VLCC
BEAUTIFUL YOU, DELIVERED BY SCIENCE

VLCC Limited
(formerly known as VLCC Health Care Limited)
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+91 124 4719700
www.vlcc.in

[redacted]

Mr. [redacted] (DIN: [redacted])

[redacted]

Subject: Appointment as an independent director on the board of directors of VLCC Limited (*formerly known as Health Care Limited* ("**Company**")

Dear Suresh,

1. We refer to the resolution passed by the board of directors of the Company ("**Board**") on [redacted] recommending and approving your re-appointment as an independent director of the Company with effect from [redacted] ("**Appointment Date**") as 'second term' subject to the approval of shareholders in their forthcoming Extra-Ordinary General Meeting. Pursuant to the same, we are pleased to confirm your appointment as an independent director on the Board and have issued this letter to you to set out the terms of your appointment.

2. **Appointment:**

2.1. In accordance with the provisions of the Companies Act, 2013 and the rules issued thereunder, you will serve as an independent director of the Company for a period of 3 (three) years from the Appointment Date ("**Appointment Tenure**") and your directorship shall not be subject to retirement by rotation.

2.2. You shall not be an employee of the Company and this letter shall not constitute a contract of employment.

3. **Remuneration:**

3.1. In consideration of your services to the Company as an independent director, during the Appointment Tenure, you shall be entitled to be paid a sum of INR [redacted] (Rupees [redacted]) per annum or any other amount as may be decided by the Board, subject to the limits on managerial remuneration prescribed under Section 197, Schedule V, and other applicable provisions of the Companies Act 2013.

3.2. The Company shall, during the Appointment Tenure, reimburse you for any direct and reasonable travel, hotel and other incidental expenses incurred by you in performance of your duties and responsibilities as an independent director of the Company in accordance with the policy set by the Company.

[redacted]

4. **Committees:**

You are member of (a) Nomination & Remuneration Committee (b) Audit Committee; and (c) IPO Committee, constituted by the Board and the Board may, if it deems fit, invite you for being appointed on one or more any such committee set up by the Board in the future. Upon such appointment, you will be provided copy of the terms of reference which sets out the functions of the respective committee of the Board.

5. **Confidentiality**: All information acquired by you or disclosed to you pertaining to, the Company's business and/or the business of its affiliates, during the Appointment Tenure, shall be treated as confidential information and shall not be disclosed to third parties without prior written consent of the Board.

6. **Code of Conduct**: During the Appointment Tenure, you shall comply with the *"Code for Independent Directors"* as contained in Schedule IV of the Companies Act, 2013. Such code of conduct stands incorporated herein by reference and shall form an integral part of your terms of appointment. Pursuant to the same, the Company will make public the terms and conditions of your appointment and will also arrange for it to be displayed on the Company's website.

7. **Termination**: You may resign from your position of an independent director of the Company at any time by giving a written notice (reasonably in advance of your resignation) to the Board.

   Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force. The Company is at liberty to disengage Non- Executive Independent Director earlier subject to compliance of relevant provisions of Companies Act, 2013."

8. We request you to acknowledge and provide your consent to the contents of this letter by countersigning this letter.

Regards,

For VLCC Limited (*formerly known as VLCC Health Care Limited*)

[redacted]

Managing Director & Group Chief Executive Officer

Agreed and acknowledged;

[redacted]

DIN: [redacted]