

**LETTER OF APPOINTMENT AS AN INDEPENDENT DIRECTOR
(Pursuant to the provisions of Section 149 read with Schedule IV of the
Companies Act, 2013)**

December , 2022

Dear _____

Sub.: Your appointment as an Independent Director

On behalf of the Company, I am pleased to inform you that the Shareholders of the Company at the Extra-Ordinary General Meeting of the Company held on December 07, 2022, have approved your appointment as a Non-Executive Independent Director (Independent Director) of the Company.

This letter of appointment sets out the terms and conditions covering your appointment, which are as follows:

1. APPOINTMENT / RE-APPOINTMENT

- 1.1 In accordance with the provisions of the Companies Act 2013 (the "Act"), you are appointed as a Non-Executive Independent Director on the Board of Directors of the Company for a period of five consecutive years with effect from November _____, 2022 till November _____, 2027 or the date on which you resign from the office of director.
- 1.2 You will be eligible for re-election for another term of five consecutive years after the expiration of the first term mentioned above subject to the approval of the Board and Shareholders.
- 1.3 As an Independent Director, the provisions of the Act regarding retirement by rotation at each Annual General Meeting of the Company shall not apply.

2. ROLE AND DUTIES

- 2.1 Independent directors have the same general legal responsibilities to the Company as that of any other director as provided under the Companies Act, 2013 and the rules thereunder. The Board, as a whole, is collectively responsible for ensuring the success of the Company by directing and supervising the Company's affairs. There are certain duties prescribed for all Directors, which are fiduciary in nature and are as mentioned under section 166 of the Act. Apart from that your conduct shall abide by the Code of Independent Directors as prescribed under section 149 read with Schedule IV of the Act, as may be amended from time to time and with the Code of Business Conduct and Ethics as formulated by the Company and as may be amended from time to time.

- 2.2 All information acquired during your appointment is confidential to the Company and should not be released, either during your appointment or following termination (by whatever means) to third parties without our prior clearance unless required by law or regulatory body.
- 2.3 Your attention is also drawn to the requirements to avoid making any statements that might risk a breach of any of the requirements to the SEBI (Prohibition of Insider Trading) Regulations 2015.
- 2.4 The Board aims to have at least one “independent directors only” meeting during each financial year so that they can have a full and frank discussion on the performance of the Company, risks faced by the Company and the performance of non-independent directors and Board as a whole, including the performance of the Chairperson of the Board.

3. BOARD COMMITTEES

The Board may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee that it sets up in the future during the tenure of your office. Upon your appointment, you will be provided with the appropriate committee charter which sets out the functions of that Committee.

4. REMUNERATION AND EXPENSES

- 4.1 As an Independent Director your remuneration will comprise of a sitting fee for Board/Committee Meetings and a commission based on the profits of the Company.
- 4.2 The sitting fees is Rs. _____/- per meeting for attending the Meetings of the Board and Rs. _____/- per meeting for attending the Meetings of the Committee(s) of the Board of Directors, if any.
- 4.3 The total amount of commission payable to independent director is fixed at Rs. _____ per annum.
- 4.4 The Commission will be remitted in the month in which the Annual General Meeting is held in each year.
- 4.5 The Company will reimburse you for all the out of pocket expenses incurred by you for attending the Board and aforesaid Committee meetings. The Company will also reimburse the travel expenses incurred by you while undertaking an annual study tour of the United States or any other country which is relevant to the business of the Company to acquaint you with the latest developments in the digital healthcare space.
- 4.6 The remuneration payable will be subject to tax and statutory deductions or levies.
- 4.7 The remuneration payable to non-executive directors including Independent Directors will be reviewed periodically by the Board.

5. LIABILITIES

- 5.1 Though the Board as a whole is collectively responsible for promoting the success of the Company by directing and supervising its affairs in a responsible and effective manner, in your capacity as Independent Director, you will be held liable in respect of such acts of omission or commission by a Company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you have not acted diligently.
- 5.2 Any breach of duties specified or expected of you as an Independent Director may expose you to penal consequences as specified under the Act or any other applicable law in force.

6. INDEPENDENCE AND OUTSIDE INTERESTS

- 6.1 Based on your representation and declaration, the Board of the Company has determined you to be independent as per the provisions of the Act.
- 6.2 It is accepted and acknowledged that you have business interests other than those of the Company and have no conflict of interest other than that which is disclosed to the Board. In the event that you become aware of any further potential or actual conflicts of interest, the same should be disclosed to the Company as soon as they become apparent.

7. DIRECTORS AND OFFICERS LIABILITY INSURANCE

The Independent Directors are covered under Directors' and Officers' Liability Insurance Policy procured by the Holding Company.

On behalf of the Company and the Board, we look forward to your valued participation in the Board deliberations and successful direction of the Company's activities.

Please confirm your acceptance of the above terms by signing and returning to the undersigned a copy of this letter. If at any time you have any comments or questions relating to your position as an Independent Director, please feel free to contact me.

Yours Sincerely,

(Chairperson- Apollo Healthco Limited)

I confirm and agree to the terms of my appointment as an Independent Director as set out in this letter.

(Independent Director)