

JUVENOR HEALTHCARE LIMITED

TERMS AND CONDITIONS FOR APPOINTMENT OF INDEPENDENT DIRECTOR

1. APPOINTMENT

In accordance with the provisions of the Companies Act, 2013 and other applicable laws, an Independent Director shall serve the office for a term up to consecutive 5 (five) years commencing from the date of his/her appointment, subject to the approval of shareholders at the General Meeting of the Company and shall not be liable to retire by rotation.

Further, the Independent Director shall be appointed subject to the fulfillment of criteria of being an independent director and shall not be disqualified of being a Director. Also, the re-appointment of Independent Director shall be on the basis of performance evaluation by the Board of Directors. Unless the appointment is renewed via special resolution the term of independent director shall come to an end on expiry of 5 years or the term decided while his appointment.

Further, no Independent Director shall hold office for more than two consecutive terms, but such independent director shall be eligible for appointment after the expiration of three years of ceasing to become an Independent Director.

2. ROLE, DUTIES AND RESPONSIBILITIES

A. As a member of the Board Independent Director along with the other Directors will be collectively responsible for meeting the objectives of the Board which include:

- Requirements under the Companies Act, 2013,
- Responsibilities of the Board as outlined in the Listing Regulations,
- Accountability under the Directors' Responsibility Statement.

B. Independent Director shall abide by the Code For Independent Act and the duties of directors as provided in Listing Regulations.

3. DUTIES OF INDEPENDENT DIRECTOR

The Duties of an Independent Director are enlisted below:

- a) To promptly inform the Company about changes, if any, in disclosure of interest and declarations furnished by an independent Director to the Company;
- b) To seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the company.
- c) To strive to attend the Board and General Meetings of the Company.
- d) To participate constructively and actively in the committees of the Board in which he/she is a chairperson or member.
- e) To bring an Independent judgment to bear in the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
- f) To pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure that the same are in the interest of the company.
- g) To ascertain and ensure that the company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use.
- h) To report concerns about unethical behavior, actual or suspected fraud or violation of the company's code of conduct or ethics policy;
- i) To act within his authority, assist in protecting the legitimate interests of the company, shareholders and its employees.
- j) To follow the duties as specified in the applicable laws, the Company's policies and the Articles of Association and the Companies Act, 2013;

4. REMUNERATION AND REIMBURSEMENT OF EXPENSES

The Independent Directors shall be paid such remuneration by way of sitting fees for attending meetings of the Board and its Committees as may be decided by the Board from time to time in compliance with applicable law.

In addition to payment of sitting fee, they shall be eligible for boarding, lodging and travelling expenses for attending the Board and Committee meetings at the same rates as are applicable to whole-time Directors of the Company as per the existing provisions applicable to them.

5. CONFIDENTIALITY

All information acquired during the appointment is confidential to Juvenor Healthcare Limited and should not be released, either during the appointment or following termination (by whatever means) to third parties without prior clearance from the Board of directors of the company unless required by law or by the rules of any stock exchange or regulatory body.

6. LIABILITY

Subject to applicable law, for any breach of their duties they shall be liable to consequences prescribed under applicable law and in relation to the Company, they would be liable for such acts of omission or commission by the Company which had occurred with their knowledge, attributable through Board processes, and with their consent or connivance, or where they have not acted diligently.

However, the company maintain a Directors and Officers liability Insurance policy (D&O policy) to pay for the personal liability of directors and officers for claim made against them while serving on the Board and / or as an officer of the company and it intended that the Company shall assume and maintain such cover for the full term of their appointment.

7. INDEPENDENCE

The Board of Directors of the Company inter alia will give due consideration to the Director's declaration of being qualified as 'independent' in accordance with the provisions of Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements).

He is expected to continue to be qualified as 'independent' during the tenure and provide periodic declaration to the effect as required by regulations. He will be identified as 'Independent Director in the annual report and other documents and publications of the Company.

If circumstances change and the Independent Director believes that his independence may be in doubt, he should discuss this with the Chairman of the Company as soon as possible.

8. CESSATION

The appointment of the Independent Director may be terminated with or without cause at any time by the Company with immediate effect, in accordance with the Companies Act, 2013 and Rule and Regulations made thereunder and the Company's Articles of Association, as applicable if the Board of Directors (excluding the concerned Independent

Director) is of opinion that the continued appointment is not in the interest of the Company.

The Independent Director may resign from his position at any time by serving a reasonable written notice to the Board of Directors stating out the reason of resignation.

9. GENERAL

- Independent Directors shall give an annual declaration as required under the provision of section 149(7) of the Companies Act, 2013 and the rules made thereunder.

- An Independent Director shall not serve as an Independent director in more than seven listed companies as may be stipulated by the Listing Agreement or any other law of the land, for the time being in force.

- Further, an Independent Director who is serving as a whole time director in any listed company shall not serve as an Independent director in more than three listed companies or such number of listed companies as may be stipulated by the Listing Agreement or any other law of the land, for the time being in force
