

Date:

To,

Dear Sir/Madam,

Sub: Appointment/Re-appointment as a Non-Executive Independent Director of Vidal Health Insurance TPA Private Limited (the 'Company')

We are pleased to confirm your appointment as a Non-Executive Independent Director of the Company (the 'appointment') with effect from _____, subject to approval of shareholders at general meeting, which is pursuant to provisions of the Companies Act, 2013 and the Rules made thereunder (the 'Act') by passing Board resolution dated_____.

We have received from you a declaration that you meet the criteria of independence as provided under section 149(6) of the Act.

Further, as stipulated under the Act, the appointment of Independent Directors shall be governed by Schedule IV to the Act - 'Code for Independent Directors', enclosed to this letter as **Annexure A**, which primarily covers -

- I. **Guidelines of professional conduct**
- II. **Role and functions**
- III. **Duties**
- IV. **Manner of appointment**
- V. **Re-appointment**
- VI. **Resignation or removal**
- VII. **Separate meetings**
- VIII. **Evaluation mechanism**

The terms of the appointment, which in any event shall be subject to the Act, Rules made thereunder and the Articles of Association of the Company, are set out below, as stipulated in Schedule IV to the Act.

Appointment:

1. The appointment is for a term of _____consecutive years, commencing from _____till_____ (close of day). The appointment will be subject to the approval of the shareholders.
2. During your tenure as an Independent Director, you may be asked to serve on one or more of the Board Committees. Copies of the terms of reference for each of those committees would be provided to you at the appropriate time.
3. You will strictly abide by the Code for Independent Directors as enclosed.
4. The Company expects a commitment of sufficient time and attention as necessary in order to perform your duties under the appointment. This will include attendance at regular and emergency Board Meetings, annual meeting of Independent Directors

and the Annual General Meeting. You may also be required to attend regular meetings of Board committee, if any, of which you are a member.

5. In addition, you will be expected to devote appropriate preparation time ahead of each meeting.
6. By accepting the appointment, you confirm that you are able to allocate sufficient time to perform your role.
7. In case of removal/resignation for any reason, you shall not be entitled to any damages for loss of office and no fees will be payable to you in respect of any unexpired portion of the term of the Appointment.

Role & Duties:

8. As a Non-Executive Independent Director, you have the same general legal responsibilities to the Company as any other Director, except that you shall be held liable only 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 had not acted diligently.
9. You will adhere to the following duties of Directors, which are more specifically stipulated in Section 166 of the Act, as under -
 - Subject to the provisions of the Act, a director of a company shall act in accordance with the articles of the company.
 - 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.
 - A director of a company shall exercise his duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
 - 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.
 - 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.
 - A director of a company shall not assign his office and any assignment so made shall be void.

Fees/Commission:

10. You will be paid a sitting fee and commission for your services as a Non-Executive Independent Director per meeting of the Board and Committee thereof attended by you as a member, as the Board may approve from time to time unless otherwise waived by you.
11. You will have no entitlement to any bonus during the appointment and no entitlement to participate in any share scheme and no stock options will be issued to you by the Company.

Reimbursement of Expenses:

12. In addition to the fee described in 10 above, the Company will reimburse you for all reasonable and properly documented expenses you may incur while performing your role. You may submit details of expenses incurred to the Company.
13. During the appointment, circumstances may arise in the furtherance of your duties as a Director when it will be appropriate for you to seek advice from independent advisors at the Company's expense. The Company will reimburse the full cost of expenditure incurred as deemed necessary.

Other directorships and business interests:

14. The Company acknowledges that you may have business interests other than those of the Company and that you may have declared any conflicts that are apparent at present. In the event that you become aware of any potential conflicts of interest, not declared so far, these may be disclosed to the Chairman and the Board as soon as they become apparent.
15. During the appointment, you may please inform us prior to accepting any other (or further) directorships or any major external appointments, to avoid any conflict of interest with your current position in the Company.

Code of Conduct & other compliances:

16. During the appointment, you will comply with any relevant regulations as may be issued by the Government of India and such other authorized bodies as set up by the Government on its behalf, including the Code for Independent Directors and such other requirements as the Board of Directors may from time to time specify.
17. At the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect your status as an Independent Director, you shall give a declaration to that effect confirming that you meet the criteria of independence as provided in Section 149(6) of the Act, in the prescribed format.
18. During the appointment, you will comply with any relevant regulations as may be issued by Ministry of Corporate Affairs, the Companies Act, 2013 and rules made

thereunder including the Schedule IV (code of conduct) of the Act, various policies of the Company and such other requirements as the Board of Directors may from time to time specify.

Confidentiality:

19. You must apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the appointment or at any time after its termination) any confidential information concerning the Company and any of the Group Companies with which you come into contact by virtue of your position as a Non-Executive Independent Director of the Company.
20. You shall not communicate, provide or allow access to any unpublished price sensitive information, that you may have access/ possess in course of your duties, relating to company or its securities listed or proposed to be listed to any person save and except required in pursuance of legitimate purpose, performance of duties or discharge of legal obligations and abide the relevant SEBI Insider Trading Regulations and other regulations applicable to the Company.
21. In case of end of tenure/ Removal/ Resignation, you will deliver to the Company all books, document, papers and other property of or relating to the business of the Company which are in your possession, custody or power by virtue of your position as a Non-Executive Independent Director of the Company.

Performance review process:

22. The performance of individual Directors and the whole Board and its Committees, if any, shall be evaluated by the Nomination and Remuneration Committee/ Board/ independent external agency. If, in the interim, there are any matters arising in connection with your role as a Non-Executive Independent Director which cause you concern, you may discuss with us as soon as appropriate.

Insurance:

23. The Directors of the Company are covered under the Directors' and Officers' liability insurance and it is intended to maintain such cover for the full term of the appointment.

Letter of appointment:

24. In line with the provisions Schedule IV of the Act, the Company may make public a generic copy of this letter on its website at <https://www.vidalhealthtpa.com/vidalhealthtpa/annual-report.html> and the same shall be open for inspection at the registered office of the Company by any member during normal business hours.

This letter is governed by, and shall be construed in accordance with, the laws of India, and the parties agree to submit to the exclusive jurisdiction of the courts of Bangalore, Karnataka, India.

Please confirm your agreement to the above by signing and returning the enclosed duplicate of this letter.

Thanking you.

**Yours sincerely,
For Vidal Health Insurance TPA Private Limited**

**Girish Rao
Managing Director**

Encl:
Annexure A - Code for Independent Directors