

GE Healthcare

Wipro GE Healthcare Pvt. Ltd.
John F Welch Technology Centre Plot No.122,
EPIP Phase-2,Whitefield Road,Bangalore
Karnataka, IN - 560066

18 April 2018

Ritam Mukherjee

Flat No G5, 4th Cross, Green Garden Layout,Kundala
Bangalore
Karnataka
560037

Subject:Appointment Letter

Dear Ritam,

Welcome to GE.

We are pleased to offer you the position of **Sr Software Engineer at Lead Professional Band**. You will be reporting to Abhay, Pant - Senior Engineering Manager. This position will initially be based in Bengaluru, Wipro GE Healthcare Pvt. Ltd. but is assignable anywhere in India.

Your compensation is indicated in the Compensation & Benefits worksheet attached as Annexure A. This appointment is subject to the Terms and Conditions of Employment and the Employee Innovation and Proprietary Information Agreement attached as Annexure B and C respectively.

Please confirm your acceptance of enclosed Terms and Conditions of Employment and the Employee Innovation and Proprietary Information Agreement to your HR Manager.

On behalf of the Company, I wish you every success in your position and trust that our relationship will be long and mutually rewarding.

Yours sincerely,

For Wipro GE Healthcare Pvt. Ltd.

Saumen Bhattacharjee
Talent Acquisition Director

Signed on 18 April 2018 at Bangalore

Enclosures:

Annexure A - Compensation & Benefits

Annexure B - Terms and Conditions of Employment in duplicate

Annexure C - Employee Innovation and Proprietary Information Agreement in duplicate

CC: Payroll / Personal File

Annexure A

Wipro GE Healthcare Pvt. Ltd.

Compensation & Benefits Statement

Name : Ritam Mukherjee

Date Of Joining : 30 April 2018

Designation : Sr Software Engineer

Band : Lead Professional Band

Annual Total Compensation @ Target payout	2365000 Twenty three lakh sixty five thousand	(Fixed Comp + Variable)
--	--	-------------------------

Fixed Compensation Components	Amount per annum (INR)	Remarks
Basic Salary	860000	
Provident Fund	103200	12% of basic salary
Flexible Components*	1186800	Components to be determined by employee basis guidelines mentioned below
Total Fixed Compensation	2150000	

Variable Pay		
On Target Variable Pay	215000	Indicative, as per Incentive Compensation guidelines

Benefits:

- Health Insurance for Self and Family as per policy.
- Life and Personal Accident Insurance as per policy.
- Gratuity over and above Compensation as per policy.
- You will be paid a onetime 'Joining Bonus' equivalent to INR 250000 Any Tax liability arising will be appropriately deducted. In the event of leaving the employment of the company within 2 years of joining you are liable to repay the entire 'Joining Bonus' amount.

As a part of GE India's Total Rewards Philosophy, we offer you the flexibility to select benefits within a pre-designed structure that are most suitable to your life stage, lifestyle and specific responsibilities. You are advised to complete your benefit selections and dependents declaration within 30 days of joining.

Once you have completed your benefit selection within 30 days of joining, you will have the opportunity to modify it every time your fixed compensation is revised in future. Please note that flexible benefits selections cannot be modified at any other time.

Your sincerely,
For Wipro GE Healthcare Pvt. Ltd.

Saumen Bhattacharjee
Talent Acquisition Director

Signed on 18 April 2018 at Bangalore

*** Guidelines**

The amount mentioned above in the Flexible components can be assigned by the employee as per the following norms:

Flexible Components	Maximum Amount Per Annum (INR)
House Rent Allowance / CLA entitlement	Upto 60% of Basic Salary
Self Car Reimbursement	On actuals, subject to overall cap of INR 28,800 (Fuel & Maintenance expenses for personal vehicle), if conveyance allowance is not claimed
Conveyance Allowance	INR 19,200 per annum, if self-car reimbursement is not claimed and employee does not avail company car lease
Medical Reimbursement	Upto Rs 15,000 per annum
Leave Travel Allowance	On actuals
National Pension System ("NPS")	10% of Basic Salary
Special Allowance	Residual amount of Total Fixed Compensation

Within flexible components, employee can also opt for Company Car Lease (subject to a maximum car value defined by lease tenure) and Fuel & Maintenance expenses on actuals as per limit defined in the policy. For details, refer to the company car lease policy.

You will have the opportunity to opt for Company Car Lease within a period of one month from the date of joining. In case you do not exercise this opportunity within this timeframe, you will have the next opportunity to opt for Company Car Lease within one month from the date of your next fixed compensation revision.

The amount mentioned as On Target Variable Pay is indicative and actual payout will depend on the organizational and individual performance in a given year. You will be eligible for On Target Variable Pay for the year if you start employment on or before September 30 of that year. Subject to the above eligibility criteria, the On Target Variable Pay will be pro-rated based on the actual number of calendar days you are in your role during a given year.

Annexure B

TERMS AND CONDITIONS OF EMPLOYMENT

1. DATE OF APPOINTMENT

1.1 Your appointment is effective from the date of joining on 30 April 2018.

1.2 This appointment is conditional and subject to (i) satisfactory and positive clearance of specific background check on you; and (ii) you being found medically fit as per the Company's policy and requirements.

You acknowledge that you will provide the documentation required by law as evidence of your personal identity and work eligibility. You agree that the Company reserves the right to withdraw the appointment letter or terminate your employment as the case may be, without further notice and any liability, if such clear and positive background check is not obtained and or you are found medically unfit for the position offered to you. The results, if negative shall be conveyed to you. However, the decision of the Company in regards to background check and medical fitness to work shall be final and binding on you. You further acknowledge that your continuance in employment is subject to you being found medically fit and the Company shall have the right to get you re-examined from any company approved medical service provider to ascertain your fitness to work whose decision will be final and binding on you.

1.3. Probation Period

In the event you are a new joiner to GE, you shall be on probation for a period of six (6) months commencing from the date of your joining ("Probation Period"). During Probation Period, your employment may be terminated at any time by you or by the Company on written one (1) month notice. Your Probation Period may be extended for a further period of three (3) months, at Company's discretion. Unless terminated or extended as stated above, your appointment will stand confirmed at completion of the Probation Period.

2. COMPENSATION & BENEFITS RELATED

2.1 Your compensation indicated in the Compensation & Benefits worksheet attached hereto and incorporated herein as **Annexure A**, will be payable net of statutory deductions at the end of each month on a pro- rata basis as may be applicable and reviewed appropriately based upon your performance/accomplishments. Benefits as applicable are subject to modification, suspension, substitution or discontinuation at the Company's sole discretion.

2.2 Statutory Benefits

You will be eligible to Provident Fund benefits as per applicable statutory laws and Company policy. You will also be eligible to Gratuity benefit after five (5) years of completed service in the Company, and as per applicable statutory laws and the Company's policy. This amount is payable only upon retirement, termination, separation or death of an employee.

2.3 You will retire from the Company at the age of 60 years.

3. PRIVILEGE LEAVE, NATIONAL AND PUBLIC HOLIDAYS

3.1. You will be entitled to twenty-five (25) all inclusive privilege leave in each calendar year, which is credited on January 1st every year. You are required to review the Company's leave policy for further information.

3.2. You will be entitled to Public and National holidays where these are recognized by the Company.

4. **WORKING PATTERN**

- 4.1. You will be required to observe the working hours as prescribed by the Company. The Company reserves the right, at any point of time, to designate mandatory office timings / inform the office where you must report to work.

5. **DUTIES**

- 5.1. You will be required to effectively carry out all duties and responsibilities assigned to you by your manager and others authorized by the Company to assign such duties and responsibilities. Your performance will be subject to annual appraisal by your manager(s).
- 5.2. You are required to devote your full time and attention during working hours to the performance of your duties, and to act in the best interests of the Company at all times. You must not, at any time during your employment (either during working hours or outside), except with the Company's prior written approval, undertake any work, or be in any way concerned or be interested in any business or activity which may, in the Company's opinion, adversely affect the proper performance of your duties, the Company's business or its reputation.
- 5.3. You confirm that you are not currently subject to a non-compete, confidentiality or any other employment agreement that would interfere with your ability to work for the Company and/or any GE Group Company in the position offered. You agree that this position is full-time employment and that you will not provide services for remuneration other than to the Company or any GE Group Company without the prior written consent of the Company or be interested in any outside activity which could cause an actual or potential conflict of interest with the Company or a GE Group Company. All conflicts or potential conflicts of interest must immediately be disclosed by you to your manager. Details of GE's Conflicts of Interest Policy are contained in the GE Integrity Policy (defined in Clause 6 below). It is a condition of your employment that you disclose any such conflicts before you join the Company and that you disclose any others that arise during your employment.

6. **COMPANY POLICIES**

- 6.1. It is an express condition of your employment that you agree to uphold GE's commitment to ethical business practices as detailed in GE policy "Integrity: The Spirit & the Letter of Our Commitment" (**the "GE Integrity Policy"**) and any associated documentation as amended over time. You will be covered by the GE Integrity Policy, a copy of which shall be provided to you. Please read the GE Integrity Policy carefully and refer to the GE Integrity Policy at all times. By signing this letter you accept, understand and agree that you will sign and return the acknowledgment form, or complete such other process as determined by the Company, constituting your acknowledgment of receipt of the GE Integrity Policy and your personal commitment to comply with the policies described therein. If and when you have a concern about a possible violation of the GE Integrity Policy, you will report the concern to your manager, a compliance resource within the Company, the Company legal counsel, an ombudsperson or another contact listed in the GE Integrity Policy.
- 6.2. You are required to familiarize yourself with the Company's health and safety procedures and take care of your own health and safety and that of your colleagues. The Company reviews its safety procedures regularly. You should report any safety concerns to your manager as quickly as possible. If you are engaged on certain processes, or working in certain areas, it will be necessary for you to wear protective clothing. This will be notified to you after joining the Company.
- 6.3. You will be required to apply and maintain the highest standard of personal conduct and integrity and comply with the GE Integrity Policy, the terms of this letter and/or any other Company policies and procedures. Any violation of the same can result in disciplinary action being taken against you, which may result in termination of your employment with or without notice or compensation.

7. CONFIDENTIAL INFORMATION

- 7.1. You acknowledge that during your employment you will have access to confidential and proprietary information regarding the intellectual property, customers, suppliers, agents and employees which is confidential or is commercially sensitive to the business of the Company and/or the GE Group, and therefore you will be required to sign the Employee Innovation and Proprietary Information Agreement (the “EIPIA”), attached to the Appointment Letter as **Annexure C**. “GE Group” shall have the meaning as defined hereinafter in these Terms and Conditions of Employment. Nothing in this clause or the EIPIA will prevent you from disclosing information that is already in, or comes into, the public domain other than through your unauthorized disclosure or to comply with a Court Order or to perform any statutory obligation.
- 7.2 Please have the EIPIA signed in duplicate and witnessed by another at the time of your joining. A copy should be handed over back to HR for record and a copy retained by you. The EIPIA will form part of these Terms and Conditions of Employment.
- 7.3 As you will have access to confidential and proprietary information regarding the customers and business of the Company and/or the GE Group, you agree that:

7.3.1. Non-compete

You will not be concerned, either directly or indirectly in any business lines/divisions outside of the Company or the GE Group during your employment or for a period of six (6) months thereafter which compete with or are likely to compete with the Company or the relevant business lines/divisions of the Company or a GE Group Company conducting business in India, Bangladesh, Sri Lanka, Bhutan, Nepal and Maldives as the case may be, in which you were actively involved during the last year of your employment with the Company prior to the end of your employment. For this purpose, you are concerned in a business if:

- (a) You carry it on as principal or agent; or
- (b) You are a partner, director, employee, secondee, consultant or agent in, of or to any person who carries on the business; or
- (c) You have any direct or indirect financial interest (as shareholder or otherwise) in any person who carries on the business; or
- (d) You are a partner, director, employee, secondee, consultant or agent in, of or to any person who has a direct or indirect financial interest (as shareholder or otherwise) in any person who carries on the business.

7.3.2. Non-solicit

You will not directly or indirectly on your own account or on behalf of or in conjunction with any person, firm or company (directly or indirectly) during your employment or for a period of twelve (12) months thereafter (except on behalf of the Company or any GE Group Company):

- (a) Canvass or solicit business from any customer for products or services, with whom you were involved in the course of your employment; or
- (b) Induce any potential customer not to establish a relationship with the Company or any GE Group Company, with whom the Company or any GE Group Company has had discussions or negotiations, or
- (c) Deal with any such person referred to in sub-clause (a) and (b) above in any other manner whatsoever.

7.3.3. Non-poach

You will not directly or indirectly on your own account or on behalf of or in conjunction with any person during your employment or for a period of twelve (12) months thereafter induce or attempt to induce (directly or indirectly) any employee to leave the employment of the Company or any GE Group company (whether or not this would be a breach of contract by such employee) or induce or attempt to induce any marketing agent, or consultant of the Company or GE Group Company to terminate his/her agency, or consultancy with the Company or GE Group Company (as applicable).

- 7.4. The covenants in sub-clauses 7.3.1, 7.3.2, and 7.3.3 above are for the benefit of the Company itself and as trustee for each GE Group Company. In the event of any breach of these covenants the Company and/or GE Group Company reserves the right to seek specific performance of these covenants including (without limitation) damages and/or injunctive relief
- 7.5. Each of the restriction in sub-clauses 7.3.1, 7.3.2, and 7.3.3 above is enforceable independently of the others and its validity is not affected if any of the others is invalid. If any of those restrictions is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. If any of the unenforceable or void restrictions would be valid in the event some part of the restriction were deleted, the restriction in question would apply with such modification as may be necessary to make it valid and enforceable and which most nearly reflects the original intent of the invalid or unenforceable restriction.
- 7.6. You acknowledge that your position with the Company gives you access to and the benefit of confidential information which is important to the continuing business of the Company and/or a GE Group Company and influence over and connection with the Company's and/or GE group Company's customers, agents, employees in or with which you are engaged or in contact and you acknowledge and agree that the provisions of this clause are reasonable in their application to you and necessary but no more than sufficient to protect the interests of the Company and/or the GE Group Company.

8. DATA PROTECTION

- 8.1. The Company processes personal data relating to its employees for a range of legitimate human resources, business, administrative and safety/security purposes.
- 8.2. You agree that the Company may disclose your name, contact details, gender and such other information as is necessary to facilitate your enrolment in, and continuing membership of, any plan provided by or on behalf of the Company (including any pension plan). By signing these Terms and Conditions of Employment as part of your appointment you are also consenting to the processing of all such 'non sensitive data' and this will be deemed to continue whilst you remain a member of the plan(s). From time to time, you may also be asked to provide 'sensitive data' such as medical details and the like but you will be asked to specifically consent to the processing of such sensitive data at the time it is provided. For further information, please see the GE Integrity Policy that covers the use and management of such sensitive data.
- 8.3. The Company reserves the right to monitor the use of its resources, including use of email, the internet, the Company's intranet, your PC/laptop, telephone and/or any mobile phone or Blackberry issued to you. For further information on the use of GE resources please see the policy on the "Acceptable Use of GE Information Resources", which applies to all GE entities in the GE Group as amended over time. A copy of the same will be made available to you after you join the Company. Disciplinary action may be taken, up to and including dismissal if, in the reasonable opinion of the Company, its resources are abused or put to unsuitable use.

9. COMPANY PROPERTY

- 9.1. On resignation and/or on termination of your employment (either immediately upon request or before the last day of employment at the latest, whichever is earlier) you are required to return to the Company all Company property including any Company car, Company credit or charge cards, mobile phone and Palm Pilot/Blackberry (if applicable), your security pass and/or keys, computer, laptop plus hard and software (including discs), data in any form and all documents in whatever form (including notes and minutes of meetings), customer lists, diaries, address books, computer printouts, plans, projections, publicity material, brochures, price lists together with all copies (irrespective of by whom and in what circumstances such copies were made) which were in your possession or under your control.

10. DEDUCTIONS

- 10.1. You agree that the Company may deduct from your compensation (including leave encashment, pay in lieu of leave etc.) any amounts, which are owed by you to the Company, or any other GE Group Company or any amounts in respect of damage to Company property caused by you or to replace Company property that you fail to return to the Company or which are required under any other GE policy, guideline or procedure or under the terms of this letter.
- 10.2. You agree to inform the Company as soon as reasonably possible in the event of any overpayment of compensation or expenses and refund the same to the Company.

11. NOTICE

- 11.1. Your employment may be terminated by you or the Company with two (2) months' prior notice in writing. The Company may at its sole discretion waive all or part of the notice or allow you to pay in lieu thereof. Any resignation would have to be accepted by the Company to become effective.
- 11.2. Without prejudice to the Company's right to summarily dismiss you for misconduct under 11.4, in the event the Company terminates your employment as mentioned in clauses 11.1 and 11.3 hereunder, the Company may, in its absolute discretion, pay you a sum in lieu of whole or part of the notice. Notice pay (in either case) is calculated on your last earned fixed salary at the time of separation but not the other benefits, to which you would have been entitled during the period of notice or during any unexpired period of notice (as the case may be).
- 11.3. The Company reserves the right to terminate your employment without assigning any reason whatsoever.
- 11.4. The Company may also terminate your employment without notice if you commit an act of misconduct, or for violations of the GE Integrity Policy. Any breach of these Terms and Conditions of your appointment shall be considered to be violation of Company's policy and you may be forthwith terminated.
- 11.5. If you hold any directorships or other offices in the Company or in any GE Group Company you agree all such offices shall cease on account of the cessation of your employment with the Company for any reason (including but not limited to resignation, termination, retirement or otherwise), and without prejudice to the above, you agree to take all necessary steps and sign all such documents as may be necessary (including resignation letters from such offices) to give effect to this intent immediately on such cessation of employment without any compensation.
- 11.6. In the event of termination by the Company the Company may require you to absent yourself from its premises on garden leave and not participate in the working of the Company during the unexpired portion of the notice period.
- 11.7. If you, at any time, are prevented by ill-health or accident or any physical or mental disability from performing your duties hereunder, you shall inform the Company and supply it with such details as required. If you are unable for a period of six (6) months or more to perform your duties hereunder, the Company has the right to terminate your employment, however the Company may, at its discretion, extend the leave of absence granted to you, depending on the circumstances of your case.

12. VARIATIONS OF TERMS AND CONDITIONS

- 12.1. The Company reserves the right to make reasonable changes to any of the terms and conditions of your employment. You will be given appropriate written notice of any such changes, which may be given by way of individual notice or a general notice to all employees. Where from time to time the Company changes or introduces policies and procedures in relation to its employees, these will be deemed to apply to this employment.

13. APPLICABLE LAW AND DISPUTE RESOLUTION

- 13.1. These Terms and Conditions of your Employment shall be governed by and construed in accordance with the laws of the Republic of India.

- 13.2 The employee and the Company (individually the "Party" and collectively the "Parties") agree that they shall in good faith work towards the implementation of these Terms and Conditions of Employment. Any dispute or difference arising at any time between the Parties hereto as to the construction, meaning or effect of these Terms and Conditions of Employment or any clause or provision contained herein or the respective rights, duties, liabilities or obligations of either Party hereunder or in the event of any breach or threatened breach of the provisions contained herein, the Parties shall first attempt to resolve the dispute through mediation. The Parties agree that a senior HR Manager of a GE business other than the business of the employee will be appointed as the mediator and will assist the parties to reach an amicable settlement.
- 13.3 If the dispute is not settled by mediation within thirty (30) days of the appointment of the mediation, or such further period as the Parties shall agree in writing, then the same shall be subject to the exclusive jurisdiction of the Courts of Bangalore
- 13.4 Notwithstanding anything to the contrary contained in these Terms and Conditions of Employment that form a part of your appointment, you agree that any breach or threatened breach of the terms of these Terms and Conditions of Employment or any agreement or policy referred in these Terms and Conditions of Employment and/or the Appointment Letter is likely to cause the Company substantial and irrevocable damage that is difficult to measure and may not be remedied solely by money damages. Therefore, in the event of any such breach or threatened breach, you agree that the Company, in addition to such other remedies which may be available, shall have the right to obtain an injunction from a court of competent jurisdiction restraining such a breach or threatened breach and the right to specific performance, and you hereby waive the adequacy of a remedy at law as a defense to such relief.
14. **ENTIRE AGREEMENT**
- 14.1 The Compensation and Benefits set out in Annexure A, these Terms and Conditions of Employment (including the Employee Innovation and Proprietary Information Agreement set out in Annexure C) all form a part of the Appointment Letter and are in substitution of and supersede any previous contract of employment or other arrangements (whether formal or informal, written or oral) relating to your employment with the Company or any GE Group company, which are deemed to have been terminated by mutual consent with effect from the date of the Appointment Letter.
15. **GENERAL**
- 15.1. By signing the Appointment Letter and these Terms and Conditions of Employment that form a part of the Appointment Letter you confirm that there is no contractual or other reason why you should not be recruited by the Company to fulfill this position or perform this function.
- 15.2. For the purposes of this Agreement "GE Group" and "GE Group Company" means any firm, company, business entity or other organization:
- which is directly controlled by the Company; or
 - which directly or indirectly controls the Company; or
 - which is directly or indirectly controlled by a third party who also directly or indirectly controls the Company;
 - of which the Company or any GE Group Company is a partner; or
 - of which the Company or any GE Group Company referred to above owns or has a beneficial interest (whether directly or indirectly) in 20% or more of the issued share capital or 20% or more of the capital assets. "Control" has the meaning set out under applicable Income Tax laws.

Please confirm your acceptance of these Terms and Conditions of Employment as part of your appointment by signing in duplicate, retaining one original for yourself and returning the other original to your HR manager at the time of your joining. On behalf of the Company, I wish you every success in your position and trust that our relationship will be long and mutually rewarding.

Your sincerely,
For Wipro GE Healthcare Pvt. Ltd.

Saumen Bhattacharjee
Talent Acquisition Director
Enclosures: As above
CC: Payroll / Personal File

I acknowledge receipt of this appointment letter and agree to the terms and conditions of employment set out above.

Signature:

Name: _____ Place: _____ Date: _____

The contents of this letter are company confidential and privileged. The contents of this letter cannot be shared with any individual or companies without the written consent of the signatory of this letter.

Annexure C

EMPLOYEE INNOVATION AND PROPRIETARY INFORMATION AGREEMENT

TO Wipro GE Healthcare Pvt. Ltd. (hereinafter referred to as the "Company".)

If I become an employee of a controlled (either directly or indirectly) subsidiary or affiliate in India of General Electric Company, then with respect to, and for the purposes of, such employment, "Company" shall refer to such controlled subsidiary or affiliate).

In consideration of my employment by Company (which consideration shall include my employment with a controlled (directly or indirectly) subsidiary or affiliate of General Electric Company), and the compensation paid to me by the Company, I ("employee") agree:

- (a) to disclose and hereby assign to the Company (or as the Company may direct) as its exclusive property, all inventions, discoveries, innovations, improvements, trade secrets and technical or business information which I may solely or jointly develop, conceive, reduce to practice or author during the period of my employment (1) that relate to the business or the present or demonstrated or reasonably foreseeable future research or development of the Company or its parent, subsidiaries or affiliates, or (2) that result from or are suggested by any work that I may do for the Company or its parent, subsidiaries or affiliates or (3) that are otherwise made through the use of Company, or its parent, subsidiaries or affiliates, time, equipment, supplies, facilities, material or secret* or confidential* information or data. To the extent that any court of competent jurisdiction finds that any provision of this paragraph is unenforceable because it requires the assignment of any invention in contravention of the law or public policy of that jurisdiction, this paragraph shall be interpreted to impose only the maximum permissible assignment obligation

That all original works of authorship that are made by me (solely or jointly with others) within the scope of my employment and that are protect able by copyright are "works made under a contract of service" as understood in section 17 (c) of The Copyright Act, 1957 and I further agree, to the extent any such sole or joint work within the scope of my employment is determined not be a work made under a "contract of service or apprenticeship" that I will disclose and assign to the company (or as the company may direct) as its exclusive property any such original work of authorship and any copyright therein; In case of works so assigned I agree to give up my right to claim authorship as envisaged in section 57 of The Copyright Act, 1957 in accordance with section 21 of the same Act;

- (b) to execute, upon the request of the Company, all necessary papers and otherwise provide proper assistance (at the Company's expense), during and subsequent to my employment, to enable the Company to obtain for itself or its nominees (and to vest legal title in the Company or its nominees in), patents, copyrights, or other legal protection for such inventions, discoveries, innovations, improvements, original works of authorship, trade secrets and technical or business information in any and all countries;
- (c) to make and maintain for the Company adequate and current written records of all such inventions, discoveries, innovations, improvements, original works of authorship, trade secrets and technical or business information;
- (d) at the Company's request, or upon any termination of my employment to deliver to the Company promptly all items that belong to the Company or its parent, subsidiaries or affiliates or that by their nature are for the use of Company employees only, including, without limitation, all written and other materials that are of a secret* or confidential* nature relating to the business of the Company or its affiliates;
- (e) not to use, publish or otherwise disclose (except as my Company duties may require), either during or subsequent to my employment, any secret* or confidential* information or data of the Company or its parent, subsidiaries or affiliates or any information or data of others that the Company or its parent, subsidiaries or affiliates are obligated to maintain in confidence;
- (f) not to disclose or use in my work with the Company any secret or confidential information of others (including any prior employers), or any inventions or innovations of my own that are not included within the scope of this agreement;
- (g) I acknowledge that breach of any obligation or other provision of this agreement may cause irreparable injury to the Company which cannot be fully compensated by money. I therefore agree that in the event of any breach or threatened breach of this agreement by me, the Company shall be entitled to injunctive or other equitable relief as may be permitted by law;
- (h) that the Company where permitted by law, may, at any time and without further consent, access and monitor a) any documents, data or information relating to my employment and b) my usage of Company information and resources, including but not limited to: computers, computer software, electronic mail, on-line services, voice mail, facsimile machines, telephones and photocopies;
- (i) that my employment with the Company is "at will" and that both the Company and I have the right to terminate my employment, with or without a cause, at any time as per the terms and conditions governing my employment as amended from time to time;
- (j) that if, at any time, I become an employee of a controlled (either directly or indirectly) subsidiary or affiliate of General Electric Company in the [India], then with respect to, and for purposes of, such employment 1) my obligations under this Agreement shall also apply to such employment and 2) the term "Company" as used in this Agreement shall refer to such controlled subsidiary or affiliate;
- (k) I understand and agree that Company may, in the ordinary course of business, reproduce this original agreement by any means including, but not limited to, electronic copying, electronic faxing or electronic scanning, storing and printing and I hereby accept, acknowledge and recognize such reproductions as authentic in lieu of this original agreement and hereby accept (and will not object to) any use whatsoever by

Company of such reproductions including, without limitation, admission and use in any proceeding in any country including those in or before any agency, patent office, court or tribunal. I further agree that such reproductions shall have the same force and effect as this original agreement; and

- (l) I also understand my personal data will be collected and processed pursuant to GE's Employment Data Protection Standards: <https://ge.box.com/s/sq7vbpq3w2hknzodck8xm2gbjggt4lmn>.

This agreement supersedes and replaces, as of the date below appearing under my name, any prior existing agreement (which shall remain effective with respect to matters relating to my employment prior to such date) between the Company and me relating generally to the same subject matter and this agreement shall be effective with respect to matters relating to my employment on or after such date. This agreement may not be modified or terminated, in whole or part, except in writing signed by an authorized representative of the Company. Discharge of my undertakings in this agreement shall be an obligation of my executors, administrators, or other legal representatives or assigns. In the event that any court of competent jurisdiction concludes that any provision (or portion of any provision) of this agreement is unenforceable because it conflicts with the law or public policy of that jurisdiction, the parties agree that the court should first narrow or otherwise interpret the provision to the extent necessary to conform it to the law or public policy of that jurisdiction. In the event that the court concludes that it is unable to narrow or otherwise interpret the provision so that it is neither invalid, illegal nor otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

I represent that, except as stated below, I have no agreements with or obligations to others in conflict with the foregoing.

**These terms are used in the ordinary sense and do not refer to the official security classifications of the United States Government. The Company generally considers "secret" or "confidential" any information or data that is not generally known - regardless of whether such information or data is in oral, written, machine readable or other form. When in doubt, you should assume that information or data is secret or confidential unless or until determined otherwise. Without limitation, examples of information or data that may be of a secret or confidential nature are: drawings, manuals, notebooks, reports, models, inventions, formulas, processes, machines, compositions, computer programs, accounting methods, business operations, business plans, information systems, supplier information, customer, agents and employee data and lists and any information and data in electronic form. For further information, you should consult your Company's assigned legal counsel.*

TYPE OR PRINT IN INK	
Full Name	Component: GE Healthcare/ Wipro GE Healthcare Pvt. Ltd.
Single Sign On No.	Location

Witness

(Signed)

(The employee's immediate manager or other representative of the Company)

(Employee's signature - to include appropriate employee's first name in full)

Employee's Position:

Date:

Countersigned - Authorized Company Representative

The following are the only agreements to which I am a party that may be in conflict with the obligations undertaken above:

