



[Date]

[Name of the Independent Director]

[Address]

[Mr/Ms ●]

APPOINTMENT AS A NON-EXECUTIVE INDEPENDENT DIRECTOR

We are pleased to confirm your appointment as a Non-Executive Independent Director (“hereinafter referred to as “Director”) of HealthCare Global Enterprises Limited (the “Company”), on the terms and conditions as set out herein.

1. NOMINATION TO THE BOARD COMMITTEES

1.1 In addition to your appointment as a member of the Board, you would also be nominated to the Board Committees such as:

- a) Audit Committee
- b) Such other Committees to be formed as per the requirement of the Companies Act 2013 and other rules/regulations, as and when it becomes applicable to the Company.

1.2 The Board reserves the right to alter the composition of such Committee(s) by the addition, removal or alteration of the position(s) from time to time. In such an event you may also be required to serve on other Committees of the Board. You will adhere and support the execution of such Board mandate(s) as are approved from time to time.

2. DURATION OF APPOINTMENT

2.1 Your appointment pursuant to your consent dated [●], to act as a Director of the Company, the Articles of Association and all applicable provisions of the Companies Act, 2013 (the “Act”), all other applicable laws and regulations (including any statutory modifications, enactments or re-enactments thereof for the time being in force) and subject to the approval of the shareholders’ at the next General Meeting of the Company, shall be valid for a period of five (5) years with effect from [●] till [●], unless terminated earlier or extended, as per the provisions of this letter and applicable laws (“Term”).



- 2.2 As an Independent Director, you will not be liable to retire by rotation.
- 2.3 Reappointment at the end of the Term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the shareholders. Your reappointment would be considered by the Board based on the outcome of the performance evaluation process; and you continuing to meet the independence criteria.
- 2.4 In case and whenever you wish to be relieved of your appointment as the Non-Executive Independent Director or circumstances exist that compel you to relinquish your office as such, you would do so in compliance with the provisions of the Act and all other applicable laws.

3. FEES AND REIMBURSEMENT OF EXPENSES:

- 3.1 As a Non-executive Independent Director on the Board of the Company (“Board”), you will be entitled to receive remuneration as sitting fee for your role as Director of the Company.
- 3.2 The Board of Directors of the Company at their meeting held on [●] have approved a payment of INR [●] (Indian Rupees [●]) per meeting as sitting fees for Non- Executive Independent Directors for attending the meetings of the Board.
- 3.3 You will be entitled for sitting fee for attending the meetings of Committees of Board (of which you are a member). The Sitting Fee for attending meeting of the Committees of the Board shall be INR [●] (Indian Rupees [●]), per meeting, subject to a maximum of INR [●] (Indian Rupees [●]) per quarter in a financial year.
- 3.4 The Nomination & Remuneration Committee and the Board shall have the right to vary the remuneration payable to Non-Executive Independent Directors at such times as determined thereat.
- 3.5 You are entitled to be reimbursed for 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.

4. CODE OF CONDUCT, FUNCTIONS AND DUTIES

- 4.1 Your role, duties and responsibility will be those normally required from a Non-Executive Independent Director under the Act and those arising out of regulations which would be



applicable to the Company from time to time. You will be expected to perform your duties, whether statutory, fiduciary or common law, faithfully, efficiently and diligently to a standard commensurate with both the functions of your role and your knowledge, skills and experience. Your duties as per the Act are enclosed as ANNEXURE A.

- 4.2 You shall abide by the ‘Code For Independent Directors’ as outlined in Schedule IV of the Act, and duties of Directors as provided in the Act (including Section 166). The code for independent directors is enclosed as ANNEXURE B.
- 4.3 You are also required to abide by the codes and policies as issued by the Company from time to time.
- 4.4 Considering the nature of the role of a Director, it is difficult for a company to lay down specific parameters on time commitment. You agree to devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities as an Independent Director.

5. LIABILITIES

You as an Independent Director shall be held liable, in respect of such acts of omission or commission by Company which had occurred with your knowledge, attributable through Board processes and with your consent or connivance or where you had not acted diligently.

6. INSURANCE

The Company has in place, a Directors and Officers 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 wilful 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.

7. POTENTIAL CONFLICTS OF INTEREST, INTERESTED PERSON TRANSACTIONS AND DISCLOSURE OF INTERESTS

- 7.1 You owe a fiduciary duty to the Company and are obliged to adhere to the “Code of Conduct; Role and Functions of Independent Directors”, available for your reference.
- 7.2 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, you shall disclose the nature of your interest as required by and



in accordance with the applicable laws, and 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 under the applicable laws; and no such transaction or arrangement will be liable to be void on the grounds of any interest or benefit.

- 7.3 As a Director of the Company, you need to be aware of and comply with the disclosure requirements under the Act, applicable laws and the best practices regarding dealing in securities of the Company / its Subsidiary(ies) and/or its Associates under the applicable provisions of the Act, and such other regulations, as and when it becomes applicable to 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, 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.

8. INDEPENDENT ADVICE AND ACCESS TO COMPANY SECRETARY AND KEY MANAGEMENT STAFF

- 8.1 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.
- 8.2 Furthermore, you are entitled to separate and independent access to the Company Secretary 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).

9. CONFIDENTIALITY

- 9.1 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.



9.2 Furthermore, the restrictions on use and disclosure contained in clause 9.1 above shall not apply to any information:

9.2.1 which was already known to you or in your possession prior to the same having been received or acquired by you from the Company; or

9.2.2 which is received by you from a third party without restriction on disclosure; or

9.2.3 which at the time of disclosure or thereafter is generally available to and known by the public; or

9.2.4 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.

10. YOUR PERSONAL INFORMATION

10.1 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.

10.2 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 government service providers, government beneficiaries, government departments, banks and other financial institutions to comply with their regulatory procedures and internal compliance policies, on a need-to-know basis 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.

10.3 During the Term, you shall promptly intimate the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

11. MEMBERSHIP OF OTHER BOARDS

Apart from the applicable law and good governance practices, there are no other limitations on the membership on the Boards of other companies.



12. ACCEPTANCE

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.

13. CONTACT DETAILS

We welcome you to the Board of the Company. Please contact the Company Secretary, at sunumanuel@hcgoncology.com, if you have any queries in relation to the matters raised in this letter.

14. APPLICABLE LAWS

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.

15. ACCEPTANCE

We are confident that the Board and the Company will benefit immensely from your rich experience and we are eager to have you as an integral part of the growth of our Company. If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter.

We thank you for your continued support and commitment to the Company.

Yours Sincerely,
For HealthCare Global Enterprises Limited

Chairman & CEO



AGREE AND ACCEPT

I have read the letter above and hereby affirm my acceptance to the terms and conditions set out in the letter in relation to my appointment as a Non-Executive Independent Director of the Company.

Signature: _____

[Name of the Independent Director]

[Date]



ANNEXURE A

Duties of directors (Section 166 of the Act)

1. Subject to the provisions of this Act, a director of a company shall act in accordance with the articles of the company.
2. A director of a company shall act in good faith in order to promote the objects of the company for the benefit of its members as a whole, and in the best interests of the company, its employees, the shareholders, the community and for the protection of environment.
3. A director of a company shall exercise his duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
4. A director of a company shall not involve in a situation in which he may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the company.
5. A director of a company shall not achieve or attempt to achieve any undue gain or advantage either to himself or to his relatives, partners, or associates and if such director is found guilty of making any undue gain, he shall be liable to pay an amount equal to that gain to the company.
6. A director of a company shall not assign his office and any assignment so made shall be void.



ANNEXURE B

SCHEDULE IV [section 149(8) of the Act]

CODE FOR INDEPENDENT DIRECTORS

The Code is a guide to professional conduct for independent directors. Adherence to these standards by independent directors and fulfilment of their responsibilities in a professional and faithful manner will promote confidence of the investment community, particularly minority shareholders, regulators and companies in the institution of independent directors.

I. Guidelines of professional conduct:

An independent director shall:

1. uphold ethical standards of integrity and probity;
2. act objectively and constructively while exercising his duties;
3. exercise his responsibilities in a *bona fide* manner in the interest of the company;
4. devote sufficient time and attention to his professional obligations for informed and balanced decision making;
5. not allow any extraneous considerations that will vitiate his exercise of objective independent judgment in the paramount interest of the company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making;
6. not abuse his position to the detriment of the company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
7. refrain from any action that would lead to loss of his independence;
8. where circumstances arise which make an independent director lose his independence, the independent director must immediately inform the Board accordingly;
9. assist the company in implementing the best corporate governance practices.

II. Role and functions:

The independent directors shall:

1. help in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
2. bring an objective view in the evaluation of the performance of board and management;
3. scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;

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4. satisfy themselves on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
5. safeguard the interests of all stakeholders, particularly the minority shareholders;
6. balance the conflicting interest of the stakeholders;
7. determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management;
8. moderate and arbitrate in the interest of the company as a whole, in situations of conflict between management and shareholder's interest.

III. Duties :

The independent directors shall—

1. undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the company;
2. seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the company
3. strive to attend all meetings of the Board of Directors and of the Board committees of which he is a member;
4. participate constructively and actively in the committees of the Board in which they are chairpersons or members;
5. strive to attend the general meetings of the company;
6. where they have concerns about the running of the company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board meeting;
7. keep themselves well informed about the company and the external environment in which it operates;
8. not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;
9. pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the company;
10. ascertain and ensure that the company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;
11. report concerns about unethical behaviour, actual or suspected fraud or violation of the company's code of conduct or ethics policy;
12. acting within his authority, assist in protecting the legitimate interests of the company, shareholders and its employees;



13. not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

IV. Manner of appointment:

1. Appointment process of independent directors shall be independent of the company management; while selecting independent directors the Board shall ensure that there is appropriate balance of skills, experience and knowledge in the Board so as to enable the Board to discharge its functions and duties effectively.
2. The appointment of independent director(s) of the company shall be approved at the meeting of the shareholders.
3. The explanatory statement attached to the notice of the meeting for approving the appointment of independent director shall include a statement that in the opinion of the Board, the independent director proposed to be appointed fulfils the conditions specified in the Act and the rules made thereunder and that the proposed director is independent of the management.
4. The appointment of independent directors shall be formalised through a letter of appointment, which shall set out :
 - a) the term of appointment;
 - b) the expectation of the Board from the appointed director; the Board-level committee(s) in which the director is expected to serve and its tasks;
 - c) the fiduciary duties that come with such an appointment along with accompanying liabilities;
 - d) provision for Directors and Officers (D and O) insurance, if any;
 - e) the Code of Business Ethics that the company expects its directors and employees to follow;
 - f) the list of actions that a director should not do while functioning as such in the company; and
 - g) the remuneration, mentioning periodic fees, reimbursement of expenses for participation in the Boards and other meetings and profit related commission, if any.
5. The terms and conditions of appointment of independent directors shall be open for inspection at the registered office of the company by any member during normal business hours.
6. The terms and conditions of appointment of independent directors shall also be posted on the company's website.

V. Re-appointment:

The re-appointment of independent director shall be on the basis of report of performance evaluation.

VI. Resignation or removal:

The resignation or removal of an independent director shall be in the same manner as is provided in sections 168 and 169 of the Act.

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An independent director who resigns or is removed from the Board of the company shall be replaced by a new independent director within a period of not more than one hundred and eighty days from the date of such resignation or removal, as the case may be.

Where the company fulfils the requirement of independent directors in its Board even without filling the vacancy created by such resignation or removal, as the case may be, the requirement of replacement by a new independent director shall not apply.

VII. Separate meetings:

1. The independent directors of the company shall hold at least one meeting in a year, without the attendance of non-independent directors and members of management;
2. All the independent directors of the company shall strive to be present at such meeting;
3. The meeting shall:
 - a) review the performance of non-independent directors and the Board as a whole;
 - b) review the performance of the Chairperson of the company, taking into account the views of executive directors and non-executive directors;
 - c) assess the quality, quantity and timeliness of flow of information between the company management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

VIII. Evaluation mechanism:

1. The performance evaluation of independent directors shall be done by the entire Board of Directors, excluding the director being evaluated.
2. On the basis of the report of performance evaluation, it shall be determined whether to extend or continue the term of appointment of the independent director.