

APPOINTMENT LETTER

Terms & Conditions of appointment of Independent Directors

1. Your appointment has been made based on your consent to act as Independent Director on the Board of our Company confirming compliance with the provisions of the Companies Act, 2013 read with Schedule IV of the said Act relating to appointment of Independent Director,
2. You will be expected to perform your duties and exercise your powers as an independent director in good faith, diligently and in the best interests of the Company having regard in particular to the Companies Act, 2013 and the SEBI rules and other applicable laws in general.
3. During the continuance of your appointment you shall:
 - a. To the best of your ability, attend all meetings of the Board and of committees of the Board of which you are a member, and annual general meetings of the Company;
 - b. Promptly declare, the nature of interest, whether direct or indirect in other companies, firms and associations etc., where you are a director or partner or member and also promptly notify the Board in writing of all changes therein.
 - c. Comply where relevant with any applicable law, rules, regulations and stock exchange listing agreements, and policies and codes of the Company, applicable to directors and senior management personnel.
 - d. Follow any rule of law or regulation of any competent authority or of the Company, from time to time in force in relation to dealing in shares and other securities, if any, of the Company and unpublished price sensitive information affecting the shares or other securities of the Company;
 - e. Comply with all reasonable requests, instructions and regulations made or given by the Board or committee thereof and give to the Board such explanations, information and assistance as the Board may reasonably require; and
 - f. In the event that you have concerns of serious nature which cannot be resolved you may raise these concerns at a meeting of the Board.

4. Provision of Information

4.1 The Company will also arrange meetings with senior management and site visits as and when you desire.

4.2 In the event that you require further information or advice in relation to the Company, including in relation to compliance with applicable rules and regulations, during the course of your appointment, you should contact the Company Secretary.

4.3 During the course of your appointment, you will be expected, if necessary, to update your skills and knowledge for the purposes of fulfilling your role as an independent director of the Company and as a chairman or member of any committee of the Board to which you may be appointed. You should contact the Company Secretary if you have any queries in relation to professional development programmes.

5. Confidential Information

You agree that both during and after your tenure as a director of the Company, you will not use for your own or another's benefit or disclose or permit the disclosure of any confidential information about the Company, its suppliers, customers or other constituents other than as appropriate in connection with the proper performance of your duties as a director or otherwise in accordance with prior authorization provided by the Company.

6. Fee

You will be paid sitting fee as determined by the Board in accordance with provisions of Companies Act, 2013 and the Rules made thereunder from time to time for attending Committee(s)/ Board meeting(s) plus out of pocket expenses as may be incurred by you for attending these meetings.

Term of Appointment

You were appointed at the AGM by the members for one term of 5 years from November 30, 2019.

Thanking you,
Yours faithfully,
Suven Pharmaceuticals Limited