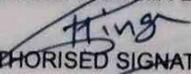




- e) During the period of your employment, if at any point in time you are found to be dishonest, disobedient, Intemperate, Irregular in attendance at work or commit a breach of the terms of your employment, the Division shall, notwithstanding anything to the contrary that may be contained herein, be entitled to terminate your employment forthwith without any notice whatsoever or payment in lieu of notice at the sole discretion of the Division, and may deduct the amount of any loss the Division may have sustained without prejudice to any of the rights and remedies which the Division may have against you from the emoluments, if any, then due to you. Any such deductions shall be final, conclusive and binding upon you in all respects and shall not be questioned by you on any grounds whatsoever.
- In the event of your being found indulging in any acts of omission or commission constituting a misconduct including unwelcome physical contact and advances and/ or a demand or request for sexual favours, and/ or sexually coloured remarks/jokes, and/ or showing pornography and/ or any other physical, verbal or no-verbal conduct of a sexual nature, as well as any other acts that will tantamount to an act of **moral turpitude**, as per applicable laws. In case at any point during your employment you commit a crime involving moral turpitude or a crime of heinous nature, then such conduct shall lead to issuance of charge sheet and initiation of disciplinary action till its final disposal without any salary and allowance, including but not limited to immediate termination or suspension of your employment without any notice.
- f) For the purpose of counselling, you may be called upon to stop working in the field and attend counselling sessions by your superiors as and when called upon to do so or at H.O.
- g) **CONFIDENTIALITY:** You will be discharging your duties diligently and sincerely and are bound by confidentiality obligations to the Company and will not divulge any secrets of the Division or its trade which may come to your knowledge during the course of your employment with the Division. You agree not to use or disclose to anyone any confidential information that comes to your knowledge during your employment that relates to the business of the division or the Company or the affairs of any of its customers, stockists, C&F agents, Health Care Professionals (HCPs), suppliers, or other parties with whom they have dealings, either while you are employed or at any time after your resignation or cessation from services.
- (i) If you are a manager/ supervisor, then in your capacity as the leader of your team, you would be in possession of highly sensitive and confidential information regarding and not limited to employee's compensation, rating, performance, promotions, career aspirations or any other sensitive information. You are required to keep the aforementioned information confidential and refrain from using it in any way.
- (ii) You are requested to maintain complete confidentiality of all information of any nature, including information about the affairs of any individual who interacts with Company's constituent or any of its Divisions, subsidiaries or group companies, and information about their business, including any documents, books, or records, that you have access to by virtue of your employment in the Division. In addition, you shall not directly or indirectly disclose or cause the disclosure of any such information to any person at any given time.
- (iii) In performing your duties, you may from time to time receive or obtain or get access to information/ data/ documents including reports, correspondences, from the Company or related or associated with the Company, its Divisions, subsidiary or affiliates or otherwise and have access to information relating to their clients or business information, transactions, business plans, photographs of the data/ information, systems, personnel, or other information of a confidential nature (this will be termed as the "Information").

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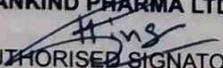
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- (iv) In consideration of the Division making the Information/data/ documents available, you undertake and agree that you will:-
- a. Always keep the Information/data/documents confidential and not divulge or communicate to any person, other than those approved in writing by the Division, any of the Information/data/documents which you may (whether before or after the date of your appointment) receive or obtain.
 - b. Avoid usage of Information/data/documents for any purpose other than in connection with your services to the Division.
 - c. Any privileged or confidential information symbolizing any of the Information disclosed to you in the course of your employment with the Division remains the exclusive property of the Company and whenever requested by the Company and/or in any event upon the termination of your employment, you are requested to promptly deliver to the Company all the information and documents (whether original copies or in hard copy or electronic form).
 - h) You shall not publish or cause to be published any publication or contribute to any article or review to any social media platform, newspaper, magazine or book, brochure or pamphlet or other publication in any way related to or concerning the Division's products or policies without prior written clearance from the Division.
 - i) By signing your Appointment Letter, you agree to comply fully with the Uniform Code for Pharmaceuticals Marketing Practices (UCPMP), 2024 and its subsequent amendments thereof. This includes refraining from using any form of inducement or subterfuge to secure an interview with a Health Care Professional (HCP), and from making any payments, directly or indirectly, to gain access to an HCP. You are also strictly prohibited from making promises and/or offering gifts to HCPs and/or their family members, and from providing any pecuniary advantage of any nature, whatsoever and/or benefit in kind to individuals qualified and/or eligible to prescribe and/or supply drugs. You will not borrow or collect any money on Division's account from any dealer or doctor or other party. You shall not accept or undertake to accept either directly or indirectly any gift, commission or other favour of any kind whatsoever in connection with your work without the prior consent of the Division. Violation of these provisions may result in strict disciplinary action, including immediate termination of employment, in accordance with Company policies.
 - i. You will undertake to adhere to such scheme/procedures as the Division may at its sole discretion introduce/withdraw/alter/modify from time to time.
 - ii. You shall maintain normal discipline and decorum while attending doctors, customers and in briefings, cycle meetings, etc.
 - iii. In the event of your failure to fulfil all the above obligations, the Division shall be at liberty to treat you as unauthorized absent from fieldwork unless all working reports are completed to the satisfaction of your superiors.
 - j) Non-submission of DCR/non-submission of leave application/false reporting of calls in DCR and false claim through Tour Expense Statement are all serious misconduct which will render you liable for severe disciplinary action which may result in cessation of your employment with the Company.
 - k) It is ordinarily presumed that this contract of employment is renewed from time to time till you reach the age of superannuation on the understanding that your performance in the job is satisfactory and acceptable in all respects. You will be advised from time to time about your performance especially, if and when, it falls below satisfactory level. If the Management finds that you are incapable of performing the job/jobs assigned to you, in spite of best efforts on your part, you may be put on a Performance Improvement Plan (PIP), as per the Division's PIP policy.

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In case your performance continues to be below satisfactory levels, based on loss of confidence of the Company in your abilities to perform your duties, then the Management will be at liberty to terminate this contract of employment at any time by giving one month's notice or salary in lieu of such notice. In other words, it will be presumed that the contract has not been renewed from the date of such termination.

- l) **TERMINATION:** The Company reserves the right to terminate this contract of employment at any time by giving one month's notice or salary in lieu of such notice.
- m) You will be provided with necessary promotional material, identity/visiting cards, product literature, training manuals, stationery etc. In the event of your leaving the Division by way of resignation, retirement, termination or any reason whatsoever, you shall return all the Division's property in your possession such as and including printed stationery, unutilized samples, electronic devices such as tablets, visual aids, detailing folders, guidebooks, promotional material, gadgets, detailing bag, identity cards, No Due Certificate from all stockiest, imprest, cash/advance, if any, and/or any other articles to the person nominated by the Division and your dues shall be settled only on receipt of the Division's property. In case if you fail to return the Company's property including NO Dues Certificate, within 30 days from the date of relieving or the time prescribed under the applicable laws (whichever is less), the Company shall recover the amount from your full and final settlement dues, without further reference / notice to you.
- n) You shall neither assign nor pledge to third parties including Retailers, Wholesalers/C&F or Agents, any financial or other benefits to which you are entitled under the terms of the Offices Employment/ Agreement/ Contract with the Division.
- o) If at any time, the Management is not in a position to provide you work for trade reasons or business exigencies you may be laid off from work for reasonable time without any leave or compensation.
- p) If any question of interpretation of any terms/conditions of your appointment/employment arises, the Division's decision shall be final and binding on you.
- q) You are required to submit the following documents on or before your date of joining.
 - i. Original Certificate in support of the qualifications mentioned by you in your application.
 - ii. Original Certificate supporting your date of birth/School leaving certificate.
- r) You shall communicate to the Division if there is any change in your correspondence address as well as personal status or marital status. All communications sent to you in normal course at the address given shall be deemed to have been served on you.
- s) **DUAL EMPLOYMENT:** You are not allowed to work in any other place / Office / area for any remuneration while working in company's service for full-time or part-time, nor shall hold any business or agriculture business, directly or indirectly.
- t) **AREA OF ACTIVITY AND TRANSFER:** Your headquarters for the time being will be as mentioned above. You are liable to be transferred, without any additional compensation, with 7 (seven) days written notice, to any Area/ Territory, in any other division of the Company within India (whether existing or formed in future) as the Management may from time to time deem necessary at their sole discretion. Your refusal to such transfer or in case you fail to report for duties at the transferred place will be considered as your unwillingness to serve the Company, and in such case, Management will be free to initiate disciplinary proceedings against you without any remuneration, including the termination of your services by giving requisite notice. However, no such notice shall be required to be given if your services are terminated during probation.

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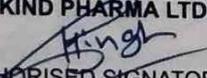
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- u) **RETIREMENT:** Without prejudice to any other rules and regulation of the company and any laws, you shall automatically retire from the employment of the Company on completion of 25 years of continuous service with the Company or on attaining the age of 60 years, whichever is earlier, or as decided by the Company. The retirement age can be reduced/ advanced in case you are found to be medically or physically unfit or at the absolute discretion of the Company. The date of your birth will be counted by your educational certificates given by you at the time of employment with the company and will be final and binding on you. By virtue of this clause, you shall not claim any right of employment with the Company till the prescribed retirement age, as your employment is subject to the terms and conditions laid down by the Company, and as may be amended from time to time.
- v) **ROTATION POLICY:** In the course of service without any prejudice to any other Rules & Regulations of the company, you may be asked to promote any product(s) of group or may be transferred to any division(s) of the group. Your unwillingness to accept the opportunity shall be treated disregard to company policy and management is free to take any disciplinary action for this.
- w) **MEDICAL EXAMINATION:** You might be asked to undergo medical examination during the course of your employment, at Company expense as and when directed by the management, at any hospital in New Delhi or appointed hospital at the Assigned Head Quarter. In case you wish to avail sick leave beyond the eligibility, as per Company policy, you shall be required to submit medical certificates from a certified medical practitioner. Please note that the Company reserves the right to authenticate the medical condition of the employee through its authorized medical practitioners, at any time at its sole discretion.
- x) **MISCONDUCT:** The following acts and omissions will be considered misconduct on the part of field member:
- Non fulfilment of rules and regulation of the company.
 - Dual employment.
 - Refusing or avoiding transfers.
 - False reporting.
 - Unauthorised Social Media usage w.r.t Company or work
 - Misuse of physician's samples and promotional material.
 - Leaking confidential information.
 - Giving false information in application form and course of employment.
 - Disobeying the instructions or assignments given by seniors.
 - Non-participation in quarterly meeting, indoor refresher course and field refresher courses.
 - Bad administration work.
 - Fake billings and claiming expenses which were not borne by you in actual.
 - Demanding or accepting gifts/ money in any form (loan or gift) from doctors / chemists / stockiest / C&F agents with whom the company has business contacts.
 - Indulging in coercive / wrong activities with any doctor / stockiest / dealer or any other employee of our company or any other company with in the establishment of the company or outside it.
 - Refusal for accepting charge sheet, order of suspension, notice & letters.
 - Unauthorized Absenteeism.

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- q. Disparagement of the Company, its products, directors and employees.
- r. Any other activity which are against moral values.

If found guilty for any of the above mentioned misconduct, then such misconduct shall lead to initiation of disciplinary action till its final disposal without any remuneration, including but not limited to immediate termination of your services with the Company or the cessation of employment.

y) **WORKING DAYS:**

- a. Working days are from Monday to Saturday.
- b. You will interact with your customer as per Company norms applicable to you. These calls must be made as effective as possible.
- c. You will post daily call reports (DCR) through the requisite system applicable to you, expenses statements, sample acknowledge form, market reports, stock & sales statement of your stockist, list of doctors not contacted and any other reports required by your managers / office at the intervals directed by them.
- d. DCR should be maintained up to date at all time.
- e. All letters, emails, text message including WhatsApp, sent from the Company's representatives must be acknowledged and attended to within 3 days from receipt of the letters.
- f. If the DCR or other reports are not received by the company within 3 days from their scheduled dates, it shall be considered that you have remained unauthorised absent from work, not entitling you for any payments / remuneration, for the period for which the said reports are not submitted.

z) **ENQUIRY & PENALTY:** If anyone is found indulging in any type of misconduct stated above the Management have the right to initiate inquiry for the said misconduct, or you may be awarded with the following penalties depending on the nature & severity of the misconduct.

- Suspension
- Dismissal
- Compulsory Retirement
- Cessation of Employment
- Withhold of increments or promotions
- Imposition of fine

The above penalties shall be final, conclusive and binding upon you in all respects and shall not be questioned by you on any grounds whatsoever.

aa) **LOSS OF LIEN:** If you do not join the assigned Head Quarters or you remain absent without prior sanctioned leave in writing from the reporting manager for a continuous period of five days, you will lose your lien on your appointment.

ab) **RESIGNATION:** If you desire to leave the services you shall give one month's notice in writing to the Company, however the Company reserves the right to relieve you anytime during the notice period, at its sole discretion, with/without payment of any compensation in lieu thereof. If you leave the services without giving one month's notice, the Company shall be entitled to deduct 1 (one) month gross salary from your full and final settlement.

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Post resignation, you will not be relieved from your duties unless the resignation has been duly accepted in writing and it shall be your sole responsibility to hand over charge of your job including all materials, articles and belongings of the Company that may have come in your possession during the course of your employment, and submit No Due Certificate (NOC) obtained from assigned stockists duly signed by your concerned Manager/superior.

For the purposes of Full and Final Settlement (FnF), the Company shall consider the last DCR (as per Company norms applicable to you) submitted by you as your last working day (LWD).

ac) You are covered under category "Sales Man" as per Sales Promotion Employees Act. "Sales man" means any person by whatever name called employed or engaged in any establishment for hire or reward to do any work relating to promotion of sales or business as per the sales promotion employees Act, 1976, 2(d).

ad) OTHER MEDIA, INTERNET, BLOGS, SOCIAL MEDIA & EXTERNAL PERSONS

(a) You are not authorized to share any information about the Company on any social media or other platform. This includes but is not limited to information about any internal activity, colleagues, projects, or initiatives. Violation of the same will be a breach of confidentiality and invite disciplinary action. Any behaviour on the social media that could potentially bring disrepute to the Company may invite suitable punitive/ disciplinary action including but not limited to termination/ cessation of your employment at the discretion of the Company and claiming damages.

(b) Concerns and grievances, if any, need to be raised and redressed through the channels available or by reaching out to your Field Coordinator or as per the defined Escalation Matrix of the Company. Raising your grievances and internal organization matters on social media, in the public domain or with external individuals or in violation of the defined escalations matrix of the Company, will be considered a breach of conduct and may lead to the cessation of your employment at the discretion of the Company.

ae) **NON-DISPARAGEMENT:** You shall not, directly or indirectly, during or after the cessation of your employment with the Company, make or cause to be made any disparaging, denigrating, derogatory or other negative, misleading or false statement orally or in writing to any person or any social media platform or any medium, about the Company, including the Company's Affiliates, Divisions, directors, members, officers or employees, or the investment or business strategy or plans, policies, practices or operations of the Company. You acknowledge and agree that any written or oral contracts/or other correspondence with clients of or advisors to the Company (or to any investor in Company) or any regulatory authority on behalf of the Company shall be made by you in good faith in accordance with the terms of this Clause and in the best interest of Company. This clause shall not be construed to prohibit you from responding publicly to incorrect public statements or from making truthful statements when required by applicable law or any governmental authority.

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af) **JURISDICTION:** You will be governed by Head Office at New Delhi. Your salary will be deemed to have been paid at New Delhi and for all purpose, your appointment also will be deemed to have made at New Delhi. In case of any dispute that may arise between you and the company in connection with any of the matters specified in this agreement, it is specifically agreed and understood by and between the parties that the Courts situated in the city of New Delhi alone will have jurisdiction to try and entertain such matters. This Appointment Letter shall supersede all previously executed employment contracts, if any, with the Company. However, for the existing employees, the present Appointment Letter will not have any impact on their continuity of their service and related benefits arising out of it. You are requested to implement the measures introduced by the management from time to time. Such changes can be in plans, procedures, systems required for the benefit of the company.

We hope this is beginning of your long and prosperous career with us.

Yours Sincerely,

MANKIND PHARMA LTD.

[Signature]
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Mr. Sunil Kumar Panchariya
Area Manager
Sales

ANNEXURE I

Following would be your CTC:

S.NO	SALARY HEADS	MONTHLY(RS.)	ANNUALLY(RS.)
A			
FIXED COMPONENT			
1	Basic	37300	447600
2	House Rent Allowance	18650	223800
3	Special Allowance	38450	461400
4	Child Education Allowance	200	2400
5	IMGI	6000	72000
GROSS TOTAL		100600	1207200
B			
RETIRAL BENEFIT			
6	Gratuity	1794	21528
7	PF	1800	21600
C			
OTHER BENEFIT			
8	Bonus	700	8400
9	Special Bonus	1300	15600
10	Leave Travel Allowance	350	4200
11	Insurance Premium	25	300
GRAND TOTAL		106569	1278828
IN WORDS	Rs Twelve Lakh Seventy Eight Thousand Eight Hundred Twenty Eight Only		

*You are also eligible for standard daily working allowances as per company policy applicable from time to time in the region of your posting.

Group Mediclaim Policy: Covers Self, Spouse, upto 2 children and 2 dependents subject to the limit defined in company policy.

Group Accident Insurance Policy: Coverage as per Company policy.

Please confirm your acceptance of the salary structure as attached in **Annexure-I** by signing and returning this letter in duplicate for our records.

Notes:

- Statutory dues/taxes shall be deducted from the salary on month-on-month basis, as per applicable income tax laws.
- In the event of your resignation or separation (whichever is earlier) within a period of 2 years of the date of your joining the Company, any notice pay reimbursement, joining bonus, related relocation expenses provided by Company and/or any other amounts, if paid, at the time of joining will become payable by you to the Company.

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ANNEXURE-II

Self-Declaration Regarding Compliance to the Uniform Code for Pharmaceuticals Marketing Practices (UCPMP)

I, **Sunil Kumar Panchariya**, bearing PAN / Aadhaar No **AYPPP9011K / 574000300293** and working as a **Area Manager** with MANKIND PHARMA LTD., a company incorporated under the laws of India ("**Mankind**"), hereby declare and state that I have read, understood and agree to comply fully, with the provisions of the Uniform Code for Pharmaceuticals Marketing Practices, 2024 ("**UCPMP**") and its subsequent amendments thereof.

By signing this declaration, I expressly affirm that I will, during the course of my employment/association with Mankind, shall adhere strictly to the guidelines laid down by the UCPMP with regards to promotion of drugs, including, *but not limited to*, (a) ensuring that, while promoting a drug, information about the drug is balanced, up-to-date, verifiable, does not mislead either directly or by implication, accurately reflects current knowledge or responsible opinion, and is capable of substantiation, and (b) refraining from disparaging other companies, their products, services, or promotions, either directly or by implication.

Furthermore, I hereby affirm that I will not, in any manner, either directly or indirectly, engage in any form of inducement and/or subterfuge to secure an interview with a Health Care Professional (HCP)/Registered Medical Practitioner (RMP). I also commit to refrain from making any promises and/or offer payments, directly or indirectly, to gain access to such HCPs/RMPs.

Furthermore, I understand and acknowledge that I am strictly prohibited from offering gifts and/or providing any pecuniary advantage or benefit in kind to HCPs/RMPs or their family members.

I acknowledge that violation of any provisions of the UCPMP may result in strict disciplinary action in accordance with Mankind's policies. I hereby pledge to uphold the highest standards of integrity and professionalism in my interactions with HCPs/RMPs, in accordance with the UCPMP.

Name:

Place:

Date:

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