

Aishwarya Desai  
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1<sup>st</sup> July 2020

Dear Aishwarya,

We are pleased to appoint you as Analyst in the Role Level Expert 1 in the SBS - Digital & IT division at Sigma Aldrich Chemicals Pvt Ltd Bangalore on or about 1<sup>st</sup> July 2020 on the following terms and conditions:

1. You shall join the service of the Company no later than 1<sup>st</sup> July 2020 on or about the Joining Date you shall report to Manager - IT
2. Your agreed compensation and benefit plan are attached at Annexure "A". Any payment to you will be subject to deduction of tax, if any applicable to such payment.
3. There are no fixed annual increments in this role. The Company follows a system of annual appraisal of performance in the job, and salary adjustments each year depend on such assessments.
4. This Offer, and consequently your employment, are contingent on the results of the pre-employment medical-checks, the reference checks and the background checks. After your acceptance of the Appointment Letter, Merck will conduct a series of background checks either by itself or through third parties. For this purpose, a written consent is required from you in the format that will be provided to you. In case you do not provide such consents or if the background checks reveal that you have provided false information, Merck shall have the right to immediately terminate your employment and take appropriate action.
5. It is a general condition of service in the Company that all employees are liable to serve in any part of India as the Management may decide from time to time. In such a case, you shall be governed by the service conditions, rules and regulations prevailing at the place of transfer.
6. You may have to travel anywhere in India or abroad during your employment as may be determined by the Management from time to time.
7. You may be transferred or would have to render your services to the Company's sister concern(s) or associates as and when required. In such a case, you shall be governed by the service conditions, rules and regulations of such sister concern or associate.
8. During the Employment Period, except for such other activities as may be approved by the Company, in writing, in its sole discretion, you shall devote your entire business time, attention and energies to the business and affairs of Merck, to the performance of your duties under this Agreement and to the promotion of the Merck's interests, and shall not (i) accept any other employment or consultancy, or (ii) engage, directly or indirectly, in any other business activity (whether or not pursued for pecuniary advantage) that is or may be competitive with, or that might place you in a competing position to, that of the Company.

9. You shall perform your services strictly in accordance with Company rules and regulations, policies, guidelines, and code of conduct & ethics as may be in force from time to time. Any breach of such rules, policies, guidelines and code of conduct & ethics is considered as material breach of service condition.
10. All work results produced by you in connection with his activities for the Company (hereinafter "Work Results") shall be the exclusive property of the Company with the right to free use and exploitation.

To the extent that such Work Results are protected by copyright, you hereby grant the Company the exclusive, irrevocable, perpetual, worldwide and unlimited right to use and exploit the Work Results in all conceivable forms and for all conceivable purpose. This applies, in particular, to reports created by you, data bases, organizational charts, forms, manuals and other documents which are eligible for copyright protection as well as possibly created computer programs. The right to use and to exploit the Work Results comprises the Company's right to transfer this license to third parties, to grant sublicenses and to hire out the license. Unless otherwise agreed in the individual case, you waive your right to be named as author and to have access to such Work Results.

11. You shall use Company's assets, equipment and resources for the performance of Company's work only.
12. Declaration to be given by you: Concurrently herewith, you are requested to provide the declarations, representations and warranties pertaining to closure of your previous employment obligations, no conflict of interest and confidential information, as attached here to Annexure A1 (the "Declarations, Representations and Warranties"). The compensation and benefits provided under this Agreement and other good and valuable consideration are hereby acknowledged by the parties hereto to constitute adequate consideration for you giving these Declarations, Representations and Warranties. Merck is entitled to take strict action against you for violation by you of any declaration, representation or warranty hereby given.
13. At the time of separation, you shall return to the Company all its property, assets, data, files (along with passwords and user instructions) etc. in your possession on or before your last day of employment with Merck. You shall also comply with the Company's separation procedures as applicable.
14. The rights and duties of the parties will be governed by the laws of India, excluding any choice-of-law rules that would require the application of the laws of any other jurisdiction. The parties hereto consent to the exclusive jurisdiction of the courts located in Mumbai, India to adjudicate any disputes between such parties.
15. As of the Effective Date, this Agreement, together with the Declarations given by you constitute the final, complete and exclusive agreement and understanding between the parties with respect to the subject matter hereof and replaces and supersedes any and all other agreements, offers or promises, whether oral or written, made to you by the Company or any representative thereof.
16. You will retire from the service of the Company on your completing 60 years of age.
17. During the term, your services may be terminated by the Company without assigning any reason by giving two months' notice or two months' basic salary in lieu thereof. Should you wish to leave the service of the Company, you shall give to the Company two months'

notice in writing or two months' basic salary in lieu of notice, whichever is required by the Company.

However, in case of breach of service conditions or violation of company rules, regulations, policies, etc by you, the company shall be entitled to terminate your employment with immediate effect. In such an eventuality, you will be paid for services rendered till the date of termination after appropriate deductions are made by the company for any loss, damage, etc. resulting from your actions.

18. You will be subject to the Company's rules, regulations, policies, etc. for the time being in force and as varied from time to time. In case you violate the Company's rules, regulations, policies, etc., the Company shall take appropriate action against you, including but not limited to termination of your employment.
19. If any provision of this Appointment Letter is held by law or judicial / administrative order to be invalid, void or unenforceable, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Company and yourself in accordance with applicable law, and the remaining provisions of this Appointment Letter shall remain in full force and effect. The failure of the Company to object to any violation by you of any of the terms and conditions under this Appointment Letter will not be deemed a waiver of any right or remedy in respect of the same or subsequent violations.
20. This Appointment Letter will be issued in a set of two originals. For this Appointment Letter to be valid and effective, you need to accept the same and send one original (duly accepted and signed) to us.

Yours faithfully,  
For M/s. Merck - Sigma Aldrich Chemicals Pvt Ltd



Rajan Susairaj:  
Country Head – Talent Acquisition, India & Indonesia

I have read and understood the terms of this Appointment Letter and accept the same

Signature: \_\_\_\_\_  
Name: Aishwarya Desai

## Annexure 'A'

## Total Remuneration Summary

Salary Structure	Monthly	Yearly
Basic Salary	12,000	1,44,000
Housing Allowance	4,983	59,794
Education Allowance	200	2,400
Statutory Bonus	3,000	36,000
Special Allowance	7,440	89,280
<b>Retirals</b>		
PF Contribution *	1,800	21,600
Gratuity <sup>(1)</sup>	-	6,926
<b>Annual Base Salary (ABS)</b>	<b>29,423</b>	<b>3,60,000</b>

Variable Pay <sup>(2)</sup>		
Performance Bonus as % of ABS	10%	36,000

<b>Total Cost to Company</b>	<b>3,96,000</b>
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Benefits	
Group Mediciclaim Benefits <sup>(3)</sup>	Floater coverage of INR 500,000
Group Personal Accident <sup>(4)</sup>	Covered under Accidental Disability
Group Term Life <sup>(5)</sup>	Covered under Accidental/Natural Death
Mobile reimbursement	As per the Company Policy
Mobile Handset	As per the Company Policy
Data Card	As per the Company Policy

## Note :

All the components are subject to Income Tax Rules Of India. Income tax deduction from salary will be as per Income Tax Act 1961 and amendments thereof.

Professional Tax deduction will be as per state government tax jurisdiction.

\* Provident Fund : This denotes the employer contribution towards PF, equal contribution towards PF will be made by the employee.

<sup>(1)</sup>**Gratuity:** Gratuity will be applicable as per the Gratuity Act (on completion of 5 years in the company)

<sup>(2)</sup>**Variable Pay:** As per the performance bonus guideline applicable.

<sup>(3)</sup>**Group Mediciclaim Benefits:** An employee can cover upto four persons (including himself) under the policy. The other three members may be either spouse, children or parents.

<sup>(4)</sup>**Group Personal Accident:** Employees are covered under the Group Personal Accident policy for any Accidental Disability. In case of claim the amount will be paid to the employee.

<sup>(5)</sup>**Group Term Life:** Employees are covered under the Group Term Life policy. In case of Accidental/Natural death the nominee will be get an amount of Minimum 25 Lacs or Maximum upto 3 times of Annual Base Salary (ABS).

For all company benefits and entitlements applicable to your role level, please refer to the company policy document.

### **Annexure 'A.1'**

#### **Declarations, Representations and Warranties**

"I hereby declare, represent and warrant that as of my effective start date of employment with Merck, I will have (a) terminated my employment with any current / previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply / applied to me vis-à-vis any current / previous employer and any other employment or contractor relationships.

I hereby declare, represent and warrant that I have not, during the course of any current / previous employer and any other employment or contractor relationships, entered into or agreed to any obligation or arrangement which may restrict, prohibit or debar or conflict with, or be inconsistent with my acceptance of the offer made by Merck or employment with Merck, including, but not limited to, any time bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby declare and agree that at all times, I shall observe secrecy and confidentiality and will not divulge, disclose or make known to any person within or outside the Company, nor will you be authorized to use any knowledge or information in respect of manufacturing, technical trade or business data (including manufacturing processes, technical know-how, customer information, business plans and like matters) which are necessarily confidential and have come to my knowledge and possession. I shall also not remove any such information in any form whatsoever from the Company premises, nor copy or transmit the same unauthorizedly nor will I grant permission to assist, permit entry to, or in any manner co-operate with any unauthorized person for the purposes of accessing, obtaining, copying, transmitting or removing the above. Even after the cessation of my employment with the Company, I shall not use, divulge, disclose or remove in any manner whatsoever confidential information of the type described above of which I was in possession whilst in service to the detriment of the Company or otherwise. I shall also observe all the confidentiality measures which are in existence, or which may be enforced from time to time, as well as directions as to confidentiality marked on any communication, document, computer floppy, USB drive, hard disk drive, or electronic mail, etc. I shall be liable to indemnify and hold the Company and its directors and officers harmless and Indemnified against any damage or loss caused to the Company because of breach of confidentiality on my part. These confidentiality provisions shall survive the separation of my employment with the Company, either by way of retirement or termination or otherwise.

Acknowledged and Agreed

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Aishwarya Desai

Date: