

[Date]

[Independent Director]

[Address]

Dear

APPOINTMENT AS A NON-EXECUTIVE INDEPENDENT DIRECTOR

1. We are pleased to confirm your appointment as a Non-Executive Independent Director of Global Health Limited, a Company incorporated in India (the "**Company**"), on the terms and conditions as set out herein.
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 (Y/N)
1.	Audit Committee	
2.	Nomination & Remuneration Committee	
3.	Corporate Social Responsibility Committee	
4.	Shareholders' / Investors' Grievance Committee	
5.	Risk Management Committee	

The Board reserves the right to alter the composition of such Committee(s) by the addition, removal or alteration of the position(s). 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 ____ your appointment as a Director of the Company takes effect for a period of 5 (five) years from _____. Your appointment/re-appointment will be subject at all times to the Companies Act, 2013 (the "**Companies Act**"), Code of Corporate Governance under Listing Agreement with Stock Exchanges ("**Applicable Laws**") 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.

Fees and Reimbursement of Expenses

5. As a non-executive member of the Board of Directors of the Company (“**Board**”), you will be entitled to receive remuneration or fee for your role as Director of the Company and as a member of any Committee(s), as recommended by the Nomination & Remuneration Committee and approved by the Board and Shareholders of the Company, payable at such times as determined thereat. Where you hold office as a Director of the Company for only part of the period in respect of which remuneration / 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 shall be entitled to a sitting fee of Rs. 1,00,000 for attending any meeting of Board of Directors or any Committee of the Board of which you are a member. Sitting fee shall be paid to you for participating in the meeting(s) in any form, however your presence will be counted for the purpose of quorum only when you are attending the meeting in mode as permissible under Companies Act.
7. 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 Committee(s) 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 & Function

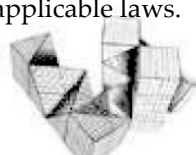
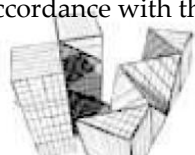
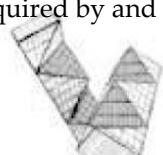
8. As a Director of the Company, you shall adhere to the highest standards of professional conduct in the deliberations of the Board / Committee(s). A document on the expected professional Code of Conduct; Role and Functions of the Independent Directors, is available for your reference.

Insurance

9. The Company has in place, a Directors and Officers Insurance Policy. 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.

Potential Conflicts of Interest, Related Party Transactions and Disclosure of Interests

10. You owe a fiduciary duty to the Company and are obliged to adhere to the “Code of Conduct; Role and Functions of Independent Directors”, available for your reference.
11. Where you may be a party to, or otherwise be interested in, any transaction or arrangement with the Company, its subsidiaries or associated companies (the “**Group**”) or in which any member of the Group is otherwise interested, you should disclose the nature of your interest as required by and in accordance with the applicable laws.



12. As a Director of the Company, you need to be aware of and comply with the disclosure requirements and best practices regarding dealing in securities of the Company / its subsidiary(ies) and/or its associates under the applicable provisions of the Companies Act, Securities and Exchange Board of India Regulations, and the Policies of the Company.

Independent Advice and Access to Company Secretary and Key Management Staff

13. 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 Chairman of the Board or the Board in advance.
14. You can communicate with other members of the Board at your discretion in respect of affairs of the Company and can participate in any committee meeting of which you are not a member subject to approval of Chairman of the Committee.
15. 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 Company (including without limitation the Chief Executive Officer and Chief Financial Officer).

Confidentiality

16. 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 15 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.

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:



Global Health

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- (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 purposes of the Company. Any such information may also be provided to any Court or Stock Exchanges or other Statutory, Regulatory or Governmental Authority(ies) in case the Company is under obligation to disclose the same.

Non- Competition

Acceptance

17. 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

18. We welcome you to the Board. Please contact Mr. Rahul Ranjan, Company Secretary, at rahul.ranjan@medanta.org, if you have any queries in relation to the matters raised in this letter.
19. 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: Dr. Naresh Trehan

Designation: Chariman & Managing Director

Global Health 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 a Non-Executive Independent Director of the Company.

Signature: _____

Name:

Date:

