



**GlaxoSmithKline
Pharmaceuticals Limited**
Dr, Annie Besant Road,
Worli, Mumbai - 400 030

December 15, 2007

Tel.: +91(0)22-2495 9595
Fax: +91(0)22-2495 9494

Mr. Dhiraj Tiwari
Maa Vindhya Vasini Apt,
Chinchpada Road,
Katemanivli, Kalyan - East,
Thane
Mumbai - 421 306

Dear Mr. Dhiraj Tiwari

We are pleased to appoint you as a Medical Representative in Grade I, and the Letter of Appointment is enclosed.

Please sign each page of the duplicate of this letter and return the same to us as a token of your having accepted the terms and conditions mentioned therein.

Yours faithfully,

for GlaxoSmithKline

Pharmaceuticals Limited,

A handwritten signature in blue ink, appearing to read 'Harcharan Singh', written over a horizontal line.

Harcharan Singh
Executive Vice President - Pharmaceuticals

"FORM A"



GlaxoSmithKline

LETTER OF APPOINTMENT

GlaxoSmithKline
Pharmaceuticals Limited
Dr, Annie Besant Road,
Worli, Mumbai - 400 030

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1. Name of the establishment : GlaxoSmithKline Pharmaceuticals Limited
2. Address : Dr. Annie Besant Road,
Worli, Mumbai 400 030
3. Name of the employer : GlaxoSmithKline Pharmaceuticals Limited
4. Name of the Sales Employee : **Mr.Dhiraj Tiwari**

5. Mr.Dhiraj Tiwari is appointed as a Medical Representative in this establishment with effect from 24th December 2007. This appointment is subject to passing of the final graduation examination by the candidate. If no authorized results from university for passing the said examination is produced for whatever reasons, within 4 months of issue of the Appointment letter, the said appointment stands terminated.
6. His/Her appointment is on probation for 6 months with effect from 24th December 2007. The said probationary period may be extended if considered necessary by the Company for a further period of a maximum of 6 months.
7. His/Her scale of wages is Rs.170-15-200-(EB I)-20-240-(EB II)-25-315 plus Dearness Allowance.
 - a) His/Her basic salary during the period of probation will be Rs.170/- p.m. plus Dearness Allowance, and such other allowances as may be sanctioned from time to time. During the period of probation or any extension thereof, his/her services may be terminated by either side at any time, without notice or pay in lieu thereof without assigning any reasons, and in such event, he/she will only be paid the salary and allowances, if any, earned by him/her up to the date of such termination.

b) At the end of the probation period, provided his/her services have been found satisfactory to us, and subject to his/her being found medically fit at that time by our Medical Officer, his/her appointment will be confirmed in writing. On such confirmation, he/she will be placed in Grade 'I' in the scale of Rs.170-15-200-(EBI) - 20-240-(EB II)-25-315 plus Dearness Allowance and such other allowances as are applicable and in force for the time being and which may be sanctioned/modified/alterd from time to time. He/She will be governed by the terms and conditions of service mentioned hereunder subject to such amendments, additions, deletions, changes, modifications, variations as may be effected from time to time. He/She will also be subject to the Company's rules and regulations for the time being in force and as varied from time to time.

8. He/She will draw total wages of Rs.12,307/- p.m., (depending upon the CPI prevailing at that time), provided he/she fulfils all the requirements for being eligible for the same under the various agreements applicable to the Medical Representatives of the Pharmaceuticals Division.

Basic	Rs.170/- p.m.
Dearness Allowance (D.A.) at All India Average CPI 3035 (Nov 2007) variable according to CPI as per Agreement dated 15/06/2005.	Rs.10,212/- p.m.
House Rent Allowance	as applicable to his/her grade in terms of Settlement dated 15/06/2005.
Education Allowance	
Leave Travel Allowance	

9. He/She will be entitled to a Daily Allowance for the actual days worked, as mentioned hereunder subject to his/her fulfilling the terms mentioned hereunder:

Headquarter –	
• For Metropolitan city	Rs.175/- per day
• For towns other than Metro cities	Rs.155/- per day
Ex-headquarter –	Rs.170/- per day
Upcountry –	Rs.230/- per day

OTHER CONDITIONS OF SERVICE

10. He/She will be governed by the terms and conditions of service annexed hereto, subject to such amendments, additions, deletions, changes, modifications, variations as may be effected from time to time.

11. He/She will also be subject to Company Rules and Regulations for the time being in force and as varied from time to time.



GlaxoSmithKline

12. It is an integral part of the terms and conditions of your service with the Company that:

a) During the period of your employment with the Company, he/she shall return to the Company within the time limit specified, all the Company's property such as, detailing folder, guide book, unutilised samples, undistributed gift articles, undistributed gadgets, etc., and/or any other articles belonging to the Company, which are given to him/her from time to time for the purposes of his/her work.

b) In the event of his/her leaving the Company by way of resignation, retirement, termination, or any reason whatsoever, he/she shall return all the Company's property which may be in his possession at the time of leaving the Company, such as, and including, printed stationery, unutilised samples, detailing folder, guide books, gift articles, gadgets, detailing bag and/or any other articles belonging to the Company and his/her dues shall be settled only on receipt of such Company's property.

c) Whatever material and/or information and/or training is given to him/her during the course of his/her employment with the Company, will be used by him/her as per the instructions given to him/her in this regard from time to time for the purpose of the Company's business only and shall not be used by him/her for any other purposes whatsoever. The same shall not be revealed and/or divulged, and/or made known, and/or given by him/her to any person other than the person/s for whom it is intended.

d) During the period of your employment with GlaxoSmithKline Pte Ltd ("GSK"), you will be working in the [Pharma Sales] department and will be dealing with certain sensitive reports, agreements, information and data which are also confidential in nature, ("the Information"). GSK considers and you acknowledge that the Information is GSK's proprietary and confidential property. Accordingly you hereby agree as follows:

1. You shall keep confidential the Information you have access to before, on or after the date of this Agreement. The Information shall at all times remain the property of GSK.
2. You shall not make any copies or reproductions of the Information except for the purpose of your employment with GSK, nor shall you use of the Information, nor disclose such Information to any third party whatsoever.
3. The confidentiality and non-use obligations accepted by you under this Agreement shall expire on the fifth (5th) anniversary of the date of your acceptance hereof.
4. This Agreement shall be governed in all respects by Singapore laws and the parties hereby submit to the exclusive jurisdiction of the Singapore courts.

Kindly indicate the acceptance and agreement to the terms and conditions hereof by countersigning both copies of this letter and return one such copy to GSK.



13. On confirmation he/she will be entitled to leave facilities in accordance with the Company's rules and as applicable to representational staff. Even after confirmation, his/her services may be terminated by the Company without assigning any reason by giving one month's notice or one month's salary in lieu thereof. Should he/she wish to leave the services of the Company, he/she shall give to the Company one-month's notice in writing.
14. He/She will not, under any circumstances, ask for any change favourable to him/her in his/her date of birth recorded by the Company at the time of his appointment on the basis of the statements and documents submitted by him/her.
15. He/She will retire from the services of the Company on attaining the age of 55 years. He/She will also be entitled to Gratuity and Provident Fund as per the existing rules of the Company. We enclose Form 2 in respect of the Provident Fund Scheme, Form 2 for Family Pension Scheme and Form 40-A (in duplicate). Kindly complete and sign all these forms and return to Field Support Cell along with the signed copy of this letter.
16. He/She will in the first instance, be stationed in Mumbai Selling Area, but the Company reserves the right to transfer him/her anywhere in India, from one Region to another, from one territory to another in the country, from one selling Division to another and from one area of activity to another (including a subsidiary or an associate Company) for business interest
17. He/She will be governed by the Sales Promotion Employees (Service Conditions Act), 1976 as applicable to him/her and other Settlements/Agreements or law which may be entered into/made applicable to him from time to time.
18. You shall neither assign nor pledge to third parties, including the Company's Stockists/ Retailers/ C & F Agents', any financial or other benefit to which you are entitled under the terms of your employment/ agreement/ contract with the Company, nor shall you avail of any personal benefit, whether in cash or in kind or in goods, from such third parties, including the Company's Stockist/ Retailers/ C & F Agents.
19. In the event of any dispute or difference in connection with or arising out of your employment terms/ conditions, the location for the purpose of jurisdiction shall be the State Labour Authority under the Industrial Disputes Act 1947, ["the said Authority"] situated in Chennai for representatives of Chennai Selling Area; the said Authority situated in Delhi for the representatives of Delhi Selling Area; the said Authority situated in Kolkata for the representatives of Kolkata Selling Area; or the said Authority situated in Mumbai for the representatives of Mumbai Selling Area, as the case may be, depending upon the Selling Area in which your current/ last HQ is based.



20. You are advised to submit us the PAN No. issued by Income Tax Department within a month to enable us to update records.

21. These terms and conditions as set out herein are acceptable to him/her, and he/she has signified his/her acceptance by signing the duplicate copy of this letter and the attached copies of the terms and conditions of service.

Enclosed copies of Settlement & Code of Conduct.

Harcharan Singh
Executive Vice President – Pharmaceuticals

I accept this appointment and terms of service as stated above, as well as in the Agreement / Settlement dated 15/06/2005 alongwith Code of Conduct.

Signature:

Date : 21/12/2007