

January 22, 2018

**Dhiraj Tiwari,  
GL-2,  
Om Vindhya Vasini Apartment,  
Near Uttar Bhartiya Bhavan,  
Chinchpada Road,  
Katemanivli, Kalyan East,  
Maharashtra-421306  
India**

Dear **Dhiraj**,

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 **Assistant Manager, Business** in our **Med Delivery- Anesthesia Sales** department.
2. Your reporting would be to Head office based out of **Gurgaon**.
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 **Manager, Sales** 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 **Manager, Sales** in respect of the matters delegated to you.
5. Your contract is effective **January 19, 2018** or any date, 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 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.

**Accepted and agreed by Dhiraj Tiwari**

.....on..... (Date)

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.
  1. 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 or otherwise obtained or accessed by you shall be and remain the sole property of Baxter. In this position you are likely to be exposed to information which is proprietary to Baxter including without limitation: 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 to Baxter, 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. Without limiting the generality of the foregoing you understand and agree that (i) as between you and Baxter all information that comes into your possession while engaged by Baxter, whether prepared by you or others, is and will remain the property of Baxter; (b).you will return upon Baxter's request at any time (and, in any event, prior to the last day that your engagement by Baxter ends) all documents, written material, information, products, devices and other property belonging to Baxter, as well as all documents and other materials of any kind that constitute or contain any such information, in your possession or control, regardless of how stored or maintained, including all originals, copies and compilations and all information stored or maintained on computer, tapes, discs or any other form of technology.

**Accepted and agreed by Dhiraj Tiwari**

.....on..... (Date)

9. You shall not disclose including to any public papers, journals, pamphlets, leaflets, or cause to be disclosed at any time, any information or documents, official or otherwise, relating to Baxter or its subsidiaries or affiliates, except with prior written approval of the Baxter management.
10. 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 and including any and all parts thereof (hereafter termed "Invention" or "Inventions") that you make, suggest, conceive, devise or first actually reduce to practice, solely or jointly with others, 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 or is otherwise made, suggested, conceived, devised or first actually reduced to practice during your engagement with Baxter;
  - 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 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 absolutely and in perpetuity your entire 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, to the fullest extent permissible under 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 Invention, you will at any time, either during or after the engagement with Baxter, at the request and expense of Baxter but without further consideration to you from the Company, assist Baxter in filing, obtaining, maintaining and enforcing patents thereon in any and all countries and will promptly 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 Invention or any patent issuing thereon.
11. 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.
12. 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.

**Accepted and agreed by Dhiraj Tiwari**

.....on..... (Date)

13. In addition you will be reimbursed all official expenses incurred as per Company policy as laid down from time to time.
14. The terms of this contract are strictly confidential between you and Baxter and any breach of this confidence will be reviewed with utmost seriousness.
15. 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 will become familiar as a result of your engagement with Baxter: (i) you agree to use such Confidential Information (including any part thereof) only for the benefit of Baxter; (ii) you will not disclose such Confidential Information (including any part thereof) to any person except as specifically approved by Baxter's published policies and processes applicable on the date of disclosure; (iii) 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. For purposes of this Agreement, "Confidential Information" means any and all business or technical information furnished to or obtained by you during the course of your engagement with Baxter (including, without limitation, information created, discovered, developed or made known by you), whether such information is oral, written, pictorial or in the form of computer data. Such Confidential Information includes, without limitation, any product information, inventions including without limitation Inventions (whether patentable or not), ideas, concepts, business plans, projections, customer lists and information, financial information, sales files, processes, prototypes, formulae, compositions, drawings, specifications, samples, software (including object and source code), techniques, discoveries, know-how, research and development and trade secrets. Confidential Information shall not include information that is generally known in the public domain prior to your engagement with Baxter or has become generally known in the public domain after the date of this contract of engagement through disclosure authorized by Baxter in writing.
16. 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. In addition to the terms and conditions laid out in this contract of engagement, your employment will also be governed by the global and country specific policies and processes of the organization that are published from time to time. By accepting this letter, you also agree to abide by all the terms and conditions as well as all such policies and processes.
17. 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.
18. 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.

**Accepted and agreed by Dhiraj Tiwari**

.....on..... (Date)

19. This Contract shall be governed by and construed and enforced in accordance with the laws of India.
20. 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**



**Gautam Kumar**  
**Director, Human Resources, India**

**Accepted and agreed by Dhiraj Tiwari**

.....on..... (Date)

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

<i>(All figures INR)</i>	
Basic Salary	460,000
HRA	230,000
Conveyance Allowance	19,200
Supplementary Allowance (*Flexi Plan Benefit)	440,800
<b>Annual Base Salary</b>	<b>1,150,000</b>
Provident Fund	55,200
Gratuity	22,126
Hospitalisation Insurance Cover	8,000
Personal Accident Insurance	1,323
Group Term Life Insurance	7,142
<b>Target Incentive (@100% Performance)</b>	<b>300,000</b>
<b>Cost to Company (CTC)</b>	<b>1,543,790</b>

\*Your next compensation review cycle will be w.e.f April 1-2019

**For Baxter India Pvt. Ltd**



**Gautam Kumar**  
Director, Human Resources, India

Accepted and agreed by Dhiraj Tiwari

.....on..... (Date)

## Flexible Compensation Plan (Flexi Basket)

The plan empowers employees to choose any/all component from the flexi basket and avail tax benefit, which would be adjusted against the salary component of "Supplementary Allowance".

Kindly note, this will be a one-time activity for the running financial year with limited time to register and submit the flexi options i.e. in the first month of joining the organization. Ensure that you login within 5 days of receiving HRMS link to avail options as mentioned below:

<b>Flexible Compensation Plan (Flexi Basket)</b>		
Supplementary Allowance	Leave travel allowance (LTA)	LTA can be claimed twice in a block of 4 years. Current block is 1st Jan'2014-31st Dec'2017. This is subject to grade wise entitlements set under the plan. Please check with your HR Manager for specific limits in your case.
	Meal Card	Meal card can be availed of Rs.2200/- per month (Rs.26, 400/- for a full year / prorated from date of joining for new hires).
	National Pension Scheme	10% of basic salary can be invested under national pension scheme.
	Medical reimbursement	Can claim medical reimbursement of Rs.1, 250/- per month (Rs.15, 000/- for a full year / prorated from date of joining for new hires).

<b>Insurance Benefits 2017-18</b>		
Group Mediclaim Insurance (GMC)	Employee, spouse and 2 dependent children are covered as per your eligibility*	
Group Personal Accidental Insurance (GPA)	Employee is covered up to 5 times of Annual Base Salary.	
Group Term Life Insurance (GTL)	Employee is covered up to 3 times of Annual Base Salary.	

***\*Baxter India also provides option of Parental Mediclaim Insurance Coverage under "Co-Pay" system with minimum premium contribution. Kindly contact your HR partner for more details.***

Accepted and agreed by Dhiraj Tiwari

.....on..... (Date)

**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. 3 recent passport size photographs
2. Provident fund & UAN account number of last organization. If account was held with a Trust, name and address of the trust.
3. Photocopy of PAN card & Passport. 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 and professional experience.

**Accepted and agreed by Dhiraj Tiwari**

.....on..... (Date)