



Novartis Healthcare Pvt. Ltd.
Salarpuria Sattva, Sy. No. 83/1, Plot
No. 2, Rayadurg Panmaktha Village,
Serilingampally (Mandal),
RR (Dist), Hyderabad - 500081
Telangana, India

Tel: +91 40 6758 2000
Website: www.novartis.com
CIN - U15202MH1997PTC111257

Sudha Rani Challa
Karalapadu, piduguralla
Guntur

Current Work Location
8-3-224/A/8, F-50
Siddartha Geetanjali Apts
Flat No: 206, Madhura Nagar
Hyderabad

Date: 6th October, 2016

CONTRACT OF EMPLOYMENT

Dear Sudha,

Sub: Letter of Contract
Ref: 2016 /195147 BR

We take pleasure in offering you an appointment as 'BTA UI/UX' with Novartis Healthcare Private Limited ("Novartis or the Company") as per the terms of reference given below.

Your appointment will be effective from the date of joining which shall not be later than 17th October, 2016 and based in Hyderabad. Your appointment is in Band 5 of the Novartis Global Job Family Architecture.

The terms of your appointment are as follows:

1. PROBATION PERIOD

The probation period is 6 months, commencing on the date of joining. At the discretion of Novartis, the probation period may be extended.

2. CONFIRMATION IN COMPANY'S SERVICE

Upon completion of probation period, your employment will be confirmed unless notified in writing that there is an extension of your probation period

3. PLACE OF WORK

- (a) You may periodically be required to attend at such a place or places within or outside the country for the purpose of carrying out your duties. You can be transferred to any other department or Group Company within or outside India.



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- (b) Novartis is entitled to loan your services to any other Company in which it may be or become interested in any manner whether directly or indirectly or in any other firm or company which is or may be an affiliate, associate or subsidiary of Novartis.

4. HOURS OF WORK

You will serve Novartis during such daily hours of work as may be defined by Novartis and the exigencies of work, in accordance with Company Policy.

5. SALARY AND ALLOWANCE

Your Annual compensation package (in Rs.) is detailed below. Please remember that your compensation is confidential between you and the company.

Basic Salary	421,277
Flexi Compensation Plan	557,434
Annual Base Salary	978,711
Employer's Contribution to Provident Fund	50,553
Gratuity	23,929
Retirals	74,482
Total Fixed Pay	1,053,193
Annual Incentive**	146,807
Total Cost To Company	1,200,000

*Flexible Compensation Plan provides Associates with the option of structuring their salary among many elements such as House Rent Allowance, Medical Reimbursement, Food Coupons etc based on their individual needs

**The Annual Incentive is based on the individual's and Novartis's performance. On resignation or termination of employment contract the annual performance incentive will be decided in accordance with prevailing Company policy.



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6. SIGN-ON BONUS

A sign-on bonus of Rs.39,955/- will be paid to you on joining Novartis with your first salary payment, tax will be deducted at Source as applicable.

On resignation or termination of employment contract within the first 12 months of your date of joining, the payment will be recovered fully and on resignation or termination of employment contract within the first 13 - 24 months of your date of joining, half of paid amount will be recovered.

7. BENEFITS

a) PERSONAL ACCIDENT INSURANCE

You will be covered under the group personal accident policy to cover against unfortunate incidents. In the event of disablement of any nature and magnitude including fatality, you will be entitled to amount upto 60 times of your last drawn basic salary in accordance with the Insurance rules & Company policy.

b) HOSPITALISATION EXPENSES

You will be entitled to Hospitalization expenses, for self and family members under the Novartis's Hospitalization Scheme / Mediclaim Scheme subject to and in accordance with Company Policy.

8. RETIRALS

a) EMPLOYEE PROVIDENT FUND & EMPLOYEE PENSION SCHEME

You will become a member of the Provident Fund in accordance with Company Policy. The company will also contribute 12% of your Basic salary towards this fund/ pension scheme.

b) GRATUITY

Upon separation from the company, Gratuity will be payable in accordance with the statutory provisions subject to completion of minimum of five years of employment with Novartis Healthcare Private Limited. Gratuity is calculated at 5.68% of Basic Salary as mentioned in Sec 5 under the Salary and Allowances section.



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9. LEAVE

- a) Novartis will grant you Annual Leave of 29 working days (paid) leave per year. If you join Novartis during the year, you will be entitled to Annual leave on a pro-rata basis. Accumulation and / or encashment of Annual Leave is in accordance with Company Policy.
- b) Novartis may at its discretion grant you Sick Leave. You may be asked to produce a medical certificate for upto 3 days sick leave. Beyond 3 days sick leave, a medical certificate is mandatory.
- c) Any absence, other than absence on sanctioned leave shall be treated as absence without leave. Without prejudice to the other rights of Novartis, Novartis may in its discretion adjust the absence without leave against the Annual Leave to your credit, or deduct a proportionate amount from the remuneration or other payments due to you for the same.
- d) No compensation will be payable to you for any Sick Leave not availed by you.

10. TAX

Novartis assumes no responsibility for your personal tax affairs, and your tax liability in respect of your remuneration is entirely your responsibility. Provided however, Novartis may from time to time, deduct any statutory deductions / withholding tax as may be required by applicable law that has to be complied as an employer.

11. DUTIES AND OBLIGATIONS

You agree to

- a) Conduct yourself with decorum and will efficiently and honestly discharge and perform all duties and functions appertaining to your employment as also such other duties as you may be required to perform by Novartis, or by any duly authorised Officer of Novartis, which are consistent with your employment in relation to the business of Novartis;
- b) Obey and comply with all lawful orders and directions given to you by Novartis or by any person duly authorised by Novartis in that behalf and faithfully obey all the rules, regulations and arrangements of Novartis applicable to you for the management of Novartis's property or for the control and good conduct of the Novartis's employees;
- c) Give and devote the whole of your working time exclusively to your duties with Novartis. Whilst serving Novartis you will not engage yourself directly or indirectly without the prior consent in writing of Novartis with or without remuneration in any



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capacity, business or activity which Novartis may in its sole discretion consider contrary to or inconsistent with the duties and obligations hereunder and/or which Novartis in its sole discretion deems prejudicial to its interest.

- d) Not directly or indirectly take up any gainful employment or service on behalf of third parties and will not engage in business or on your own account unless specifically authorized in writing by the Management of Novartis to do so;
- e) Adhere to the Code of Conduct, the Novartis Group Conflicts of Interest Policy, the Guidelines on Reporting Violations of Law and Policies and all other Novartis policies, procedures, guidelines and other such items applicable, enforced, amended or altered from time to time to your work, and you are aware that a violation of such policies could lead to disciplinary actions up to and including termination of employment. The guidelines which may be amended from time to time through publication on Novartis intranet or otherwise form an integrated part of this contract and the Company's payment of any incentive is conditioned on your compliance with these guidelines and with applicable laws.

Accordingly, in case the Company determines that you have violated the law or any provisions of the guidelines in a material way (e.g. fraud, bribes, illegal marketing practices such as off-label promotion, or offering kick-backs), you will not earn or receive any incentive for any period in which such violation(s) occurred or were discovered, and you agree to promptly repay any incentive already received for any period in which such violation(s) occurred or were discovered.

- f) Inform Novartis at once of any act of dishonesty and/or any action prejudicial to the interest of Novartis on the part of any person which may come to your knowledge;
- g) Use all tools provided by Novartis for professional purposes only. Internet and e-mail access are provided to you as business communication tools for appropriate internal and external business uses. Generation, transmission or storage of potentially offensive information is not allowed. This includes, but is not limited to profanity, material derogatory to any ethnic, gender-based or other groups of people, or sexually explicit material, threats, harassment, defamation etc. Furthermore, you agree to always act in the interest of Novartis. Should you not respect this requirement of professional use, Novartis will be allowed to take disciplinary action which may lead up to and including termination of employment.

12. SPECIAL UNDERTAKINGS

- a) You will not under any circumstances during your employment (whether during probation or after confirmation) or at any time or after the termination for whatever reasons of your employment with Novartis except with prior sanction in writing of



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Novartis divulge, make any use of or disclose either directly or indirectly to any person, firm or body corporate:

- (i) Any knowledge, confidential information or document belonging to Novartis Group of Companies which you may acquire or which may come into your possession or custody during the course of or as incidental to your employment with Novartis concerning the business, affairs, finances or property of Novartis or of any Company which is a subsidiary, associate or affiliate of Novartis or any activity, business dealings or transaction in which Novartis or such subsidiary, associate or affiliate may be or become concerned or interested whether directly or indirectly; and "confidential information" shall be deemed to mean and include:
 - All information that has not been made public by Novartis itself or any of its directly or indirectly associated companies whether in Annual Reports or Statements to shareholders, in handouts or statements to the press, in lectures or publications by authorised employees.
 - Details of your remuneration and other benefits/perquisites as well as those of fellow employees

In case of doubt the management of Novartis shall rule whether or not a given item of information is confidential and which ruling shall be accepted by you as final.

- (ii) Any secret technical information, knowledge, processes or details of any process (whether patented or otherwise), methods of manufacture or other trade secrets or documents that may be obtained by you during the course of your employment and in relation to the business affairs, processes, patented or otherwise, owned by Novartis or in relation to processes held in trust for Novartis or in respect whereof Novartis is a licensee, sub-licensee or agent or which may come into your possession or custody or which you may acquire during or in the course of your employment with Novartis.
- (b) Discoveries or inventions made by you during the period of your employment or in the course of your work or using Novartis resources or experience shall be the property of Novartis. The same applies to industrial designs, models and copyrights. Financial rewards for such intellectual products are deemed to be covered in the remuneration paid to you.
- (c) You will not divulge confidential information even to fellow employees, except where necessary for the conduct of business.





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- (d) You will remain bound by the confidentiality clause even after leaving Novartis's employment for whatever reason, including retirement.
- (e) You will not at any time during the continuance or after the termination of your employment with Novartis make any use whatsoever for your own or any other purpose or purposes any information, knowledge or know-how that may be obtained by you directly or indirectly during the course of or incidental to your employment in relation to the business affairs, processes or products patented or otherwise owned by Novartis or in respect to processes held in trust for Novartis or in respect whereof Novartis is a licensee, sub-licencee or agent.
- (f) Any improvements, inventions and discoveries (whether patented or otherwise) including the areas of industrial designs, models and copy rights which you may make either alone or in conjunction with any other person during your employment with Novartis shall faithfully be communicated by you to Novartis and shall become the sole and exclusive property of Novartis and Novartis shall be entitled without any payment to you to use the same during the continuance of your employment and at all times thereafter. You shall not make use of such improvement, invention or discovery for your own benefit or for the benefit of others either during the continuance of your employment or at any time thereafter.
- (g) You will, whenever requested so to do by Novartis, execute or sign any oral applications, assignments or other instruments which Novartis may deem necessary or advisable in order to apply for and obtain Patent, copy rights, design registrations and other forms of protection for or in relation to the said improvements, information and discoveries in such countries as Novartis may direct and to vest in Novartis whole title or interest therein or thereto.

You understand that any non-compliance and/or breach with/of the provisions contained in this clause above will attract civil and/or criminal action against you including action for criminal breach of trust both during the period of your employment with Novartis and at any time thereafter.

- (h) It is often necessary for you to provide to Novartis prior to and/or during your employment with Novartis, data about yourself and your family or for Novartis to collect information about yourself that is subject to applicable data protection, privacy or other similar laws (collectively your "Personal Information") from time to time in connection with your employment or prospective employment (or your engagement or prospective engagement) with Novartis. You agree that Novartis may process your Personal Information including your personal data and other data including your name, photo, date of birth, address, position, performance appraisal, salary, bank account, or other payment instrument details, physical, physiological or mental health or medical condition, details of identity documents, proof of address and other contact details, information concerning marital status, religion,



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medical records and history, biometric information, commission or alleged commission of any offence or proceedings for any offence committed or alleged to have been committed, the disposal of such proceedings or the sentence of any court in such proceedings.

(i) Personal Information you provide will be collected, used and otherwise processed by Novartis to the extent it is necessary for the following purposes:

1. For administration of your employment with Novartis for purposes including processing of payroll and other employment benefits, development, training, career planning, performance assessment or is otherwise necessary in relation to your employment with Novartis;
2. business process execution, including delivering services to clients;
3. human resource management, including:
 - 3.1 the identification and determination of eligibility for employment in the country in which Novartis is established generally and qualifications relevant to employment with Novartis
 - 3.2 pre-employment verification of information provided by prospective employees which include: checking the accuracy and completeness of the details (such as qualifications) provided by prospective employees;
 - 3.3 pre-employment vetting of prospective employees' background and circumstances which may include: conducting background checks in relation to criminal records, obtaining information from credit bureaus to check for employees' creditworthiness, conducting reference checks in relation to employees' job suitability;
 - 3.4 assessing individual work performance, attendance and disciplinary record;
 - 3.5 conducting employee disciplinary proceedings;
 - 3.6 conducting training of employees;
 - 3.8 reviewing salaries, bonuses and other benefits;
 - 3.9 providing employee references which include: letters to third parties providing employee's details (excluding salary information) of employment with Novartis
 - 3.10 monitoring your business communications (by monitoring telephone, email and internet traffic data i.e. sender, receiver, subject; date and time of text messages; attachments to email; numbers called and duration of calls; domain





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names of web sites visited, duration of visits; and files downloaded from the internet) if required in any investigation;

3.11 disclosure to the tax and immigration authorities; and

3.12 all other matters relating to your employment with Novartis as Novartis consider being necessary or appropriate.

(j) Personal Information provided to Novartis and any employment agency or recruiter appointed by Novartis in relation to your employment with Novartis will generally be kept confidential but you hereby consent and authorize Novartis to provide or disclose your Personal Information for the purposes stated in paragraph above to the following persons:

1. any person to whom Novartis is compelled or required to do so under law or in response to a competent or government agency;

2. any person where public interest or Novartis interests require disclosure;

3. any agent or third party service provider who provides administrative, telecommunications, computer or other services to Novartis in connection with its business;

4. any person seeking employment references;

5. pension or insurance companies with whom Novartis has arranged benefits coverage for its employees; and

6. such sub-contractors or third party service or product providers as Novartis may determine to be necessary or appropriate.

(k) You further agree that Personal Information may, if necessary for the purposes specified above, be transferred to third parties, including any other company within the Novartis group of companies, their advisors, third parties providing products and services, such as suppliers of IT systems, pension funds, other benefits, stock options and payroll administration, as well as to regulatory authorities if required by law. You have an option to know the agencies collecting and retaining your information and have an option to not to provide the data or information sought to be collected and an option to withdraw your consent given earlier. Such withdrawal of the consent shall be sent in writing to Novartis. In the case of provider of information not providing or later on withdrawing his consent, Novartis shall have the right to terminate the employment of such provider with immediate effect.



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- (l) You further agree that Novartis, as well as third parties who process your Personal Information as described above, may process the Personal Information in the country where you are employed as well as in other countries world-wide. Novartis shall ensure that third parties described above shall process the received Personal Information in accordance with the purpose and within the limits under which the data was originally collected and that third parties shall provide at least the same level of protection as Novartis. Provided, however, your Personal Information shall be shared without your consent with Government agencies mandated under the law for the purpose of verification of identity, or for prevention, detection, investigation including cyber incidents, prosecution, and punishment of offences.
- (m) Where Novartis considers it necessary or appropriate for the purposes of data storage or processing or human resource management, Novartis may transfer your Personal Information to another member of Novartis & its Group companies or third party service or product providers within or outside the country in which Novartis is established, under conditions of confidentiality and similar levels of security.
- (n) You have the right to request access to and correction of information about you held by Novartis and you may:
 1. Check whether Novartis holds or uses your Personal Information and request access to such data;
 2. Request that Novartis correct any of your Personal Information that is inaccurate, incomplete or out-of-date;
 3. Request that your Personal Information is retained by Novartis only as long as necessary for the fulfilment of the purposes for which it was collected;
 4. Request that Novartis specify or explain its policies and procedures in relation to data and types of Personal Information handled by Novartis and
 5. Withdraw, in full or in part, your consent given previously, in each case subject to any applicable legal restrictions, contractual conditions and a reasonable time period.
- (o) You may be required, as part of your work for Novartis, to collect, store, use and share the personal information of individuals. When you do so, the Novartis Global Privacy policies along with the India Data Privacy SOP and the Binding Corporate Rules (BCR) direct you to follow the rules down laid therein. It is important that you only collect, access and use Personal Information to the extent



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necessary for your work. If Indian law requires a higher level of protection for Personal Information than BCR, the more stringent rules shall be followed and implemented. On the other hand, the BCR take precedence if local laws provide a lower level of protection for Personal Information. Novartis BCR are principles, rules and tools governing the international transfer of Personal Information within the Novartis Group. Our BCR are based on the Novartis privacy standards as set in our "Novartis Policy on the Protection of Personal Information" and its implementation guidelines and standard operating procedures.

- (p) The Global Privacy policies along with the India Data Privacy SOP and BCR form an integral part of your terms of employment with Novartis.
- (q) The person to whom written requests for access to Personal Information or correction and/or deletion of Personal Information or for information regarding policies and procedures and types of Personal Information handled by Novartis is:

Head Human Resources,
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To learn more about our Privacy Policy, please read our Personal Information Policy at:
[http://legal.novartis.net/Documents/group-data-privacy/global-privacy-policy/2016/Policy on Protection of personal info EN.pdf](http://legal.novartis.net/Documents/group-data-privacy/global-privacy-policy/2016/Policy%20on%20Protection%20of%20personal%20info%20EN.pdf)

13. ASSIGNMENT AND PLEDGING OF BENEFITS

You will neither assign nor pledge to third parties any financial or other benefits to which you are entitled under the terms of this contract.

14. ACCEPTANCE OF GIFTS

You shall not accept or undertake to accept either directly or indirectly any gifts, commissions or other favour of any kind whatsoever in connection with your work without the prior knowledge of the Management of Novartis, in accordance with Company Policy.

15. RESIGNATION

- a) You are at liberty to resign at any time by giving 3 months' prior notice. On mutual agreement, in the event of your leaving the employment of Novartis without serving



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complete notice period as aforesaid, you will be liable to pay to Novartis a sum equivalent to twice the monthly Basic Salary in lieu of shortfall of notice period

- b) During probation, you are at liberty to resign at any time by giving 1 month's prior notice in writing. On mutual agreement, in the event of your leaving the employment of Novartis without serving complete notice period as aforesaid, you will be liable to pay to Novartis a sum equivalent to twice the monthly basic Salary in lieu of shortfall of notice period.

16. TERMINATION

- a) Novartis is at liberty to terminate your employment at any time without assigning any reason whatsoever by giving you 3 months' notice in writing in that behalf or by paying in addition to the remuneration then due to you, a sum equivalent to twice the monthly Basic Salary in lieu of shortfall of notice period, as the case may be, excluding allowances in lieu of notice and upon the expiration of such notice (whether the same shall expire at the end of any month of service or at any other time whatsoever), or upon such payment being made by Novartis, as the case may be, your employment with Novartis shall cease forthwith.
- b) Without prejudice to any of the rights and remedies which Novartis may have against you, Novartis shall be entitled to terminate your employment forthwith without giving any notice whatsoever or payment in lieu thereof in case of any act of non compliance with respect to the Code of Conduct or breach of Corporate Citizenship guidelines issued from time to time, disobedience, indiscipline, insubordination, incivility, insobriety, dishonesty, irregular attendance or other serious misconduct or negligence on your part or incompetence in the discharge of your duty, or the breach by you of any of the terms of your employment or if you become bankrupt or are adjudged insolvent or on your compromising with your creditors.
- c) For the purpose of sub-clause (b) hereof Novartis's opinion as to whether any of the events mentioned therein has occurred shall be final and binding on you and you shall not be entitled to question the same on any ground whatsoever.
- d) During your probation period, Novartis shall be at liberty to determine your employment at any time without assigning any reason whatsoever by giving you 1 months' notice in writing or by paying in addition to the remuneration then due to you, a sum equivalent to twice the monthly Basic Salary in lieu of shortfall of notice period, as the case may be, excluding allowances in lieu of notice and upon the expiration of such notice or upon such payment being made by Novartis, as the case may be, your employment with Novartis shall cease forthwith.



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17. CONSEQUENCES UPON TERMINATION

- (a) Upon termination or determination of your employment with Novartis for any reason whatsoever, you will immediately:
- i) Hand over charge to such person or persons as may be nominated by Novartis in that behalf and
 - ii) surrender to the Management or its nominated/authorised representative all original or the copies of business documents, blueprints, reproductions or any data, tables, calculations, diaries, notes or books and correspondence either addressed to you by Novartis or received by you for and on behalf of Novartis and all items belonging to Novartis, (e.g. software, data carriers) and other documents, records, property and effects of Novartis as may be in your possession or custody pertaining to or connected with the business of Novartis or any subsidiary, associate or affiliate of Novartis.
 - iii) if required by the Management to do so, surrender such documents and items any time even during your term of contract/employment with Novartis.
- (b) Without prejudice to Novartis's other rights and remedies, Novartis shall be entitled to deduct from your emoluments, if any herein, the amount of any claims which Novartis may have against you either under the terms of your employment or otherwise howsoever.

18. RETIREMENT

You will retire from Novartis's employment and your employment will terminate on your attaining the age of retirement in accordance with Company Policy. As per the present policy of Novartis, your retirement age is 60 years. Your age as entered in Novartis's books at the time of your employment shall be final and binding on both Parties.

On your retirement from the employment of Novartis, the provisions of Clause 11 above shall remain applicable to you.

19. SERVICE OF NOTICE

All notices under this Agreement shall be in writing and all shall be served by sending the same by registered post in the case of Novartis to the registered office of the company and in your case to your last known address and in proving service thereof it shall be sufficient to show that such notice was properly addressed and posted.



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20. JURISDICTION

This Contract of Employment will be construed in accordance with the laws of the Union of India and will be deemed to have been made in Hyderabad and any dispute arising from this Contract will be adjudicated upon or decided in the first instance by the appropriate court in Hyderabad to the exclusion of all other places in India or abroad.

21. REFERENCE AND/OR BACKGROUND CHECK

This appointment is subject to satisfactory results of a reference and / or background check. If at any time in future, it comes to light that any of the information furnished by you is incorrect or any relevant information has been withheld, then your employment is liable to be terminated without notice.

22. ADDITIONAL RULES & REGULATIONS

In addition to the terms and conditions of employment mentioned herein, you will also be governed by the rules, regulations and procedures of Novartis ("Company & HR Policies") as applicable, enforced, amended or altered from time to time during the course of your employment.

Novartis retains the right to add, alter, modify or abrogate from time to time any term of the Contract of Employment, including remuneration and perquisites, which will be communicated to you either by individual letter or by circular.



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We enclose this letter in duplicate, and would be obliged if you kindly return to us **within seven days** the duplicate duly signed and dated by you as acceptance of the aforesaid terms and conditions of employment.

Please note that once accepted you are bound by all the above terms & conditions of the contract.

Yours sincerely,

For Novartis Healthcare Private Limited.

Authorized Signatory

For Novartis Healthcare Private Limited

Human Resources

I Sudha Rani Challa hereby accept and agree to this employment contract.

I promise to abide by the rules, regulations and other Novartis Company policies as applicable, enforced, amended or altered from time to time during the course of my employment and abide by any agreement entered between myself and Novartis.

Signature:

Sudha Rani Challa

Place:

Date: