of the Parties as set out in Item 10 of Schedule 1 or as notified to each other in writing from time to time. Such notice shall be delivered by hand or by post and shall be deemed to have been duly received on the same day if delivered by hand or when in the ordinary course of post it would be received, if delivered by post.

21. Special Conditions

The special conditions, if any, identified in Item 11 of Schedule 1, are incorporated as part of the terms of this Agreement. In the event of any inconsistency between the special conditions and the terms of this Agreement, the special conditions shall prevail.

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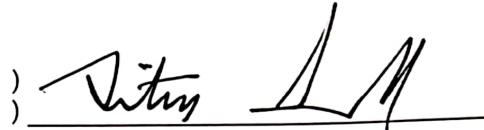
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EXECUTED AS AN AGREEMENT

Signed for and on behalf of the Company:


Authorised Signature

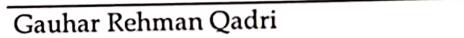
Titus Arnold

Director - Human Resources

India Sub - Continent

Signed by the Employee:

Employee Signature


Gauhar Rehman Qadri

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Gauhar Rehman Qadri

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SCHEDULE 1 - GENERAL

Item 1	Company Name: Covidien Healthcare India Private Limited
Item 2	Employee Name: Gauhar Rehman Qadri PAN No: AAHPQ2443C
Item 3	Commencement Date 2 Day of May 2017
Item 4	Company Premises Address: Covidien Health Care India Pvt Ltd. SAS Towers ,4 th Floor, Medicity, Sector - 38, Gurgaon -122002, India
Item 5	Probation Period SIX MONTH
Item 6(a)	Non-compete Period 12 months from the date the Employee's employment with the Company ceases.
Item 6(b)	Non-compete Area India
Item 7	Non-solicitation Period 12 months from the date the Employee's employment with the Company ceases.
Item 8	Notice Period 1 month (After successful completion of the probation period)
Item 9	Jurisdiction Gurgaon, India
Item 10	Address for notices Company: Covidien Healthcare India Private Limited, SAS Towers ,4 th Floor, Medicity, Sector - 38, Gurgaon -122002, India Employee: Gauhar Rehman Qadri 1521-24 Pataudi House, Darya Ganj, Opposite Arya Orphanage, New Delhi 110002

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SCHEDULE 2

Name : Gauhar Rehman Qadri
System Title : Sales Representative I
Business Title : Sales Executive
Employee ID : IN1926
Workday ID : 353559

Salary Break Up :

No.	Description	INR Per Month	INR Per Annum
1	Basic	17,540/-	210,484/-
2	HRA(50% of basic)	8,770/-	105,242/-
3	Conveyance	1,600/-	19,200/-
4	Medical Reimbursement	1,250/-	15,000/-
5	Special Allowance	13,655/-	163,857/-
6	Leave Travel Allowance	5,000/-	60,000/-
7	Medical Insurance Reimbursement	500/-	6,000/-
8	Food Coupons	1,800/-	21,600/-
Annual Base Salary*(A)			601,383/-
9	Variable Pay @ Target** (B)		240,553/-
10	Company PF Contribution (C)		25,258/-
11	Gratuity (D)		10,124/-
12	Total Cost to Company (A+B+C+D)		877,318/-

- Income Tax will be deducted from your remuneration package in accordance with Income Tax Rules.
- Variable Pay-You will be governed by the Sales Incentive Plan in force as per company policy.
- In addition to the above, you are also covered in the Company's Group Personal Accident Policy, Group Term Life Insurance Policy and Group Medical Insurance Scheme as per the Schemes existing in the Company. The complete premium amount for the above schemes in vogue will be borne by the company.

Received & Accepted By: