



Hindustan Unilever Limited

Hindustan Unilever Limited
Unilever House
B D Sawant Marg
Chakala, Andheri East
Mumbai 400 099

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Web: www.hul.co.in
CIN: L15140MH1933PLC002030

April 23, 2020

Susmita Gudulkar
Building no. 06, Room no. 40, B.D.D. Chawl
N.M Joshi Marg, Lower Parel (East), Mumbai Maharashtra
400013

Dear Susmita,

Thank you for expressing interest in a career with Hindustan Unilever Limited ("the Company"). With reference to our offer and your acceptance thereof, we take pleasure in offering you an appointment with the Company on the terms & conditions contained herein below as R & D Associate, Work Level - 1B at Mumbai HURC with effect from May 11, 2020 which shall be your date of joining:

1. APPOINTMENT, REPORTING AND TRANSFER:

1.1 Your initial place of posting shall be at Mumbai HURC.

1.2 You shall serve the Company in India in connection with the business either of the Company or one of the Associated Companies as the Company may at any time or from time to time direct.

1.3 During the time you are required to travel or stay outside your location specified above, you shall be entitled to reimbursement of reasonable expenses as per the travel policy of the Company, applicable from time to time.

1.4 If at any time hereafter it shall be agreed between the Company and yourself that an alteration shall be made in your salary, duties or place of employment, such alteration shall not affect the other terms of this Agreement, except as may be expressly agreed on.

1.5 Your employment with us is subject to medical clearance, our receiving satisfactory replies from the referees mentioned and verification of declaration/ information provided by you in the personal details form including information in relation to your educational credentials and previous employment details. Your employment may be revoked, cancelled in the event of any disagreement on the date of joining and concealment of any important information.

2. TOTAL REWARD AND TAXES:

2.1 Your annual basic salary will be INR 265,296(Rupees Two Lakh Sixty Five Thousand Two Hundred Ninety Six only).

2.2 Your total reward includes basic salary, allowances, annual bonus and long-term incentives and will be as per details provided in Annexure 'A'.

2.3 You will also be eligible for certain benefits as per Company policy, details of which are also laid down in Annexure 'A' of this letter.

2.4 You shall be solely responsible for paying any taxes, direct or indirect, state or local, whether payable in India or elsewhere which may result from the total reward including if applicable for shares issued under Long Term Incentive schemes being paid to you pursuant to your employment with us. The Company is entitled to deduct from your remuneration, income tax, other taxes and levies which it is liable to deduct at source, as applicable.



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2.5 You shall, as soon as you are notified by the Company that you are eligible, become a member of such Provident Fund and/or Pension Fund and any other fund / society as the Company shall direct. In respect of every such Fund, of which you shall become a member, you shall duly abide by all the Rules and Regulations for the time being of the said Fund.

- **2.5.1** You will be entitled to and you will be required to become a member of the Union Provident Fund or as applicable, from such date as you qualify for such membership according to the rules and regulations in force from time to time. You shall contribute to the Provident Fund at 12% of your basic salary as may be paid to you or as per company policy applicable to your grade, with a matching contribution from the Company.
- **2.5.2** The Pension Fund is a non-contributory one. The Company will make a contribution, not exceeding 5% of your basic salary, to the Pension Fund. "Vested rights" for pension benefit will accrue to you only on completion of 5 years of service with the company. Pension will be payable to you as per the rules of The Defined Contribution Scheme of the company as applicable to your grade. You will not have any lien/entitlement for pension if your service is terminated by resignation or otherwise prior to completion of 5 years of concern service. On termination of your service by resignation or otherwise after completion of 5 years of concern service, you could choose to either transfer the balance in the fund to the approved fund of your new employer or you could draw pension immediately on exit or at the age of 60 years.

2.6 The salary credit date is 21st of every month. If your date of joining us is on or post 5th of the month, then your salary will be credited on the 21st of the following month together with arrears.

3. PROBATION AND TERMINATION:

3.1 You will be on probation for a period of 6 months or longer at the sole discretion of the Company. During this period either party can terminate the contract by giving the other one month's notice. The Company basis your performance during the probation period shall have the sole discretion to confirm your employment which if at all shall be communicated to you in writing by way of a "Confirmation Letter".

3.2 Upon your successful completion of the probation period, you may terminate your employment with the Company by providing 90 days written notice to the Company. Upon resignation, it will be mandatory for an employee to serve at least 60 days of the applicable notice period. During the mandatory notice period, you will not be entitled to any leave unless expressly sanctioned in advance in writing by your Line Manager. Thereafter, at the sole discretion of the Company, you may be relieved earlier. Upon such early release, notice pay for any unserved period of notice will be deductible from your full and final settlement. Any annual leave to your credit will be adjusted against notice period, as per company Leave Policy. The Company may solely choose to relieve your services by giving 90 days' notice or basic salary in lieu of notice.

3.3 You agree and acknowledge that in the event you initiate termination of your services to the Company, and intend to, consider, and/ or accept to take up employment with any person or entity engaged in a business or trade that competes with the business or trade of the Company or of the Associated Companies in the Territory in product categories or groups with which you had been involved in the course of your work for the Company; (i) you shall be bound to disclose the same including the name and details of such person, company or entity in writing to your Line Manager and your HRBP immediately (ii) and in any event and at all times you shall strictly adhere to the confidentiality provisions as set out herein.

3.4 If you are at any time guilty of misconduct, commit any breach of this Agreement, or refuse or willfully neglect to perform to the satisfaction of the Company or any of the Associated Companies in connection with whose business you may be engaged all or any of the duties devolving upon you under this Agreement, the Company may at once, without any previous notice, terminate your engagement.

3.5 Your services can also be terminated with immediate effect, on account of gross dereliction of duty or violation of company's Code of Business Principles, at the sole discretion of the Company, without any notice pay.



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3.6 Considering that during the course of your employment with the Company, you shall be privy to or shall otherwise have access to sensitive and confidential information of the Company, which may include products' related information for existing or conceived products, business plans, information related to existing or conceived projects, vendors and partners' related information and other valuable information of the Company, or you may be/ needed to be engaged in a project that needs to be completed or for the needs of other business reasons/requirement; in the event you choose to terminate your employment with the Company, the Company shall have the right to refuse the acceptance of the 90 days' notice period and require you to continue to serve the Company during the notice period or any part therefor OR, for the duration of the notice period or any part thereof, require that you do not perform any official duties or attend office and return all assets provided by the Company, provided however during such notice period or part therefor, you shall not take up employment or any other engagement (including as consultant or advisor) whether on a full-time or part-time basis with any other person or entity.

3.7 Upon termination of your employment, you shall immediately return to the Company, any and all document, manuals, documented confidential information (without making any copies thereof and/or extracts there from), and other property belonging to the Company that may be entrusted to and/or placed in your possession by virtue of and/or during the course of your employment with the Company.

4. GENERAL EMPLOYMENT OBLIGATIONS

4.1 During your employment with the Company, you shall not be engaged, concerned, or interested directly or indirectly, in any other occupation, business or employment whatsoever (either for remuneration or on a honorary basis), without the previous consent in writing of the Company, and shall devote your whole time, attention and abilities exclusively to the performance of your duties and shall in all respects obey and conform to the Company's orders and regulations and faithfully serve the Company and use your best endeavors to promote the interests and business thereof.

4.2 During such time as you may be engaged in connection with the business of the Company and any of the Associated Companies, you shall be governed by the service rules and regulations of the Company, as amended by the Management, from time to time.

4.3 During your employment with us, you will be required to abide by the principles set out in the Unilever Code of Business principles, Privacy Policy Guide and Safety & Environment Policy, breach of which, can have serious consequences including dismissal from service. You will also receive a reply consent format regarding the use of your personal database. Please go through the same and hand over a signed copy of the same along with the signed copy of your letter of appointment.

4.4 You shall make a disclosure of any criminal litigation that gets instituted against you or by you to the Company and shall keep the Company fully informed of any adverse development in any pending criminal litigation and in such an event, the Company will deal with the matter in accordance with the Policy/rules laid down in this regard.

4.5 You acknowledge and agree that by accepting this offer and employment with the Company you are not violating any non-compete agreement or terms you have made with your previous employer/s and in case any such violation comes to our notice, we may forthwith terminate your employment for misrepresentation of facts. You shall further be liable for all actions, damages and charges initiated against or levied upon us on account of you violating the non-compete agreement.

5. CONFIDENTIALITY:

5.1 During your employment with the Company, you may have access to information of a secret or confidential character relating to the trade or business of the Company or of the Associated Companies or to the business plans, finances and financial projections, strategies, methods, process, appliances, machinery or plant used by them, or by any of them or to any experiments made by them, or any of them, or by any persons in their employ or relating to the prices paid or charged by, or the customers of the Company or its Associated Companies (herein after referred to as "Confidential Information").

5.2 You shall not, either during the continuance of this employment except in proper course of your business duties or thereafter for any reason whatsoever, use, disclose, divulge, or communicate to any person or entity outside of your employment with the Company any Confidential Information.



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5.3 Every invention made or discovered by you during the continuance of this Agreement shall be deemed to have been made by and on behalf of the Company and shall belong to the Company exclusively, and you shall forthwith communicate to the Company full particulars of every such invention.

5.4 You shall, at the request and cost of the Company, take all necessary steps to procure the granting of Letters of Patent in India and similar protection abroad in the Joint names of the Company and yourself in respect of such invention, and upon such Letters of Patent and/or similar protection being granted, shall, at the request and cost of the Company, execute all assignments, licenses, and other documents required by the Company to deal with the said Letters of Patent and/or similar protection in such manner as the Company may think fit. Should the Company so desire the said invention shall not be made the subject of Letters of Patent or similar protection, but shall be worked by the Company, and all or any of its Associated Companies as a secret process, and in such case you undertake not to disclose, divulge or communicate any information relating to such invention to any other person or persons whatsoever.

5.5 All the provisions hereinbefore contained regarding any invention or patent shall apply to any design which during the continuance of this Agreement, you shall become entitled to register, the registration thereof being deemed to be equivalent to the grant of Letters of Patent, and any other necessary changes being made.

5.6 In terms of the Confidentiality Clause, there exists a continuous obligation to keep confidential any Unilever Confidential Information at your end. You agree that you have full knowledge of the same & you hereby fully understand the said continuing obligation. You undertake that you shall not disclose the same in future to any third party without the prior written approval of Unilever.

5.7 You agree that, without prejudice to any other rights or remedies that Unilever Group may have, damages alone would not be an adequate remedy for any breach of the provisions contained herein. You acknowledge and agree without proof of actual damages that injunctive relief, specific performance or other equitable relief in favour of Unilever Group are appropriate and necessary remedies for breach of the terms of your appointment.

6. DATA PROTECTION AND USE OF EQUIPMENT

6.1 Data Privacy. It is important that you read and comply with relevant Unilever Group data privacy policies and standards as updated from time to time. You agree that members of the Unilever Group and appropriate third parties may both electronically and manually control and process personal data (including sensitive personal data) that relates to you for all purposes relating to your employment, including without limitation: for the purposes of staff administration and management, including performance management and analytics; for compliance with applicable procedures, legal requirements and regulations (including obligations to third parties); for storage and processing by members of the Unilever Group or its agents of the data inside or outside your Country and/or the European Economic Area; and/or as otherwise set out in Unilever's data privacy policies and standards or as notified to you from time to time.

6.2 IT systems policy use and monitoring. You are subject to, and must comply with, Unilever Group's policies regarding the use of and access to email, internet, intranet, computers and any other relevant electronic communication systems. This means that the Unilever Group may monitor and record your use of office equipment (whether during or outside normal working hours) as appropriate in accordance with such policies and applicable law, potentially including email, the internet, instant messaging systems, video conferencing, your computer equipment (including laptop), your telephone and any mobile phone issued to you by or on behalf of Unilever, and you hereby agree to this and acknowledge that you have no expectation of privacy in your use of such systems. If you use your own device for work purposes you should be aware that similar provisions may apply in relation to any such use, and you must review and comply fully with any relevant "Bring Your Own Device" policy (or similar).

6.3 In addition to clauses 6.1 and 6.2 you acknowledge and agree:



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- that members of the Unilever Group and appropriate third parties may both electronically and manually control and process personal data (including sensitive personal data) that relates to you for all purposes relating to your employment, including without limitation: information about your physical or mental health or condition in order to monitor sickness absence and take decisions as to your fitness for work (and related considerations); information about you that may be relevant to ensuring equality of opportunity and treatment in line with Unilever's equal opportunity and diversity policies and/or applicable equality law or requirements (e.g. your racial or ethnic origin, religion or similar information); information relating to any criminal proceedings in which you have been involved; and/or for disciplinary, grievance and investigatory purposes and insurance purposes;
- that Unilever may make personal data (including sensitive personal data) that relates to you available to members of the Unilever Group, to those who provide products or services to members of the Unilever Group (such as advisers and payroll administrators), to potential purchasers of the business in which you work, to regulatory authorities and governmental or quasi-governmental organizations, and as otherwise required by law;
- to the transfer of such personal data to any such person outside your Country where appropriate for administration or other purposes in connection with your employment; and
- if you use your own device for work purposes, you should be aware that similar provisions to those set out in Clause 6.1 may apply in relation to any such use, and you must review and comply fully with any relevant "Bring Your Own Device" policy (or similar).

7. OTHER SERVICE BENEFITS:

7.1 You will be entitled to leave and public holidays and other service benefits as per the rules framed by the Management from time to time and applicable to the respective grade in the office / department in which you are for the time being posted.

7.2 You shall retire on attainment of 60 years of age, unless specifically required by the Company in writing to continue in service beyond this age. You will retire from the services of the Company from the close of business hours of the last day of the month in which you attain the age of 60 years.

If you agree to these terms and conditions of employment, may we request you to sign the copy of this letter as a token of your acceptance.

Yours sincerely,

For Hindustan Unilever Limited

Rakesh Ravindran

Senior Manager HR, People Experience & Operations

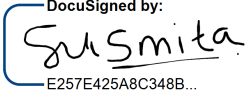


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I have gone through the aforesaid terms and conditions/terms of appointment and have fully understood the same. I hereby accept the above appointment on the above terms and conditions and shall abide by them.

Name: Susmita Gudulkar

Employee No:

Signature: 

April 23, 2020 | 13:37 BST

Date:



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Annexure 'A'

PRIVATE & CONFIDENTIAL

GROSS COMPENSATION: Susmita Gudulkar

Work Level 1B

I. Fixed Cash Components	INR per annum
Basic Salary	265,296
House Rent Allowance	279,000
Supplementary Allowance	274,440
Total Fixed Cash	818,736
II. Variable Cash Components	
Annual Bonus (At Target)	67,651
(17% of Base Pay, where Base Pay=Basic x 1.5)	
Total Cash : Fixed + Variable	886,387
III. Retiral Benefits	
Provident Fund (12% of Basic)	31,836
Superannuation (5% of Basic)	13,265
Total Retiral Benefit	45,101
Grand Total	931,488

Gratuity as per Payment of Gratuity Act calculated as 15 days of basic salary for every completed year of service, subject to a maximum of INR 2,000,000 and a vesting criteria requiring completion of continuous service of 4 years and 190 days.

IV. Other Perquisites

Greenfield Bonus (where applicable), as per Company Policy

Notes :-

- Medical as per Company Policy
- HRA as per Company Policy
- All the above facilities are subject to the detailed rules and regulations of the Company, as may be applicable from time to time.
 - i. The company reserves the right to review/amend its policies periodically.
- Any tax liability arising out of these allowances / perquisites / reimbursements, will be to the employees own account.
- The above remuneration package shall be applicable till further notification.