

DATE: 04/05/2023

OFFER ID: 72924-349403-354057

Mrs. Shanmugasundari Thangavadivel
F2, Murugan homes,
Plot no :30A/1 srinivasapuram 1st main road Plot no :30A/1 srinivasapuram 1st main road
Chennai Tamil Nadu - 600076

Dear Shanmugasundari Thangavadivel,

Welcome to Cipla!

Over the last eight decades, Cipla has been built on the foundation of care. With our pioneering work in the Indian Pharmaceutical industry, we have become the preferred choice of doctors, patients and employees. We have a **strong legacy** and we are all set for a **stronger future**. We welcome you in our journey as we progressively transcend into an integrated, forward looking and agile organisation with "Caring for Life" at its core.

We look forward to working with you and wish you a rewarding career with us.

Warm regards,



Sanjivani Sadani
Head HR - India Business

**Form A
(Rule 22 (1))
LETTER OF APPOINTMENT**

04/05/2023

Mrs. Shanmugasundari Thangavadivel
F2, Murugan homes,
Plot no :30A/1 srinivasapuram 1st main road Plot no :30A/1 srinivasapuram 1st main road
Chennai Tamil Nadu - 600076

Dear Shanmugasundari Thangavadivel,

Welcome aboard!

We are delighted to offer you the position of **Manager - D I** in our **India Business Prescription Sales** team at Cipla based in **Chennai**. You will be assigned a role of "Hospital Business Manager". Your scheduled date of employment with us will be 03/05/2023.

Here are the terms and conditions of our offer:

1. Your Total Salary will be Rs.83000/- per month. The details of the salary are provided in Annexure A.
2. You will be eligible for various benefits like Leave, Health Insurance and Group Life Insurance etc. of the Company. You can know more about the same on the sambandh portal. You will be eligible for further review of the emoluments as per the Company Policy.
3. Your services are transferable to any of the existing establishments / location of the Company as well as to any new establishments / locations that may be set up by the Company in future at the discretion of the Company without any extra remuneration. You are also liable to be transferred from one department to another department at the discretion of the Company.
4. You will be governed by all the rules and regulations of the Company including for employment, hours of work, holidays, discipline and general work practices applicable to the establishment / Location where you are posted for work and as amended from time to time. For details of the rules, please visit the Cipla HR site or seek assistance of the Human Resource department.
5. As a member of the management team, you will be responsible for supervising the promotion of company's business in the territory assigned to you. Since your role will be mainly managerial and administrative in nature involving exercise of judgement and discretion in dealing with customers and other outsiders, you are expected to operate with a high level of diligence and trust. You may also be required to supervise the work of employees if assigned to report to you.

Cipla Ltd. Regd. Office Cipla House, Peninsula Business Park, Ganpatro Kadam Marg, Lower Parel, Mumbai-400 013
Phone +91 22 24826000 Fax +91 22 24826120 E-mail contactus@cipla.com Website www.cipla.com
Corporate Identity Number L24239MH1935PLC002380

6. In the course of your employment, you may be given samples of our products, promotional materials, stationery and other materials for the purpose of being used while in employment. You shall be responsible for the safekeeping, appropriate usage and rendering account of such materials in your possession. You are requested to sign the enclosed undertaking and return it to the Human Resource Department. In the event of your employment coming to an end, you shall return all such materials with proper accounting and reconciliation before you are relieved from the services of the company. In case you fail to account for and return such materials within seven days of your employment coming to an end.
7. As per the policy of the Company, we expect all our full-time employees to devote their full-time attention and effort to the business of the Company and to continuously develop their professional skills in the mutual interest of the individual as well as the Company. We clearly disapprove of any employee directly or indirectly engaging himself in or devoting any time or attention to any part-time employment or business or monetary position other than that of the Company. The only exception that is permitted in this regard is honorary services that may be rendered by the employee on a reasonable and part-time basis, without interfering with the responsibilities entrusted to him by the Company, in regard to :
 - a. Social & Community Services
 - b. Professional Services
 - c. Sports and Welfare
 - d. Educational Activities

If however, any of these activities are proposed to be taken up, prior written permission of the Company should be obtained.

8. We would like you to be conscious of possible conflict of interest in cases where an employee may also own holdings of interest in a firm or corporation or a like, which supplies or offers to supply goods or services to us. Such interest may not necessarily be financial but also personal. You are required to disclose to us, to the best of your knowledge, your interest, if any, in any firm, or corporation or suppliers or a like with whom the Company deals. So also, you are required to voluntarily disclose any such interest that may arise in future.
9. Our operations, as you know, are subject to application of various laws. It, therefore, becomes necessary that you are fully aware of the implications of various laws that are applicable to the responsibility you are handling. Nevertheless, it is mentioned that compliance of law applicable to your assignment is your personal responsibility and you have to make sure that there is no cause whatsoever of violation of any of these laws. You should seek help of your superiors or the Company Secretary as and when necessary.
10. During your tenure with the Company you will come across various information including but not limited to information pertaining directly or indirectly to any commercial or manufacturing activity, research, development, finance, business, property, contract, method, working process, trade secret, transaction or affairs of the Company. All the aforesaid belongs solely to the Company. During your employment with the Company and/or after you cease to be in employment of the Company for any reason whatsoever, you shall not use any information of the Company for your benefit or for any third party, disclose to any person, firm or Company any of the aforementioned information, except as authorized in writing by the Company or as ordered by a court of competent jurisdiction. Under this covenant, the disclosure shall include but not limited to demonstrating, lecturing upon, publishing or divulging technical information, know-how, recipe, formula, process, research, result, method, specifications of any materials or of any machinery, design, layout or arrangement of plant or equipment composition, ideas or any other knowledge, information or document whatsoever which you may have acquired during the course of or incidental to your employment with the Company.

11. In the event of your acting in any manner contrary to or in breach of this engagement letter during the course of your employment with the Company or thereafter, the Company will be at the liberty to initiate appropriate action to safeguard the interest of the Company.
12. You must always act in the best interest of the Company and respect all property, material and documentation of the Company. You shall be solely responsible for the manner in which you will perform your services.
13. Further during the course of your employment with the Company and whether or not during your hours of employment and whether or not with the use of Company's facilities, materials or personnel, you either alone or jointly with any other person/persons in the service of the Company, conceive, make or devise any invention, discovery, process or improvement (whether patentable or not) or compile any data relating to any research, development, technique, method of manufacture, process, appliance, machinery or project now used, made or dealt in by the Company or hereafter to be used made or dealt in by the Company or which may be substituted for or used in conjunction with any research, development, technique, method of manufacture, process, appliance, machinery or project now or to be hereafter used, made or dealt in by the Company or suggested by or resulting in any task assigned to you or work performed by you for or on behalf of the Company, the following provisions shall have effect:
 - a. You shall disclose fully to the Company such invention, discovery, process, improvement or data and shall deliver to the Company a complete description of the nature of any such invention or process or improvement and the mode of operating and using the same and all papers, working drawings, statistics, formula or specifications relating thereto, which may be in your control, possession or custody.
 - b. Make any statement/s on behalf of the Company to press, media or any third party, without the express prior written consent of the Company;
 - c. You hereby agree that the right, title and interest in such inventions, improvements and ideas shall belong to the Company. You shall, if and whenever required by the Company, execute, acknowledge and deliver all such papers and documents and do and perform all such acts, deeds and things as may be necessary, desirable or requisite in the opinion of the Company for enabling the Company to make applications for obtaining and registering Patents in India and in any and all other countries and for publishing or otherwise protecting the said inventions, improvements and ideas and for vesting title to the said inventions, improvements, ideas and any Patents that may have been obtained in respect thereof absolutely in the Company.
 - d. You shall have no right whatsoever, in respect of the use of any such invention, discovery, improvement, process, data, techniques, methods or manufacture, appliances or machinery, whether during the continuance or after cessation of your employment with the Company for any reason whatsoever.
14. During the term of your employment, you shall not
 - a. Negotiate or enter into any oral or written contract, agreement or arrangement on behalf of or in the name of the Company, sign any cheques / checks on behalf of or authorize any payments by the Company, or otherwise bind the Company, without the express prior written consent of the Company.
 - b. Make any statement/s on behalf of the Company to press, media or any third party, without the express prior written consent of the Company.
 - c. Engage in any conduct, or cause the Company to engage in any conduct that would result in the Company's breach or violation of any agreement, law, ordinance or regulation.
15. You must not at any time misappropriate files or documents of any kind belonging to the Company or make copies, duplicates or excerpts of these for private or any other purposes unrelated to your employment.

16. Your date of birth as recorded by the Company on the basis of documentary evidence produced by you at the time of your appointment is 01/07/1991. You are requested to take note that this date will be considered as the authenticated date of birth for all purposes throughout your service with the Company, and will not be changed under any circumstances.
17. As per the policy of the Company the age for superannuation is 60 years. You will be superannuated as on 30/06/2051
18. Your employment is subject to you being declared medically fit in the medical check-ups conducted by the Company at the time of your joining (through the medical test / declaration provided by you) and periodically thereafter. On being found medically unfit, your services are liable to be terminated.
19. You shall communicate to the Company any change in your address as well as personal status. All communications sent to you in the normal course on the address given by you shall be deemed to have been received by you.
20. You shall comply at your own expense with all applicable provisions of law and taxation. You agree to indemnify and hold the Company and its affiliates harmless from and against any and all such liabilities or claims including but not limited to interest assessed or penalty and reasonable attorneys fees incurred arising from your failure to comply with any legal compliance or to pay any taxes etc. In case of any claim against the Company in this regard, you shall indemnify the Company for the same.
21. You represent and warrant that you have not executed any secrecy, non-compete agreements or arrangements in the past, or with your previous employers. You further represent that you are not engaged in any litigation, arbitration or other proceedings or investigations that could reasonably be expected to have any adverse effect on your ability to honour this engagement in full.
22. During your engagement, you shall not directly or indirectly be working for, advising or employed in any competitive / other business. Further, you shall not directly or indirectly provide or offer or agree to provide (whether as employee or consultant, independent consultant, owner, officer, partner, principal, joint venture, share holder, director, member, manager, investor, agent or otherwise) to any business any service similar to any service that you are providing to the Company during the term. Also you undertake that you shall not interfere with, attempt to interfere with, or attempt to affect in any adverse manner relationship of the Company with any customer or third party that the Company is then doing business with or actively seeking to do business with or that the Company did business with or actively sought to do business with during the term.
23. You will not undertake either directly or indirectly any activity which is contrary to or inconsistent with your obligations to the Company or in the Company's interest.
24. Your services may be terminated by the Company for any breach of terms of appointment or where the Company finds that your services are not satisfactory or where the Company feels it is not in the interest of the Company to continue you in the employment, or for any other reason, by a notice of 30 days or by payment of one month salary in lieu of notice. If you desire to leave the services of the company a written notice of one month will have to be given by you or in the alternative you may pay to the company one month salary and seek to be relieved upon the company being able to take charge or make alternative arrangements within a reasonable time frame. However, the company has a right to waive the period of notice after adjusting the available leave eligibility to your credit, if any, and relieve you immediately on receipt of your notice, in which case no salary will be payable for the period of notice so waived.

25. Company shall be entitled to terminate your engagement with immediate effect without notice or payment in lieu, if you are guilty of serious misconduct or any other conduct which renders all further relations between us immediately and definitely impossible.
26. Upon termination of your employment with the Company for any reason whatsoever, you shall be bound to inform the Company the name, full address and such other particulars as may be required by the Company of the person, persons, firm, Company, body corporate or other organization with whom you propose to take up employment or be otherwise associated in business immediately after the termination of your services with the Company or at any time in future within a period of 3 months. The Company shall always have the right to draw specific attention of such employer(s) and/or associates of yours to the various provisions of this employment contract and in particular to your obligations and commitments as agreed upon by you.
27. On termination of your employment, you are required to deliver safely to the Company all documents, data, keys, stationery and items which are the Company's property which may be in your possession or under your control.
28. The Company reserves the right in its absolute discretion to deduct from your salary or other benefits payable to you or require payment from you any money which you directly or indirectly owe to the Company.
29. You shall not,
 - a. Exercise any competing activities, either by conducting your own business or by being employed by a competing company, which may damage the interests of the Company by using knowledge acquired from the Company for your own interests or for those of a competing company or
 - b. Solicit the custom of any person, firm or company who is or has at any time during the continuance of this Agreement been a customer of the Company for the purposes of offering to that person, firm or company goods or services similar to or competing with those of the business carried on by the Company. As compensatory indemnity, the Company shall pay you an amount equal to 6 months' gross salary, unless the Company renounces the application of the non-competition obligation within 15 days after the termination of your employment.
30. The Company expressly disclaims any liability including criminal liability which may arise to the Company as a result of any of your unlawful acts or deeds and you further agree to keep the Company indemnified against all claims and liabilities which may arise there under.
31. If one or more of the provisions in this Letter of Appointment are deemed void by law, then the remaining provisions will continue in full force and effect. Any dispute that may arise between the Company and you in relation to your employment with the Company shall be subject to Mumbai jurisdiction only.
32. This Letter of Appointment overrides all prior discussions, negotiations and communications made with you with regard to your employment with the Company and this Letter shall form a final basis of your employment with the Company.
33. The Annexure forms an integral part of this Letter of Appointment.

Once again, a warm welcome to the Cipla family!

For Cipla Ltd



Sanjivani Sadani
Head HR - India Business

I acknowledge that I have read, understood and agree to be bound by the terms and conditions. I have understood them and I hereby accept the employment on the said terms and conditions.

Signature of Employee:

Employee Code: 158378

Date:

Name: Shanmugasundari Thangavadivel	Designation: Manager
Location: Chennai	Department: India Business Prescription Sales

COMPONENTS	PER MONTH(RS)	PER ANNUM(RS)
BASIC	29050	348600
HOUSE RENT ALLOWANCE	14525	174300
BASKET OF ALLOWANCES	35939	431268
TOTAL A	79514	954168
PROVIDENT FUND	3486	41832
BONUS	0	0
TOTAL B	83000	996000
VARIABLE PAY/PERFORMANCE BONUS		0
TOTAL CTC	83000	996000

In addition to the above you will get the following:

- Hospitalization benefits for self, spouse and 2 dependent children
- Group Life Insurance for Self
- Gratuity as per law