

September 22, 2014

Reeju P,
15-C, Asset Synergy Heights,
Near Chinmaya School,
(Kannan Kulangara),
Thoppil Road, Tripunithura,
Cochin-682301,
Kerala

Dear Reeju,

Further to our discussion with you, we are pleased to offer you contract of engagement in Baxter India Pvt. Ltd. (Baxter), subject to satisfactory pre-engagement medical examination and reference/background checks, based on the following terms and conditions:

1. This contract of engagement is for the position of **Area Sales Manager, IVCC** in our **Global Medical Products Support Business**.
2. Your initial place of work will be **Cochin**. However, your services are transferable and you can be seconded or deputed by the Company to any Baxter operation in India or abroad.
3. You shall be on probation for six months. On expiry of your probation and subject to your performance being satisfactory, the Company shall issue a letter confirming your appointment. Unless, a confirmation letter issued your probation period shall be deemed to be extended. The Company may, at its discretion, extend the probation by such period, as it may deem appropriate. During probation period the appointment may be terminated by either party, without assigning any reason whatsoever, by giving one month's notice or salary in lieu of notice.
4. You will report to the **Sales Manager, IVCC** or any other person as may be nominated by the company. You will exercise such powers, duties and functions to manage the day-to-day affairs of the Company as may be delegated by your Manager/Supervisor from time to time. You will serve diligently and faithfully and will perform such services personally at such reasonable times and places as the Company may direct in connection with its business. You will regularly report to **Sales Manager, IVCC** in respect of the matters delegated to you.
5. Your contract is effective **September 22, 2014** which is mutually agreed. After you have been confirmed in the services, either party may terminate this contract by giving three months' notice in writing or payment of salary in lieu thereof. Neither party is required to provide any reason or justification to the other for terminating the contract. Baxter may immediately terminate your services without any compensation or notice thereof, if you are in breach of your duties/responsibilities. In any case, Baxter has a right to terminate

Accepted and agreed by Reeju P

.....on 23/09/2014 (Date)

Baxter (India) Pvt. Ltd.

CIN:-U33112HR1996PTC038528

Corporate Office: 2nd Floor, Tower C, Building no 8, DLF Cyber City, DLF Phase-2, Gurgaon-122002, Haryana, India

T-91-124-4500200, F-91-124-4263505 E baxterindia@baxter.com W www.baxter.in

Registered Office: Plot No.183, Sector-5, IMT Manesar, Gurgaon-122050, Haryana, India.

- this contract if there exists any discrepancy between the background verification report and the documents submitted information provided for Background Verification.
6. During your engagement with Baxter you would be expected to undergo an annual medical check up as set forth by Company policy, by a medical panel nominated by the Company.
 7. You agree that you shall perform your duties with diligence, devotion and discretion. While in the engagement of Baxter, you would not be employed by any other company on a temporary or part time basis or offer your services with or without pay to any physical person, legal entity or public authority or to be occupied in your business without prior written consent of the Company.
 8. You confirm that you have disclosed fully to Baxter all your business interests whether or not they are similar or in conflict with the business (es) or activities of Baxter, and all circumstances in respect thereof and whether there is, or might be, a conflict of interest between you or any immediate relative, any such interests or circumstances which may arise during your engagement.
 9. The position held by you carries managerial/ administrative responsibilities and entitles you to access of information which are confidential nature. All information and data, regardless of form, generated in the performance of your duties or provided to you by Baxter shall be and remain the sole property of Baxter. In this position you are likely to be exposed to the following kinds of information which is proprietary to Baxter: product information, customer information, pricing information, manufacturing and technology related information, information pertaining to terms of trade, marketing / manufacturing product development / business plans of the Company etc. If during the period of your engagement or after your engagement with Baxter you have access to such or any other information, technical or otherwise, including any computer software, which is confidential or proprietary to Baxter or its subsidiaries or affiliates, it's customers, sub contractors or any other individuals or companies having any kind of association or relationship with the Company, and/or it's affiliates or subsidiaries, you will not, except as required by your duties, use or disclose or authorize any one else to use or disclose, any of such information, either during your engagement or thereafter for so long as such information is not publicly or generally known. Anything possessed by you, which discloses or embodies such information, will be delivered to Baxter prior to your leaving Baxter's engagement.
 10. You shall not disclose to any public papers, journals, pamphlets, leaflets, or cause to be disclosed at any time, any information or documents, official otherwise relating to Baxter or its subsidiaries or affiliates, except with prior approval of the management.
 11. In consideration of your engagement with Baxter you agree that you will promptly disclose to the Company any invention, discovery, idea or improvement, whether or not patentable (hereafter termed "Invention" or "Inventions") that you make, suggest,

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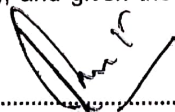
conceive, devise or first actually reduce to practice, solely or jointly with others, during the said engagement, and which at the time of disclosure to Baxter or at the time of making, suggesting, conceiving, devising or first actually reducing to practice

- a) results from or is related to any assignments given to or assumed by you.
- b) is subject to any contractual obligation of Baxter, its subsidiaries or affiliates to a third party, including without limitation, the Governments of India and the United States of America.
- c) Utilizes the time, equipment supplies, facilities or trade secret information of Baxter, its subsidiaries or affiliates, or
- d) Pertains to any actual or anticipated Baxter, product, research, business activity or any logical extension thereof,

and you will assign and do hereby assign to Baxter your right, title and interest (domestic and foreign and including all rights under the International Convention for the Protection of Industrial Property) in all such inventions, subject to the requirements of law, and without further compensation or award of any kind to you from Baxter, the Government or other customer.

You further agree, in connection with any such invention, you will at any time, either during or after the said engagement, at the request and expense of Baxter but without further consideration to you from the Company, assist Baxter in obtaining, maintaining and enforcing patents on such inventions in any and all countries and will execute, acknowledge and deliver any lawful document or paper, which in the opinion of Baxter's counsel is necessary or helpful from the Company's standpoint, including, without limitation, any patent, application, assignment, license, or any paper in connection with any contractual obligation, litigation or controversy pertaining to any such invention or any patent issuing thereon.

- 12. Upon termination of your engagement with Baxter you shall forth with return to Baxter all the assets and property of the Company (including any leased properties), documents, files, books, papers, memos or any other property of Baxter in your possession or under your control.
- 13. Your remuneration will be as per the schedules enclosed hereto, and will be subject to deduction of tax at source. With the exception of the obligation to withhold tax, Baxter, however, assumes no responsibility for your personal tax affairs, and your tax liability in respect of your remuneration is entirely your responsibility.
- 14. In addition you will be reimbursed all official expenses incurred as per Company policy as laid down from time to time.
- 15. The terms of this contract are strictly confidential between you and Baxter and any breach of this confidence will be reviewed with utmost seriousness.
- 16. In view of the important nature of your responsibilities, and the value which Baxter ascribes to their competent fulfillment (a value which is reflected in the level of compensation to be paid to you), and given the confidential information with which you

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will become familiar as a result of your engagement with Baxter: (i) you agree to use such confidential information only for the benefit of Baxter and will not disclose it to any third parties, except in the necessary course of business for and on behalf of Baxter; (ii) upon termination of this contract, for any reason, then for a period of one year thereafter within India : (a) you will not directly or indirectly render services to any organization or firm (either by employment or otherwise) which is in direct competition with Baxter; and (b) you will not directly or indirectly divert or seek to divert business from any of Baxter's customers. In recognition and acceptance of this key condition of this contract, please initial in the space provided alongside this paragraph.

17. Ethics – Baxter, as one of the world's leading healthcare corporations, has a special obligation to ensure that our behavior meets the highest standards of business conduct. The policies spelled out in the attached Ethics manual should govern your actions and decisions while engaged by Baxter. Please review them carefully.
18. This Contract embodies the entire agreement of the Parties with respect to your engagement with the Company. It signed may not be changed or modified, except by writing, and signed by, you and a duly authorized representative of the company.
19. The waiver by either Party hereto of a breach of any provision of this Contract by the other Party shall not operate or be construed as a waiver of any subsequent breach by the waiving Party.
20. This Contract shall be governed by and construed and enforced in accordance with the laws of India.
21. If any provision of this Contract as applied to either Party or to any circumstances shall be adjudged by a court of competent jurisdiction to be void or unenforceable, the same shall in no way affect any other provision of this Contract or the validity or enforceability of this Contract.

If this letter accurately reflects the understandings we have reached concerning your engagement by Baxter, please so indicate by signing in the appropriate space below, which will acknowledge your acceptance of these understandings as a binding agreement.

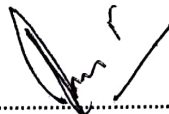
This offer of engagement will be valid for acceptance by you for a period of 48 hours from the time of your receiving the same.

Kindly sign and return a copy of this letter duly countersigned on each page (including annexure) in acceptance of the terms and conditions mentioned. We welcome you to the Baxter International family and look forward to a mutually beneficial association with you.

Warm Regards
For Baxter India Pvt. Ltd



Ongmu Gombu
Director, Human Resources, India



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Details of compensation (all figures in Indian Rupees per annum)

(All figures INR)	
Basic Salary	380,000
HRA	190,000
Medical Reimbursement	15,000
Conveyance Allowance	9,600
Supplementary Allowance	355,400
Annual Base Salary	950,000
Provident Fund	45,600
Gratuity	18,278
Hospitalization Insurance Cover	2,194
Personal Accident Insurance	2,135
Group Term Life Insurance	3,843
Target Incentive (@100% Performance)	200,000
Cost to Company (CTC)	1,222,050

*Your next compensation review cycle will be w.e.f April 1-2015
For Baxter India Pvt. Ltd


Ongmu Gombu
Director, Human Resources, India

Employees are eligible to participate in any one of the prevailing performance based incentive schemes at any point of time. Membership in any of the schemes is at the discretion of the Company

*The Potential Bonus is payable on achievement of Performance targets as laid down in the prevailing bonus scheme for a given year. The bonus scheme is modified every year based on business imperatives and is communicated to all employees at the beginning of the year. The company reserves absolute discretion in designing the bonus scheme in a given year and also to withdraw it altogether if it deems appropriate

**The Potential Incentive is payable on achievement of sales targets as laid down in the Incentive scheme for a given year for the business. The Incentive scheme can be modified anytime of the year based on business imperatives and will be communicated to all employees. The company reserves absolute discretion in designing the Incentive scheme in a given year and also to withdraw it altogether if it deems appropriate.

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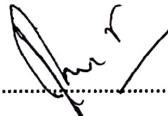
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Annexure: Joining Formalities

As part of the joining formalities, you are requested to bring the following documents with you on the day of joining:

1. 6 recent passport size photographs
2. Provident Fund account number of last organization. If account was held with a Trust, name and address of the Trust.
3. Photocopy of PAN card. If you do not have a PAN card and have applied for one, please bring a photocopy of the application for PAN no.
4. Photocopies of all education testimonials.



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