

Date : \_\_\_\_\_

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Dear Mr / Mrs \_\_\_\_\_,

**Re: Appointment as an Additional Director (Independent) of TTK Healthcare Limited (“the Company”)**

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On behalf of the Board of Directors (“the Board”) of the Company, I take immense pleasure in confirming your appointment as an Additional Director (Independent) of the Company in terms of the applicable provisions of the Companies Act, 2013 (“the Act”), Rules made thereunder and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI LODR”) and as approved by the Board of Directors in their meeting held on 30<sup>th</sup> May, 2019, subject to the approval of the Shareholders by means of an Ordinary Resolution at the ensuing 61<sup>st</sup> Annual General Meeting of the Company.

Your appointment and other terms and conditions are subject to Company policy, Articles of Association of the Company, the relevant and applicable provisions of the Act read with Schedule IV to the Act and Rules made thereunder and SEBI LODR, as amended from time to time and as in force.

**TERMS AND CONDITIONS**

**APPOINTMENT:**

- (i) The appointment is for a consecutive term of 5 (five) years commencing from \_\_\_\_\_ till \_\_\_\_\_ on non-rotational basis unless otherwise terminated earlier by either side in terms of Section 168 or Section 169 of the Act as applicable. Any re-appointment shall be on the basis of report of performance evaluation presented by the other Directors on the Board.
- (ii) You will strictly abide by the Code for Independent Directors and other requirements detailed in Schedule IV to the Act. The Schedule IV is enclosed to this letter – **Annexure-A**.
- (iii) The Board, in order to derive benefit out of your rich and varied experience, may request and nominate you to serve on one or more Committees of the Board during your tenure.
- (iv) The Board expects you to dedicate sufficient time and attention towards the business affairs of the Company and participate actively / constructively in:
  - All meetings of the Board;
  - Committee(s) in which you are a member or Chairperson;
  - General Meetings of the Company; and
  - Annual Meeting of the Independent Directors.

- (v) By accepting the Appointment, you confirm that you will be in a position to allocate sufficient time to meet the expectations of your role as an Independent Director.

**ROLE:**

- (i) In addition to the role specified under Schedule IV to the Act, you are expected to bring an independent judgement to the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct.
- (ii) You are further expected to provide an objective view in the evaluation of performance of the Board and Management and further scrutinize the performance of Management in meeting agreed goals and objectives.

**DUTIES:**

You will adhere to the below mentioned Duties as specified under Section 166 of the Act in addition to the duties mandated under Schedule IV to the Act:

- (i) Subject to the provisions of this Act, you shall act in accordance with the Articles of Association of the Company.
- (ii) You 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.
- (iii) You shall exercise your duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
- (iv) You shall not involve yourself in a situation, in which you may have a direct or indirect interest that conflict or possibly may conflict, with the interest of the Company.
- (v) You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates and if found guilty of making any undue gain, you shall be liable to pay an amount equal to that gain to the Company.
- (vi) You shall not assign your Office and any assignment so made shall be void.
- (vii) In addition to the above, you shall abide by the Code of Conduct devised by the Company for the Board and Senior Management.

**LIABILITIES:**

As an Independent Director of the Company you shall have the same responsibility like any other Director on the Board. However, you shall be held liable in respect of such acts of omission or commission of the Company which had occurred with your knowledge, attributable through Board processes and with your consent or connivance or where you had not acted diligently.

**FEES / COMMISSION / REIMBURSEMENT OF EXPENSES:**

- (i) Subject to the provisions of the Act and Articles of Association of the Company, you will be paid a Sitting Fee of Rs.20,000/- (Rupees Twenty thousand only) for attending every meeting of the Board as a Director and Rs.20,000 for every Meeting of the Committee as a Member. The Sitting Fee payable may be revised by the Board from time to time as it may deem appropriate within the ceiling as may be prescribed under the Companies Act, 2013, .
- (ii) You shall be paid travelling and other out-of-pocket expenses incurred in attending and returning from meetings of the Board of Directors or of any Committee thereof or in connection with the business of the Company. You are required to submit details of expenses together with appropriate receipts so incurred to the Company Secretary.
- (iii) Currently the Company does not have a policy on payment of commission to Directors who are not whole time directors. However in future, subject to the provisions of the Companies Act, 2013, approval of the shareholders as required under the Act and further based on the criteria that may be formulated, you may be paid annual commission.
- (iv) You shall not be entitled to any Stock Options that may be issued by the Company in future.
- (v) During your tenure of appointment as an Independent Director, the Company may seek your professional advice / service, if required, on certain issues whenever appropriate, at the Company's expense.

**INSURANCE:**

The Company will use its best endeavours to maintain appropriate Directors' and Officers' (D&O) liability insurance during your tenure as an Independent Director of the Company.

**OTHER COMPLIANCES:**

- (i) During your tenure as an Independent Director you will comply with all applicable and related provisions of the Act, SEBI LODR (including any statutory or other modification or re-enactment thereof) and any other applicable law or regulation in force.
- (ii) You are requested to maintain the limits of Directorship / Committee Membership and Chairmanship as required under Section 165 of the Act read with the applicable rules made thereunder and as per SEBI LODR. Further, you shall inform the Company about appointment / cessation of Directorship / Committee Membership in the requisite format, as prescribed under the Act read with Rules.
- (iii) 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 are required to give a declaration to that effect confirming that you meet the criteria of independence (as required under Sections 149(6) of the Act and Regulations 16(1)(b) and 16(8) of the SEBI LODR.
- (iv) You are requested to furnish disclosure of interest to the Company as required under Sections 184 and 164(2) of the Act as well as to avoid any conflicts.

- (v) You shall be required to attend the Annual Meeting of Independent Directors and discuss the agenda as provided in Schedule IV to the Act.
- (vi) During your tenure with the Company in case you get disqualified as provided in Section 164(1) of the Act, you are requested to intimate the Company.
- (vii) You are also requested to ensure that the conditions as prescribed under Section 167 of the Act are not attracted resulting in vacation of your office.

**INDUCTION:**

The Company has devised an induction programme for any new Directors joining the Board. The Company will also arrange periodical training/familiarization sessions including briefings from Management and site visits. Please avail yourself of these opportunities in full as is appropriate to your role and personal circumstances.

**INDEPENDENT PROFESSIONAL ADVICE:**

There may be occasions when you consider that you need professional advice in furtherance of your duties as a Director and it will be appropriate for you to consult independent advisers at the Company's expense. The Company will reimburse the full cost of expenditure incurred in accordance with the Company's policy.

**CONFIDENTIALITY:**

- (i) You acknowledge that all information acquired during your appointment is confidential to the Company and should not be released, communicated nor disclosed either during your appointment or following termination (by whatever means), to third parties without prior clearance from the Board of Directors of the Company.
- (ii) Your attention is drawn to the requirements under the law, applicable regulations and the Company policy towards disclosure of price sensitive information. You shall abide by the Code of Insider Trading devised by the Company and strictly avoid making any statements that might risk a breach of these requirements without the prior clearance from Company Secretary.
- (iii) Upon termination of your appointment with the Company (for whatever cause), you shall deliver to the Company all documents, records, papers or other Company property which may be in your possession or under your control and which relate in any way to the business affairs of the Company and you shall not retain any copies thereof.

**EVALUATION:**

You will be evaluated annually in terms of the Policy on Board Evaluation as may be in force from time to time. The policy is for the purpose for evaluation of the Board, the Committees of the Board and individual Director, including the Chairman of the Board. Your appointment and re-appointment on the Board shall be subject to the outcome of the yearly evaluation process.

**TERMINATION:**

- (i) You may resign from your position at any time in the manner provided under Section 168 of the Companies Act, 2013.
- (ii) Your appointment may be terminated in the manner provided under Section 169 of the Companies Act, 2013.
- (iii) Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company in force from time to time.
- (iv) Your appointment will stand terminated in case you attract disqualification as provided under Section 164 of the Companies Act, 2013.
- (v) You will not be entitled to compensation on account of termination of your office.

**PUBLICATION OF LETTER OF APPOINTMENT:**

In terms of Schedule IV to the Act, the terms and conditions of appointment of Independent Directors are displayed on the Company's website [www.ttkhealthcare.com](http://www.ttkhealthcare.com) and your Letter of Appointment shall be open for inspection at the Registered Office of the Company by any member during normal business hours.

**GOVERNING LAW:**

This Letter and any non-contractual obligations arising out or in connection with Letter are governed by and shall be construed in accordance with the laws of India and your engagement shall be subject to the jurisdiction of the Indian Courts.

Please confirm your agreement to the above terms and conditions by signing and returning to me the enclosed duplicate of this Letter.

Thanking you,

Yours faithfully,

**For and on behalf of TTK Healthcare Limited**

**T T Jagannathan**  
**Chairman**