

[Date]

[Name]
[Address]

Dear [Name],

APPOINTMENT AS A NON-EXECUTIVE INDEPENDENT DIRECTOR

1. We are pleased to confirm your appointment as a Non-Executive Independent Director of SRL Limited, a Company incorporated in India (the "**Company**"), on the terms¹ and subject to the conditions as set out herein, subject to the approval of shareholders of the Company.
2. In addition to your appointment as a member of the Board, this letter also notes your nomination to the following Board Committees:

Sr.	Name of Committee(s)	Membership/Chairpersonship (Y/N)
1.	Audit Committee	
2.	Nomination / Remuneration / Compensation Committee	
3.	Corporate Social Responsibility Committee	
4.	Share Allotment and Shareholders' / Investors' Grievance Committee	
5.	Management Committee	
6.	Corporate Governance Committee	

The Board reserves the right to alter the composition of such Committee(s) by the addition, removal or alteration of the position. You will adhere and support the execution of such Board mandate(s) as are approved from time to time.

Duration of Appointment

3. Consequent upon the approval conferred by the Shareholders at the Annual General Meeting held on [date of Annual General Meeting], your appointment as a director of the Company will take effect for a period of 5 (five) years. Your appointment/re-appointment will be subject at all times to the Companies Act, 2013 (the "**Companies Act**") 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).
4. Your appointment may be annulled at any time in accordance with the Articles and/or the Companies Act. 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 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 Companies Act, 2013 and all other applicable laws.

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

Fees and Reimbursement of Expenses²

5. As a non-executive member of the board of directors of the Company (“**Board**”), you will be entitled to receive such remuneration as fee or otherwise for your role as director of the Company and as a member of any committees established by the Board, as recommended by the Nomination / Remuneration / Compensation Committee and approved by the Board, payable at such times as determined thereat. Where you hold office as a director of the Company for part only of the period in respect of which such 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.
6. 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 committees 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.

Expectations, Role & Function³

7. As a Director of the Company, you shall adhere to the highest standards of professional conduct in the deliberations of the Board / Committees. A document on the expected professional Code of Conduct for Independent Directors⁴, is available for your reference.

Insurance⁵

8. Fortis Healthcare Limited, the Holding Company has taken a Directors and Officers Insurance Policy⁶ which includes Directors and Officers of the Company. 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.

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 Please refer “Code of Conduct for Independent Directors” available for your reference

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

⁶ Please refer “Directors and Officers Insurance Policy” available for your reference

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

9. You owe a fiduciary duty⁷ to the Company and are obliged to adhere to the Corporate “Code of Conduct”⁸ and the “Code of Conduct for Independent Directors”⁹, available for your reference.
10. Where you may be a party to, or otherwise be interested in, any transaction or arrangement with the Company, its holding, 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.

Independent Advice and Access to Company Secretary and Key Management Staff

11. 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 Chairperson of the Board or the Board in advance.
12. 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).

Confidentiality

13. 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 13 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.

⁷Clause IV.4.(c) of Schedule IV to the Companies Act, 2013

⁸Please refer “Code of Conduct” available for your reference

⁹Clause IV.4.(e) of Schedule IV to the Companies Act, 2013

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 purpose of the Company. Any such information may also be provided to any court or Stock Exchanges or other statutory, regulatory or governmental authorities in case the Company is under obligation to disclose the same.

Non- Competition

14. In this Clause, the expressions following bear the meanings ascribed to them respectively below, namely:-

- (a) "Business" means the [diagnostic-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

- 15. 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

- 16. We welcome you to the Board. Please contact _____, Company Secretary, at _____ if you have any queries in relation to the matters raised in this letter.
- 17. 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.

Yours sincerely

Name:
Designation:
SRL Limited

ACCEPTANCE

I have read the letter above and hereby accept the terms and conditions set out in the letter in relation to my appointment as non-executive independent director of the Company.

Signature: _____

Name:

Date: