



Beckman Coulter India Pvt. Ltd.

Unit Nos.TF-B-07(A) to15,
Third Floor, B Wing,
Art Guild House, Phoenix Market City,
LBS Road, Kurla (W)
Mumbai – 400070

May 15th, 2020

**Abhilash Alwandi,
#186, Bangalore University Layout,
4th main, 5th stage BEML Layout,
Rajarajeshwari Nagar 560098**

Dear Abhilash,

Welcome to Beckman Coulter India Private Limited.

With reference to the interview and subsequent correspondence you have had with us, we are pleased to appoint you as **Software Design Engineer III, Danaher Digital** with effect from **August 17th, 2020** on the following terms and conditions:

1. Location and date of joining

Your appointment will be effective on or before **August 17th, 2020**.

2. Compensation

- (a) Your basic salary will be **Rs. 580,000** per annum and your gross emoluments (CTC) will be **Rs. 1,595,000** per annum. This includes employer's contribution towards Provident fund. The detailed breakup of your compensation is given in Annexure A.
- (b) You would also be covered under an incentive plan, details of which will be communicated to you separately. The target earning under the plan is indicated in the attached annexure. Please note that this could vary upwards or downwards, depending on actual individual and Danaher Digital's performance.
- (c) You will be eligible for coverage under the company's hospitalization and personal accident insurance benefits as per the company's policy.
- (d) A Joining Bonus of INR **1,00,000** (gross payment subject to tax) would be paid to you in one installment within two pay periods after you start with Beckman Coulter, India Pvt. Ltd. In case you voluntarily leave the organization, or your services are terminated on account of performance or misconduct within 24 months from your date of joining, the full amount paid to you will be recovered from your Full & Final Settlement.

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3. **Leave**

You will be eligible for leave as per the rules of the Company. However, leave entitlement of any nature is applicable only upon confirmation / completion of probation period.

4. **Policies**

You will comply with the Company's policies and procedures, including the Danaher Standards of Conduct (the "Standards"), as amended from time to time, and you agree to perform your duties in accordance with all applicable laws and regulations. You agree to complete all training related to the Standards as required and agree to annually recertify adherence to the Standards

5. **Employment terms:**

(a) **Probation:** You will initially be on probation for a period of six months from your date of joining and based on your satisfactory performance, your services will be confirmed on completion of the said period. During your probation, if in the opinion of the Company your services are not satisfactory, the Company reserves the right to either terminate your services with immediate effect or extend your probation period. The decision of the company in this regard is final and binding on you. At the end of the extended probation period your services will be confirmed if your services are found satisfactory during the extended period of probation.

(b) **Posting and Transfer:** You will be initially posted at **Bangalore, India**, and you will be assigned to the Danaher Digital's team. However, your services are transferable to any other place or office of the Company or to any subsidiary or associate company, whether now existing or still to be formed. Such transfer / deputation will be in accordance with the company policy and can be temporary or permanent. Though you have been engaged for a specific position, the Company reserves the right to determine the responsibilities that you may be subsequently called upon to perform from time to time.

(c) **Full time engagement:**

You will appreciate that, as a professional, you have to devote yourself to the Company on a full time employment basis and, as such your hours of work would depend upon the requirements of the organization. To enable you to give your best, you will not undertake and participate, directly or indirectly, in any activity which may come in the way of effective discharge of our duties, without consent in writing from the Management.

The Company considers its human resources as one of its major assets and, in view of the ambitious growth plans of the organization, we very much expect you to grow with



the growth of the organization by producing most optimum results in agreement with your superior. At the same time, you would assist, in the best way possible, in training and developing the other members of your team to equip them to face the challenges of the future. The Company strongly believes in the policy of promoting its people from within, wherever possible.

6. Termination/ Resignation:

- (a) We hope your association with us will be a long one. However, this agreement of employment may be terminated by either party giving two months' notice in writing. The company reserves the right of giving two months' salary in lieu of notice. In the event that you give any notice of termination / resignation to the Company pursuant to this Section, the Company may choose to immediately terminate your employment at any time after the notice but before 2 months or to demand 2 months' salary in lieu of notice period or ask you to continue and
- (b) serve full notice period at its own discretion. During probation, the employment can be terminated by giving two week of notice period by either party.
- (c) Your employment hereunder may be terminated immediately by the Company for Cause upon written notice to you. Cause for the purpose of this Agreement shall mean any:

 - I. Any misconduct as defined & described in the Model Standing Orders Act 1946.
 - II. Any violation of the Company's policies and the Standards or failure to complete the related training and annual recertification.
- (d) You will abide by the rules and regulations of the Company which are in force from time to time and the Company shall have the right to vary or modify any or all of the above terms and conditions of service which shall be binding on you. Breach of any above terms and conditions and breach of any of the rules and regulations of the Company as applicable to all its employees at any point of time, will render you liable to termination of your employment, with us, without notice or compensation thereof.
- (e) Your age of retirement will be 60 yrs.
- (f) However, the Company may, in its sole, absolute and uncontrolled discretion, require you to retire at any age after 50 years without assigning any reason and the decision of the Company in this behalf shall be final, conclusive and binding on you.



(g) Arbitration:

This Agreement shall be governed by the law applicable in India. In the event of any dispute arising out of or in connection with the interpretation or implementation of this agreement, or out of or in connection with the breach, or alleged breach of the agreement (hereinafter referred to as the "Dispute") between you and the Company, both you and the Company shall attempt in the first instance to resolve the Dispute through friendly consultations. If the Dispute is not resolved through friendly

Consultations within thirty (30) days after one party informs the other party in writing of the existence of the Dispute, then either of the parties may refer the dispute for resolution by arbitration. Such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any statutory re-enactment or modification for the time being in force.

You or the Company shall be entitled to apply to the appropriate competent court for interim or interlocutory relief in respect of such arbitration.

The arbitration shall be held in Mumbai, India in the following manner:

- (a) All proceedings in any such arbitration shall be conducted in English.
- (b) There shall be one arbitrator, who shall be fluent in English. Within thirty (30) days of the reference of the Dispute to arbitration, you and the Company shall agree upon an arbitrator. If the parties do not reach agreement on the arbitrator, the arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- (c) The arbitration award made shall be final and binding on both you and the Company and you agree to be bound thereby and to act accordingly. The award shall be enforceable in any competent court of law. The award shall be in writing.
- (d) The arbitrator may award to the party that substantially prevails on merits, its costs and reasonable expenses (including reasonable fees of its counsel).

You agree and undertake to execute such further documents and take such further actions as may be required by the Company or under law in relation to and to effectuate such arbitration.

7. Confidentiality Agreement

You shall not, either during your engagement with the Company or thereafter, divulge to any person whatsoever any secrets or any confidential or proprietary information (whether belonging to Company or any other party) which you may receive or obtain or to which you may have access. You shall honor your confidentiality obligations to prior employers and other parties, and not divulge to Company any secrets or any confidential or proprietary information which you may have received or obtained or to which you may



have had access in connection with any prior employment or any other activities (“Third Party Information”).

In particular and without limiting your obligations, you shall not reveal to any person any of the trade secrets or confidential operations or dealings or any information concerning the organization, business, finances, transactions or affairs of Company which may come to your knowledge during your employment hereunder. You shall keep with complete secrecy all confidential information entrusted to you and shall not

use or attempt to use any such information in any manner which may inure or cause loss either directly or indirectly to Company or its business or in any way be likely so to do.

This restriction set forth in this Section 8 – *Confidentiality Agreement* shall continue to apply after the expiry or termination of this Agreement without limit in point of time but shall cease to apply to information or knowledge which comes into the public domain.

Any invention, improvement or design conceived by you while in our employ which is within the existing or contemplated scope of the business of the Company, including its subsidiaries or affiliates, shall become the Company’s exclusive property for all countries.

8. Competition

You hereby expressly covenant and agree that for a period of one (1) year immediately following the cessation of your employment with the Company for any reason including, without limitation, termination by mutual agreement, you will not for yourself, or on behalf of any other person, firm, partnership, or corporation, without the prior written consent of the Company, engage in business that is the same or similar to the business of the Company nor directly or indirectly compete with the Company or use the Proprietary Information of the Company. As used herein:

- a. “Direct competition” means the design, development, production, promotion or sale of services or products competitive with those to which the services or products of the Company relate
- b. “Indirect competition” means your functioning as an employee, consultant or advisor for any competitor or for a consultant or any other organization or any
- c. third party or holding 10% or more of the shares of any company or entity providing services or products competitive with the services or products of the Company.

9. Declaration

By accepting this employment agreement, you grant consent to BC IPL and Human Resources department, as well as the Company’s affiliates, including Danaher Digital (hereinafter a “Group Company”) wherever it or they may be located, to utilize and process your personal information, compensation and performance details for purposes of, or related to your employment. This may include transfer of your personnel records outside of your home country, including to a Group Company.



All personnel records are considered confidential and access will be limited and restricted to individuals with need to know, or process that information, including the Company's or a Group Company's management teams and human resources personnel.

Your personnel records will be shared with third parties as needed assisting in human resources administration.

The company has made you this offer of employment based on the particulars furnished in your application. If, at a subsequent date, it is discovered that any of the details furnished by you were false or untrue, the company shall be at liberty to terminate your employment summarily and without notice, or compensation in lieu of notice.


We take pleasure in welcoming you to our organization and sincerely hope that your period of service will be long and mutually beneficial.

Yours sincerely,

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

Pallavi Menon
Senior Manager – Human Resources
Beckman Coulter India Pvt. Ltd.

Candidate Name:

Signature:  Date of Acceptance: 19/05/2020 Date of Joining: 17/08/2020

Annual Compensation Details:

Abhilash Alwandi,
Software Design Engineer III
India Development Centre, Bangalore

Components	Amount Per Annum (INR)
Basic	580,000
HRA	232,000
FBP	568,400
PF – Employer's contribution	69,600
Base Pay	1,450,000
ICP @ 100% Achievement	145,000
CTC	1,595,000
Gratuity*	27,898
Total CTC	1,622,898

Other Benefits:

*Gratuity	As per Act
Group Life Term	3 times of Gross CTC
Group Medclaim	Rs.5,00, 000/- family floater policy (Employee /Spouse/ 2 kids)
Group Personal Accident	Coverage for Employee only.
Wellness Programme:	Employee can opt for Wellness reimbursement for any physical activity program like Gym, Yoga, Aerobics, Zumba and outdoor sports activities, and claim reimbursement subject to a maximum of INR 8,000 per calendar year (with valid bills).



Flexible Benefit Plan Annexure II

Guidelines

- The associates can decide & upload the FBP allocation through the Employee Self Services Portal (ADP Portal).
- Timelines for Allocation of FBP
 - For Regular Associates : Once a year : Start of Financial Year
 - For New Joiners: Declaration in the following month of joining as per Payroll Cut-off date.
 - For any other salary changes: Declaration in the following month as per Payroll Cut-off date.
- Once the allocation is done, this cannot be changed later in the year.

Flexible Benefit Plan

- FBP has 2 basic types of components:
 - **Reimbursements** – will be paid out on a monthly basis. Associates are advised to submit bills / claims during the period of January – March
 - **Allowances** – will be paid out on a monthly basis
- Any un-distributed FBP amount, will be moved to Special Allowance and paid out monthly.
- FBP amount can be allocated against 10 benefit heads, as shown below:

Heads	Amount (Rs) Per annum	Guidelines
A. Allowances		
Education Allowance	Determined by the number of school going children: 1 child : Rs. 1,200 pa 2 children : Rs. 2,400 pa	Associate declares the number of school going children at the start of the year. No additional proof needed.
Meal Allowance	Allocate Amount: Rs. 0 Or Rs. 26,400 pa	Sodexo cards will be issued that will be loaded with the allocated amount on a monthly basis.

B. Reimbursements		
Leave Travel Allowance (LTA)	Allocate any amount. No upper cap defined	Claim submission: Travel bills + approval of 3 vacation days taken; Covers expenses to Domestic travel by the shortest distance by bus, rail or flight; Can be claimed only twice in a block of 4 years.
Vehicle Maintenance	Determined by the car engine capacity: Less than equal to 1.6 CC :Rs. 21,600 pa Greater than 1.6 CC : Rs. 28,800 pa	Claim bills for Fuel + car maintenance expenses + Insurance; Car must be in the associate's name.
Driver's Salary	Amount : Rs. 10,800 pa	Can be selected only if Vehicle maintenance has been opted. Claim submission: Proof of salary paid to driver.
Uniform Allowance	Allocate any amount in the range: Rs. 0/ to Rs. 15,000 pa	Claim expenses incurred by the associate on purchase of Business clothing only. Accessories are not claimable.
Telephone	Allocate any amount. No upper cap defined	Claim post-paid mobile bill or land-line bills. Must be in the name of the associate; Only broadband bills not claimable.
Books and Periodicals	Allocate any amount. No upper cap defined	Claim bills for purchase of business books and periodicals. Bills must be in the name of the associate; Newspaper bills not claimable; Based on self-declaration.
Professional Pursuits	Allocate any amount. No upper cap defined	Claim expenses incurred by the associate on business relevant education and courses for self; Covers expenses incurred on tuition or course fees or study material; travel or lodging expenses are not claimable; Proof of supervisor approval to be submitted.
Special Allowance	Remaining amount from FBP which is not been allocated	Amount remaining from the FBP which is not been claimed or allocated will reflect under Special Allowance .



ANNEXURE B

MATERNITY LEAVE POLICY

This policy aims to inform employees of the statutory maternity benefit under the law. Maternity Benefit is payable to an employee who has worked in the Company for a period not less than eighty days in the twelve months immediately preceding the date of her expected delivery.

Employee must give a notice in writing to the employer in the prescribed manner and may nominate a person to whom the payment should be made during the period of her Maternity. She must state the date from which she will be absent from the work not being a date earlier than twelve weeks from the date of her expected delivery.

The Maternity Benefit for all the eligible female employees would be for a maximum period of 26 weeks of which not more than 8 weeks shall precede the date of her expected delivery. This is for two surviving children. For more than two children, only 12 weeks' maternity benefit of which not more than 6 weeks shall precede the date of her expected delivery.

The recent amendments in Maternity Benefit Act have extended 12 weeks Maternity benefit to 'Commissioning mother' and 'Adopting mother'. The definitions in the amendments are as under.

'Commissioning mother' means a biological mother who uses her egg to create an embryo implanted in any other woman.

'Adopting mother' means a woman who legally adopts a child below the age of three months or a commissioning mother shall be entitled to maternity benefit for a period of twelve weeks from the date of the child is handed over to the adopting mother or the commissioning mother.

In case where the nature of the work assigned to a woman is of such nature that she may work from home; the employer may allow her to do so after availing of the maternity benefit for such period and on such conditions as the employer and the woman may mutually agree.

Every establishment having fifty or more employees shall have the facility of crèche within such distance as may be prescribed, either separately or along with common facilities. The employer shall allow 4 visits a day to the crèche by the woman which shall also include the interval for rest allowed to her. Further rules are awaited.

The HR Team will be responsible for reviewing this policy on a regular basis considering any changes in legislation.