

**PRIVATE AND CONFIDENTIAL**

(Date)

Dear Mr./Ms.

**Appointment as Independent Director of RA Chem Pharma Limited**

This letter is to record the terms of your appointment as an Independent Director on the Board (of Directors) (**Board**) of RA Chem Pharma Limited (**Company**) with effect from \_\_\_\_\_ (**Effective Date**).

Please note that this is a letter of appointment to the office of directorship and is not a contract of employment.

**Appointment**

1. Your appointment as the Independent Director of the Company shall commence on the Effective Date and shall continue for an initial term of five years from the Effective Date, unless terminated earlier in accordance with paragraph 2 below (**Term**). At any time after the Term, the parties shall enter into good faith discussions to decide upon an extension of your appointment as the Independent Director beyond the Term on terms and conditions that are mutually agreeable between the parties and subject to the provisions of the Companies Act, 2013. Unless the Term is renewed prior to the completion of five years from the Effective Date, your appointment shall come to an end on \_\_\_\_\_.
2. Notwithstanding the other provisions of this letter, the appointment may be terminated with or without cause at any time by the Company with immediate effect, in accordance with the Company's Articles of Association or the Companies Act, 2013, or upon your resignation, or if the Board of Directors (excluding you) is of the opinion that your continued appointment is not in the best interests of the Company. Upon such termination or resignation by you for any reason, you shall not be entitled to any damages for loss of office and no fee will be payable to you in respect of any unexpired portion of the Term or any damages whatsoever. Upon such termination or resignation (as the case may be), you undertake to sign all appropriate paperwork that the Company requires, including making appropriate filings with the Registrar of Companies, where applicable.
3. During the Term, you may be asked to serve on one or more of the Board committees including the Audit, Nomination and Remuneration, Corporate Social Responsibility Committee and such other committees that the Board may constitute from time to time, and you will be provided with copies of the terms of reference for each of those committees.

4. You are considered to be a non-executive Independent Director and will be identified as such in the annual report and other documentation of the Company including its holding or subsidiary company, if any, as may be required. If circumstances change, and you believe that your independence may be in doubt, you should discuss this with the Chairman of the Company as soon as practicable.

### **Time commitment**

5. The Company anticipates a time commitment of not less than 6 working days for Board meetings a year and about 1-2 working days a month, as may be required, for deeper engagement with the Management team. That said, you are aware that the nature of the role makes it impossible to be specific about the time commitment and as such you may be required to attend such other meetings as may be required in the interest of the Company's business. This will include attendance at emergency Board meetings, the annual strategy meeting and the AGM, held normally at a venue in India. You may also be required to attend regular meetings of any Board committee of which you are a member. 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 as the Independent Director of the Company.

### **Role**

7. As a non-executive Independent Director, you have the general legal responsibilities to the Company as any other director including all fiduciary duties, responsibilities, statutory obligations and liabilities of directors along with Code for Independent Director as prescribed under law including the Companies Act, 2013 and such other law that may be applicable from time to time.
8. The Board as a whole, is collectively responsible for promoting the success of the Company by directing and supervising the Company's affairs.
9. The Board:
  - a. Provides entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;
  - b. Sets the Company's strategic aims, ensures that the necessary financial and human resources are in place for the Company to meet its objectives, and reviews management performance; and
  - c. Sets the Company's values and standards and ensures that its obligations to its shareholders and others are understood and met.

As a senior member of the Board, you may be called upon from time to time to discharge other duties (based on mutual agreement) by the Board as it may deem fit in the interest of the Company's business.

## **Compensation and Insurance**

10. You will be paid commission as may be decided by the Board from time to time and subject to approval of the shareholders (if required).
11. Subject to provision of the Companies Act 2013 and other laws as may be applicable, you will be paid a sitting fee of INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_) per Board meeting / Committee meeting (as the case may be) or such other amount as may be determined by the Board from time to time. In addition to the sitting fees, you may also be paid a Commission, as determined by the Board after considering the performance of the Company and your performance and contribution, as evaluated by the Board. It is clarified that your overall remuneration (inclusive of both the sitting fees and the Commission) is not expected to exceed INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_).
12. The compensation described in paragraph 11 above is subject to statutory tax deductions and any other deductions required by any applicable laws. You shall be responsible for your personal taxation.
13. If your Term comes to an end, you resign or are terminated prior to the expiry of your Term or otherwise; you shall be paid amounts due to you on a pro rata basis (if any).
14. The Company has made provision for Directors and Officers (D&O) insurance policy which seeks to indemnify you from losses arising from any legal action brought against you for alleged wrongful acts in your capacity as a director.

## **Expenses**

15. In addition to the compensation described in paragraph 10 above, the Company will reimburse your official travel expenses, hotel expenses, and all other reasonable out of pocket expenses for participating in Board and other meetings in accordance with the Company's policies that may be applicable from time to time.

## **Other directorships and business interests**

16. The Company acknowledges that you may have business interests other than those of the Company and that you have declared any such conflicts. You shall not involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company. In the event that you become aware of any potential conflicts of interest, these should be disclosed to the Company's Chairman and Company Secretary as soon as they become apparent.
17. During the Term, you must consult with the Chairman prior to accepting any other (or further) directorships of publicly traded companies or any major external appointments.
18. You shall ensure that the Company's governance and compliance standards are in accordance with the applicable law, regulations and Company policies that may be applicable from time to time.

19. Subject to any confidentiality and/ or disclosure requirements under any applicable law, during the Term, you must consult with the Company's Chairman prior to accepting any other directorships of publicly traded companies or any new major external appointments to ensure that there is no material potential conflict with your role as an Independent Director at the Company.

### **Code of conduct**

20. During the period of your appointment, you will adhere to the Code for Independent Directors as provided in Schedule IV of the Companies Act, 2013 and such other codes of conduct as may be applicable to you under law.

### **Confidentiality**

21. You must apply the highest standards of confidentiality and not disclose to any person, company or any entity (whether during the Term or at any time thereafter) any confidential information concerning the Company and any Group Companies (includes wholly owned subsidiary and parent companies) with which you come into contact by virtue of your position as an Independent Director of the Company.

22. Your attention is also drawn to the requirements under Indian laws and regulations as to the disclosure of price-sensitive information and on insider trading. Consequently, you should avoid making any statements that might risk a breach of these requirements without prior written clearance from the Company's Chairman or Company Secretary.

23. On termination of the appointment, you will deliver to the Company all books, documents, papers and other property of or relating to the business of the Company or any Group Company which are in your possession, custody or power by virtue of your position as an Independent Director of the Company. The Company is able to arrange the disposal of papers that you no longer require.

24. If there is a breach or threatened breach of the provisions of confidentiality, the Company and/or its group companies shall be entitled to seek injunctive relief.

### **Review process**

25. The performance of individual Directors and the whole Board and its committees is evaluated annually. If, in the interim, there are any matters which cause you concern about your role, you should discuss them with the Chairman as soon as is appropriate.

### **Personal Information**

26. You agree and understand that the Company (and/or any of the group companies) may, from time to time, during the Term, require information from you (the **Information**) including information that may be classified as "sensitive personal data or information" under the Information Technology Act, 2000. You hereby authorize the Company (and/or any of the group companies) to collect, store, transmit using computer resources and use any and all Information (unless

restricted by applicable law) provided by you to the Company (and/or any of the group companies). You further authorize the Company (and the relevant group companies) to disclose the Information to other group companies or other persons for legitimate business reasons or for any other reason that the Company (and/or the relevant group company) may deem necessary irrespective of whether such group companies or third parties are located in India or any other country.

This letter of appointment will be made public by the Company in accordance with applicable laws including by placing a copy of this letter on the website of the Company. As mandated under applicable law, this letter will also be available for inspection by the shareholders of the Company. Any dispute arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of courts in Hyderabad, India. This agreement shall be governed by the laws of India without reference to its conflict of laws principles.

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

Yours sincerely

For and on behalf of **RA Chem Pharma Limited**

Name:

Designation:

I have read and agree to the above terms regarding my appointment as an Independent Director on the board of **RA Chem Pharma Limited**

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Signature

Name of Independent Director

Enclosed:

1. Code of Conduct of RA Chem Pharma Limited for Directors and Employees of the Company.
2. Copy of Policy on Vigil Mechanism of the Company.
3. Copy of Policy on Related Party Transactions.