

Date:

To,
(Name of Director)
(Address)

Dear Sir,

APPOINTMENT AS A NON-EXECUTIVE INDEPENDENT DIRECTOR

1. We thank you for accepting our invitation to join our Board of Directors and we are pleased to confirm your appointment as a Non-Executive Independent Director of Shalby Limited, a Company incorporated in India (the "**Company**"), on the terms and conditions¹ as set out herein.

Duration of Appointment

2. The Board of Directors in their meeting held on [•] has approved your appointment as an Independent Director of the Company to hold the office for the period of [•] years w.e.f. [•] and your appointment as Independent Director is subject to the approval of members in the General Meeting of the Company. Your appointment/re-appointment will be subject at all times to the provisions of Companies Act, 2013 (the "**Companies Act**"), Code of Corporate Governance under Listing Agreement with Stock Exchanges ("**Applicable Laws**") and the Articles of Association of the Company (as the same may be altered from time to time) (the "**Articles**") and will also be subject to all other applicable laws (as from time to time amended, modified, supplemented or replaced). In accordance with the Articles and/or the Companies Act, your appointment may be annulled at any time. You will not be entitled to any compensation for loss of office. In case and whenever, you wish to be relieved of your appointment as the Independent Director or circumstances exist that compel you to relinquish your office as such, you would do so in compliance with the provisions of Companies Act, 2013 and all other applicable laws.

The directors may be requested to be a member / Chairman of any one or more Committees of the Board which may be constituted from time to time. The Board reserves the right to alter the composition of such Committees(s) by the addition, removal or alteration of the position(s). You will adhere and support the execution of such Board mandate(s) as are approved from time to time.

Fees and Reimbursement of Expenses²

3. As a non-executive member of the Board of Directors of the Company ("**Board**"), you will be entitled to receive fee for your role as Director of the Company and as a member of any Committee(s), as recommended by the Nomination & Remuneration Committee and approved by the Board, payable at such times as determined thereat. Where you hold office as a Director of the Company for only part of the period in respect of which remuneration / fee is payable, you shall be entitled to be paid the proportion of the same related to the period during which you have held office.
4. You are entitled to be reimbursed all travelling and other reasonable expenses as may be incurred in attending and returning from meetings of the Board or of any Committee(s) established by the Board or General Meetings of the Company or otherwise howsoever in or about the business of the Company, in the course of the performance of your duty as a Director of the Company.

¹Clause IV.4.(a) of Schedule IV to the Companies Act, 2013

²Clause IV.4.(g) of Schedule IV to the Companies Act, 2013

Expectations, Role & Function³

5. As a Director of the Company, you shall adhere to the highest standards of professional conduct in the deliberations of the Board / Committee(s). A document on the expected professional Code of Conduct; Role and Functions of the Independent Directors, is available for your reference.

Insurance⁴

6. The Company has in place, a Directors and Officers Liability Insurance Policy. The insurance is primarily intended to protect Directors and Officers of the Company in their individual capacity when suits are brought against them for wrongful acts. However, the cover does not inter alia, include dishonest / criminal conduct or the willful violation of law / contract etc. You are requested to familiarize yourself with the specific terms of the cover as currently available or as may be revised from time to time.

Potential Conflicts of Interest, Interested Person Transactions and Disclosure of Interests

7. You owe a fiduciary duty⁵ to the Company and are obliged to adhere to the Corporate “Code of Business Conduct & Ethics” and the “Code of Conduct; Role and Functions of Independent Directors”⁶, available for your reference.
8. Where you may be a party to, or otherwise be interested in, any transaction or arrangement with the Company, its subsidiaries or associated companies (the “**Group**”) or in which any member of the Group is otherwise interested, provided that you disclose the nature of your interest as required by and in accordance with the Applicable Laws, you will not, by reason of your appointment as a Director, be accountable to the Company for any benefit which you derive from any office or employment or from any transaction or arrangement which is permissible and no such transaction or arrangement will be liable to be void on the grounds of any interest or benefit, subject to any other requirements of the Articles.
9. As a Director of the Company, you need to be aware of and comply with the disclosure requirements and best practices regarding dealing in securities of the Company / its Subsidiary(ies) and/or its Associates under the applicable provisions of the Companies Act, Securities and Exchange Board of India Regulations, Listing Agreement with Stock Exchanges and the Internal Policies of the Company, and you hereby undertake to promptly (and in any case, within the periods prescribed by applicable law and regulations) notify the Company Secretary / Compliance Officer, in such form as may be specified from time to time, of the particulars of any securities of the Company / its Subsidiaries / its Associates in which you have an interest as at the date of your appointment and of any change in such particulars subsequently.

Independent Advice and Access to Company Secretary and Key Management Staff

10. You are entitled to seek independent professional advice on Company-related matters (including those relating to your role and responsibility as a director) at the expense of the Company, subject to the costs being approved by the Chairman of the Board or the Board in advance.
11. Furthermore, you are entitled to separate and independent access to the Company Secretary/Chief Finance Officer and you are also free to discuss any matter relating to the running of the Company with the Company Secretary as well as the Key Management Staff of the Group (including without limitation the Chief Executive Officer and Chief Financial Officer).

² Clause IV.4.(g) of Schedule IV to the Companies Act, 2013

³ Clause IV.4.(b) of Schedule IV to the Companies Act, 2013

⁴ Clause IV.4.(d) of Schedule IV to the Companies Act, 2013

⁵ Clause IV.4.(c) of Schedule IV to the Companies Act, 2013

Confidentiality

12. You are required to keep confidential and not use, divulge, disclose or deliver to any person (except as authorised or provided herein or required by your duties or by law) any information acquired by you in the course of your role as director of the Company and which
- (i) is a trade secret, intellectual property or know-how of the Group or is otherwise the confidential property of the Group (including without limitation, the business, financial arrangements or position of the Company or the Group or of any person or company with whom any member of the Group deals, any of the dealings, transactions or affairs of the Company or the Group and the terms of the contracts, arrangements and transactions between the Company and other parties); or (ii) was acquired by you under a duty of confidentiality. The aforesaid confidentiality requirements shall continue to apply after the termination of your appointment without limit in time, but shall cease to apply to information or knowledge which may come into the public domain other than by breach of these provisions. Your obligations in this paragraph 15 shall also cease in respect of such information (or part thereof) which is required to be disclosed pursuant to any applicable laws, rules, regulations or directives or by an order of court or which is required to be disclosed by Stock Exchanges or other statutory, regulatory or governmental authorities.

Your Personal Information

The information collected from you in your consent to act and your declarations as provided in the same context, would be used for the purposes of processing and maintaining your appointment as Director of the Company. Such information provided by you, and any further information that you may subsequently provide, may be disclosed to:

- (a) any related corporations of the Company; and/ or
- (b) any service provider to any member of the Group,

and may be incorporated in the documents pertaining to public offering of the Company and you hereby consent to such disclosure for these and any other purposes of the Company. Any such information may also be provided to any Court or Stock Exchanges or other Statutory, Regulatory or Governmental Authority(ies) in case the Company is under obligation to disclose the same.

Non- Competition

13. In this Clause, the expressions following bear the meanings ascribed to them respectively below, namely:-
- (a) "Business" means the healthcare-related business(es) carried on by the Group;
 - (b) "Person" means any individual, partnership, joint venture, corporation, limited liability company, unincorporated organization or association, trust (including the trustees thereof, in their capacity as such), government (or agency or political subdivision thereof) or other entity;
 - (c) "Prohibited Area" means the cities or locations at which the group has Business activities and any other territory in which the Group may carry on the Business in the future; and
 - (d) "Relevant Date" means the date on which your appointment as a Director of the Company shall cease irrespective of the cause or manner.

Since you have obtained and/or are likely to obtain in the course of your appointment with the Company personal knowledge of the business operations of the Group, you agree that you will not, during the term of your appointment and within a period of 12 months from the Relevant Date (a) be employed, engage or be involved (whether on your own account or in any partnership), in any business within the Prohibited Area in direct competition with the Business; or (b) solicit, in competition with the Business, the services of any person who at any time during the last 12 months of your association with the Company was an employee of the Group,

PROVIDED ALWAYS that the following shall not be construed as a breach of any of the above restrictions:

- (i) your holding of up to 5% of the paid up share capital of a Company that is listed on any stock exchange and which is engaged in business operations in competition with the Business; and
- (ii) Your acting in the capacity of an Officer, Director, Partner, Employee or Advisor of any financial institution or financial investor or any Person in which such institution or investor has an interest, but only when acting in such capacity.

Acceptance

- 14. Please acknowledge your agreement of the terms of your appointment set out in this letter by signing and returning as soon as possible the attached duplicate letter. Please also keep the Company notified of any changes to the information which you have provided to the Company from time to time in your declarations.

Contact Details

- 15. We welcome you to the Board. Please contact Jayesh Patel, Company Secretary, at registered office, if you have any queries in relation to the matters raised in this letter.
- 16. This letter shall be governed by, and construed in accordance with, the laws of India and you hereby submit to the non-exclusive jurisdiction of the courts of India.

For Shalby Limited

Dr. Vikram Shah
Chairman & Managing Director