

Registered Office
Quintiles Research (India)
Private Limited
B-101-106, Shapth IV
Opp. Karnavati Club
Sarkhej-Gandhinagar Road
Ahmedabad 380 051
India
Tel: +91 79 6630 3300
Fax: +91 79 6630 3366
www.quintiles.com

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement ("Agreement"), dated as of the {OFFER_ACTUAL_START_DATE} is made and entered into by Quintiles Research (India) Pvt.Ltd (hereinafter the "Company") and {CANDIDATE_PREFIX}. {CANDIDATE_FIRST_NAME} {CANDIDATE_LAST_NAME} (hereinafter the "Executive"). The Company desires to employ this Executive as - {JOB_TITLE} and provide adequate assurances to this Executive and this Executive desires to accept such employment on the terms set forth below.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Company and Executive agree as follows:

1. EMPLOYMENT. The Company employs Executive and Executive accepts employment on the terms and conditions set forth in this Agreement.

2. NATURE OF EMPLOYMENT. This Executive shall serve as a {JOB_TITLE} and have such responsibilities and authority as the Company may assign from time to time. Additionally, this Executive agrees to perform such other duties consonant with those of an executive at the Executive's level as the Company may set from time to time.

2.1 This Executive shall perform all duties and exercise all authority in accordance with, and otherwise comply with, all Company policies, procedures, practices and directions.

2.2 This Executive shall devote all working time, best efforts, knowledge and experience to perform successfully the Executive's duties and advance the Company's and/or its Affiliates' interests. During employment, this Executive shall not engage in any other business activities of any nature whatsoever (including board memberships) for which this Executive receives compensation without the Company's prior written consent; provided, however, this provision does not prohibit this Executive from personally owning and trading in stocks, bonds, securities, real estate, commodities or other investment properties for the Executive's own benefit which do not create actual or potential conflicts of interest with the Company and/or its Affiliates. As used in this Agreement, "Affiliates" shall mean: (i) any Company's parent, subsidiary or related entity; and/or (ii) any entity directly or indirectly controlled or

beneficially owned in whole or part by the Company or Company's parent, subsidiary or related entity.

2.3 This Executive's base of operation shall be {ENTER_LOCATION} subject to business travel as may be necessary in the performance of Executive's duties.

3. COMPENSATION.

3.1 Base Salary. This Executive's monthly salary for all services rendered shall be Indian Rs.{OFFER_PAY} monthly (less applicable withholdings), payable in accordance with the Company's policies, procedures and practices as they may exist from time to time. Executive's salary shall be reviewed in accordance with the Company's policies, procedures and practices as they may exist from time to time.

3.2 Other Benefits. This Executive may participate in all medical and disability insurance, pension, personal leave and other employee benefit plans and programs except Executive may not participate in any severance plans which may be made available from time to time to Company executives at Executive's level; provided, however, that this Executive's participation in benefit plans and programs is subject to the applicable terms, conditions and eligibility requirements of these plans and programs, some of which are within the plan administrator's discretion, as they may exist from time to time.

3.3 Business Expenses. This Executive shall be reimbursed for reasonable and necessary expenses actually incurred by this Executive in performing services under this Agreement in accordance with and subject to the terms and conditions of the applicable Company reimbursement policies, procedures and practices as they may exist from time to time. Expenses covered by this provision include but are not limited to travel, entertainment, professional dues, subscriptions and dues, fees and expenses associated with membership in various professional, and business and civic associations of which Executive's participation is in the Company's best interest.

3.4 Nothing in this Agreement shall require the Company to create, continue or refrain from amending, modifying, revising or revoking any of the plans, programs or benefits set forth in Sections 3.2 through 3.3. Any amendments, modifications, revisions and revocations of these plans, programs and benefits shall apply to Executive.

3.5 If, at any time during which the Executive is receiving salary or post-termination payments from the Company, the Executive receives payments on account of mental or physical disability from any source, then the Company, at its discretion, may reduce the Executive's salary or post-termination payments by the amount of such disability payments.

4. TERM OF EMPLOYMENT.

4.1 The parties agree that during the first one hundred and eighty (180) days (first and last day, inclusive) of the Executive's employment with the Company (the "Probation Period"), either party may terminate this Agreement without Cause (as defined in clause 4.2, below):

- (i) at any time upon giving the other party thirty(30) days written notice; except
- (ii) that the Company may by written notification to you extend the said Probation Period by further two (2) months (the "Extended Probation Period"); and
- (iii)that in the event this Agreement has not been terminated by either party during the Probation Period or the Extended Probation Period (as the case may be); then
- (iv)for the remainder of the duration of the Executive's employment with the Company (i.e. after the Probation Period/Extended Probation Period), either party may only terminate this Agreement without Cause by providing the other with sixty (60) days written notice.

For the avoidance of doubt the terms applicable to the Probation Period shall be applicable to the Extended Probation Period on a *pari pasu* basis.

4.2 In addition to termination without cause pursuant to sections 4.1 above, your employment may also be terminated as follows:

(a) The Company shall have the right to terminate your employment immediately by written notice for Cause (as defined below), or without notice in the event of your Disability (as defined below), upon attaining Retirement Age (as defined below) or death.

As used in this Agreement "Cause" shall mean:

- (i) your performance of your job in an unsatisfactory manner, as determined by the Company;
- (ii) your material breach of any of the terms of this Agreement including but not limited to Section 2;
- (iii) your failure to comply with Company policy, procedure, practice or direction by the Company;
- (iv) your misconduct, violation of any law classified as a felony or dishonesty; or
- (v) the Company's dissolution or cessation of business operations.

"Disability" as used in this Agreement, means a physical or mental condition that renders you unable to perform the essential functions of your job for a period of one hundred and eighty (180) days or more. Disability shall be determined by a physician satisfactory to the Company.

Subject to the provisions of the foregoing paragraph, for the purposes of this Agreement, you shall be deemed to attain retirement age when you attain the age of sixty (60) years (the "Retirement Age").

Without prejudice to the provisions of any agreement and/or arrangement that the Company may have with any body corporate in respect of statutory or other benefits that you may be entitled to, you acknowledge and agree that, The Retirement Age may be varied by the Company at its sole discretion (which shall be by way of written notification to you and which may be electronically communicated).

(b) You may terminate your employment upon sixty (60) days written notice in the event the Company fails to comply with any material provision of this Agreement; provided, however, the Company shall have sixty (60) days from the receipt of such notice to cure any such default. If such default is cured within the initial sixty (60) days period, or if the Company takes reasonable steps to cure the default within such period and reasonably expects to cure such default within a reasonable time and in any event within ninety (90) days of the original notice of breach, then in either event, you shall have no right to terminate your employment

4.3 This Agreement shall terminate upon the termination of the employment relationship with the following exceptions: Section 6 (Company Property and Competitive Business Activities), and Section 7 (Release) shall survive the termination of Executive's employment and/or the expiration or termination of this Agreement, regardless of the reasons for such expiration or termination.

5. COMPENSATION AND BENEFITS UPON TERMINATION.

5.1 The Company's obligation to compensate the Executive ceases on the effective termination date except as to: (i) amounts due at that time and (ii) any compensation and/or benefits to which the Executive may be entitled to receive pursuant to Sections 5.2, 5.3, 5.4, 5.7 or 5.8.

5.2 If the Company terminates Executive's employment pursuant to Sections 4.1 (without cause), then the Company's sole obligation shall be to pay Executive: (i) amounts due on the effective termination date; (ii) Subject to Executive's compliance with Section 6 and subject to Sections 3.5 and 5.6, an amount equal to this Executive then current monthly base salary (less applicable withholdings) for the three (3) month non-competition period set forth in Section 6.2, payable in equal monthly installments.

5.3 If the Company terminates this Executive's employment as provided in Section 4.2 or if the Executive terminates employment pursuant to Section 4.1 (without

cause), then the Company's sole obligation shall be to pay Executive amounts due on the effective termination date. Executive, except when employment terminates pursuant to Section 4.2(a) (death), shall comply with Section 6 of this Agreement upon expiration or termination of this Agreement.

5.4 If Executive terminates the employment relationship as a result of the Company's failure to cure its material breach of this Agreement after the Executive has given the Company notice of the material breach and 30 days in which to cure the breach (or such longer period as may be reasonably required to cure the breach as long as the Company is making good faith efforts to do so), pursuant to Section 4.2(b) of this Agreement, then the Company's sole obligation to Executive in lieu of any other damages or other relief to which the Executive otherwise may be entitled shall be (i) an amount equal to amounts due at the time of the Executive's termination; and (ii) subject to Executive's compliance with Section 6 and subject to Sections 3.5 and 5.5, liquidated damages in an amount equal to the Executive's then current monthly salary (less applicable withholdings) for the three (3) month non-competition period set forth in Section 6.2, payable in equal monthly installments.

5.5 The Company's obligation to provide the payments under Sections 5.2 and 5.4 is conditioned upon Executive's execution of an enforceable release of all claims and the Executive's compliance with Section 6 of this Agreement. If Executive chooses not to execute such a release or fails to comply with Section 6 then the Company's obligation to compensate the Executive's ceases on the effective termination date.

5.6 Executive is not entitled to receive any compensation or benefits upon the Executive's termination except as: (i) set forth in this Agreement; (ii) otherwise required by law. Moreover, the terms and conditions afforded Executive under this Agreement are in lieu of any severance benefits to which the Executive otherwise might be entitled pursuant to any severance plan, policy and practice of the Company and or its Affiliates. Nothing in this Agreement, however, is intended to waive or supplant any death, disability, retirement or pension benefits to which the Executive may be entitled under employee benefit plans in which the Executive participates.

5.7 Without prejudice to the provisions of Section 4.1, 4.2 and 5.2, if the Executive terminates his/her employment pursuant to Section 4.1 (without cause), then the Company may at its sole option, either require the Executive to: (a) serve the notice period specified in Section 4.1 (whether such notice period is within the Probation Period or at any time thereafter) in whole or part; or (b) may pay the Executive an amount equivalent to the gross salary that would have been owed to the employee for the duration of the aggregate notice period specified in Section 4.1 in lieu of the Executive serving the said notice period.

5.8 It is expressly acknowledged and agreed that the rights of the Company set out in Section 5.7 (a) and (b) may be exercised in whole or in part by the Company and where the Company requires the Executive to only serve a part of his/her notice period pursuant to Section 5.7 (a), then for the remainder of the notice period the Company shall pay amounts in lieu of notice on a pro-rated basis.

6. COMPANY PROPERTY AND COMPETITIVE BUSINESS ACTIVITIES.

6.1 Company Property. Upon termination of the Executive's employment, Executive shall: (i) deliver to the Company all records, memoranda, data, documents and other property of any description which refer or relate in any way to Trade Secrets or Confidential Information, including all copies thereof, which are in the Executive's possession, custody or control; (ii) deliver to the Company all Company and/or Affiliates property (including, but not limited to, keys, credit cards, client files, contracts, proposals, work in process, manuals, forms, computer stored work in process and other computer data, research materials, other items of business information concerning any Company and/or Affiliates client, or Company and/or Affiliates business or business methods, including all copies thereof) which is in the Executive's possession, custody or control; (iii) bring all such records, files and other materials up to date before returning them; and (iv) fully cooperate with the Company in winding up the Executive's work and transferring that work to other individuals designated by the Company.

6.2 Competitive Business Activities. During the Executive's employment and the three (3) months following the Executive's effective termination date (regardless of the reason for the termination), Executive will not engage in the following activities:

(a) on Executive's own or another's behalf, whether as an officer, director, stockholder, partner, associate, owner, employee, consultant or otherwise, directly or indirectly:

(i) compete with the Company or its Affiliates within the geographical areas set forth in Section 6.2(1); except that Executive, without violating this provision, may become employed by: (a) any company which is engaged in the integrated development, discovery, manufacture, marketing and sale of pharmaceutical drugs that does not engage in contract sales and/or contract research; (b) a local, state or federal government; or (c) an academic institution, provided you are not providing services for such institution that competes with the Company or its Affiliates.

(ii) within the geographical areas set forth in Section 6.2(1), solicit or do business which is the same, similar to or otherwise in competition with the business engaged in by the Company or its Affiliates, from or with persons or entities: (a) who are customers of the Company or its Affiliates; (b) who Executive or someone for whom the Executive was responsible solicited, negotiated, contracted or serviced on the Company's or its Affiliates' behalf; or (c)

who were customers of the Company or its Affiliates at any time during the last year of Executive's employment with the Company;

(iii) offer employment to or otherwise solicit for employment any employee or other person who had been employed by the Company or its Affiliates during the last year of Executive's employment with the Company; or

(b) directly or indirectly take any action which is materially detrimental or otherwise intended to be adverse to the Company's and/or Affiliates' goodwill, name, business relations, prospects and operations.

6.2(1) The restrictions set forth in Section 6.2 apply to the following geographical areas; (i) within a 60-mile radius of the Company and/or its Affiliates where the Executive had an office during the Executive's employment with the Company and/or its Affiliates; (ii) any city, metropolitan area, state in which Executive's services were provided, or for which Executive had responsibility, or in which Executive worked on Company and/or Affiliates' projects, while employed by the Company; and (iii) any city, metropolitan area, state in which the Company or its Affiliates is located or does or, during Executive's employment with Company, did business.

6.2(2) Notwithstanding the foregoing, Executive's ownership, directly or indirectly, of not more than one percent of the issued and outstanding stock of a corporation the shares of which are regularly traded on a national securities exchange or in the over-the-counter market shall not violate Section 6.2.

6.3 Remedies. Executive acknowledges that the Executive's failure to abide by the Company Property or Competitive Business Activities provisions of this Agreement would cause irreparable harm to the Company and/or its Affiliates for which legal remedies would be inadequate. Therefore, in addition to any legal or other relief to which the Company and/or its Affiliates may be entitled by virtue of Executive's failure to abide by these provisions: (i) the Company will be released of its obligations under this Agreement to make any post-termination payments, including but not limited to those otherwise available pursuant to Sections 5.2 or 5.4; (ii) the Company may seek legal and equitable relief, including but not limited to preliminary and permanent injunctive relief, for Executive's actual or threatened failure to abide by these provisions; (iii) Executive will return all post-termination payments received pursuant to this Agreement, including but not limited to those received pursuant to Sections 5.2 or 5.4; (iv) Executive will indemnify the Company and/or its Affiliates for all expenses including attorneys' fees in seeking to enforce these provisions; and (v) if, as a result of Executive's failure to abide by the Company Property or Competitive Business Activities provisions, any commission or fee becomes payable to Executive or to any person, corporation or other entity with which Executive has become employed or otherwise associated, Executive shall pay the Company or cause the person, corporation or other entity with whom the Executive has become employed or otherwise associated to pay the Company an amount equal to such commission or fee. In the event that the Company exercises its right to discontinue payments under this provision and/or Executive returns all post-termination payments received pursuant to this Agreement, Executive shall remain obligated to abide by the Company Property and Competitive Business Activities provisions set forth in this Agreement.

6.4 Tolling. The three (3) month period under Section 6.2 shall be tolled during any period in which Executive fails to abide by these provisions.

6.5 Other Agreements. Nothing in this Agreement shall terminate, revoke or diminish Executive's obligations or the Company's and/or its Affiliates' rights and remedies under law or any agreements relating to trade secrets, confidential information, non-competition and intellectual property which Executive has executed in the past or may execute in the future or contemporaneously with this Agreement.

7. RELEASE. Executive acknowledges that: (i) as a part of the Executive's services, the Executive may provide the Executive's image, likeness, voice or other characteristics; and (ii) the Company may use the Executive's image, likeness, voice or other characteristics and expressly releases the Company, its Affiliates and its and/or their agents, employees, licensees and assigns from and against any and all claims which the Executive has or may have for invasion of privacy, right of privacy, defamation, copyright infringement or any other causes of action arising out of the use, adaptation, reproduction, distribution, broadcast or exhibition of such characteristics.

8. EMPLOYEE REPRESENTATION. Executive represents and warrants that the Executive's employment and obligations under this Agreement will not (i) breach any duty or obligation the Executive owes to another or (ii) violate any law, recognized ethics standard or recognized business custom.

9. NOTICES. All notices, requests, demands and other communications required or permitted to be given in writing pursuant to this Agreement shall be deemed given and received: (a) upon delivery if delivered personally; (b) on the fifth (5th) day after being deposited with the Indian Postal Service if mailed by first class mail, postage prepaid, registered or certified with return receipt requested, at the addresses set forth below; (c) on the next day after being deposited with a reliable overnight delivery service; or (d) upon receipt of an answer back confirmation, if transmitted by telefax, addressed to the below indicated telefax number. Notice given in another manner shall be effective only if and when received by the addressee. . For purposes of notice, the addresses and telefax number (if any) of the parties shall be as follows:

If to the Executive, to:

Employee's Residential Address
{CANDIDATE_ADDRESS}
{CANDIDATE_ADDRESS_2}
{CANDIDATE_CITY}
{CANDIDATE_COUNTRY}
{CANDIDATE_ZIPCODE}

If to the Company, to:

Quintiles Research (India)
Private Limited
2B, Nitesh Broadway
9/3, M.G.Road
Bangalore - 560 001
Tel: +91 80 6655 2100
Attn: HR Manager

provided that:

(a) each party shall have the right to change its address for notice, and the person who is to receive notice, by the giving of fifteen (15) days' prior written notice to the other party in the manner set forth above; and

(b) notices shall be effective if given to the other party in the manner set forth above regardless of whether a copy was received by the additional addressee specified above.

10. WAIVER OF BREACH. The Company's or Executive's waiver of any breach of a provision of this Agreement shall not waive any subsequent breach by the other party.

11. ENTIRE AGREEMENT. Except as expressly provided in this Agreement, this Agreement: (i) supersedes all other understandings and agreements, oral or written, between the parties with respect to the subject matter of this Agreement; and (ii) constitutes the sole agreement between the parties with respect to this subject matter. Each party acknowledges that: (i) no representations, inducements, promises or agreements, oral or written, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement; and (ii) no agreement, statement or promise not contained in this Agreement shall be valid. No change or modification of this Agreement shall be valid or binding upon the parties unless such change or modification is in writing and is signed by the parties.

12. SEVERABILITY. If a court of competent jurisdiction holds that any provision or sub-part thereof contained in this Agreement is invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect any other provision in this Agreement. Additionally, if any of the provisions, clauses or phrases in the Trade Secrets, Confidential Information or Competitive Business Activities provisions set forth in this Agreement are held unenforceable by a court of competent jurisdiction, then the parties desire that they be "blue-pencilled" or rewritten by the court to the extent necessary to render them enforceable.

13. PARTIES BOUND. The terms, provisions, covenants and agreements contained in this Agreement shall apply to, be binding upon and inure to the benefit of the Company's successors and assigns. The Company, at its discretion, may assign this Agreement to Affiliates. Because this Agreement is personal to Executive, Executive may not assign this Agreement.

14. GOVERNING LAW. This Agreement and the employment relationship created by it shall be governed by laws of the Republic of India. The parties hereby consent to jurisdiction in Bangalore for the purpose of any litigation relating to this Agreement and agree that any litigation by or involving them relating to this Agreement shall be conducted in the courts of Bangalore.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day, month and year first written above.

{CANDIDATE_FIRST_NAME} {CANDIDATE_LAST_NAME}

For and on behalf of
Quintiles Research (India) Pvt. Ltd

Authorised Signatory