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Terms and conditions of appointment of Independent Directors

To,
[Name and Address of Independent director]

Dear Sir/Madam,

Re: Letter of appointment as the Non-Executive Independent Director of the Integris Medtech Limited (the "Company")

We are pleased to inform you that the shareholders of Integris Medtech Limited (Formerly Known as Integris Medtech Private Limited & Integris Health Private Limited) in their General Meeting held on [•], have approved your appointment as an independent director of the company for a term of [•] years commencing from with effect from [•].

This letter sets out the terms & conditions for your appointment as Independent Director in terms of the requirements under as section 149 read with Schedule IV and other applicable provisions of the Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulations").

A. Preliminary

The appointment is subject to the following:

1. You are required to submit a declaration in the beginning of every financial year under section 149 (7) of the Companies Act, 2013 ("the Act") during the tenure confirming whether You meet the criteria of independence as required pursuant to Section 149(6) of the Act and your registration on the Independent Directors' databank, maintained by the Indian Institute of Corporate Affairs.

2. You are required to promptly inform the Board of any change in the status of Your independence.

3. So long as you are independent director of the company, the number of companies in which you hold office as a director, or a chairman or committee member will not exceed the upper limit stipulated under the Act, SEBI Listing Regulations and the listing agreement, from time to time and in case of any change, you are requested to inform the Company.

4. So long as you are independent director of the company, you will ensure that you do not get disqualified to act as a director pursuant to the provisions of section 164 of the Act.

5. You will ensure compliance with other provisions of the Act as applicable to them as an independent director.

B. Term

The appointment as an independent director is for a term of [•] consecutive years commencing from [•], to [•], during which period you will not be subject to retirement by rotation. Your tenure will also be subject to your continuing to meet the criteria of independence throughout.

C. Committees

You may be nominated to be a member/chairperson of any one or more committees of the Board and in such event, you will be provided with the relevant committee's term of reference and any specific

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responsibilities, and you may also be requested to join the Board of one or more of Company's subsidiaries.

D. Code of Conduct and Duties and Responsibilities

1. You will abide by the Code of Business Conduct and Ethics to the extent applicable to an independent director of the company.

2. You will abide by the Guidelines of professional conduct, Role, Function and Duties as an independent director as provided in Schedule IV of the Companies Act, 2013.

3. You will not hold office as a director or any other office in a competing company/ firm/ entity.

4. You are expected to stay updated on how best to discharge your roles, responsibilities, and duties and liabilities, as an independent director of the company under applicable law, including keeping abreast of current changes and trends in economic, political, social, financial, legal and corporate governance practices.

5. You are expected to:

(i) take decisions objectively and solely in the interests of the company;
(ii) facilitate Company's adherence to high standards of ethics and corporate behaviour;
(iii) guide the Board in monitoring the effectiveness of the company's governance practices and to recommend changes, required if any;
(iv) guide the Board in monitoring and managing potential conflicts of interest of management, Board members and stakeholders, including misuse of corporate assets and abuse in related party transactions;
(v) guide the Board in ensuring the integrity of the company's accounting and financial reporting systems, including the independent audit, and that appropriate systems of control are in place, in particular, systems for risk management, financial and operational control, and compliance with the law and relevant standards.

E. Performance Evaluation

On the conclusion of the first term of appointment of [•] consecutive years, you may be eligible for re-appointment or extension of term subject to the approval of the Board and approval of shareholders and your remuneration will be recommended by the Nomination and Remuneration Committee to the Board, pursuant to a performance evaluation carried out by the Board.

F. Remuneration

1. You will be entitled to receive remuneration by way of sitting fees for attending meetings of the Board and its committees, per meeting of the Board, any of its committees, or any other meeting involving Directors as may be decided by the Board from time to time.

2. Inclusive of sitting fees, you will be eligible for remuneration and/or commission of up to Rs. [•]. This amount will be determined by the Board, taking into consideration the time, effort, and commitment extended by you towards the Company's affairs, including your participation in Board and Committee meetings.

3. You will be entitled to reimbursement of expenses incurred by you in connection with attending the Board/committee meetings, general meetings and in relation to the business of the company towards hotel accommodation, travelling and other out-of-pocket expenses.

4. Pursuant to applicable law, you will not be entitled to any stock options.

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G. Insurance

The directors would be covered /indemnified as per the policy of the company.

H. Prohibition on Insider Trading

You will follow the company's "Code for Prevention of Insider Trading" on insider information and the requirement under the Companies Act, 2013 and SEBI Regulations, which inter-alia requires that price-sensitive information is not used or transmitted and maintained securely. You should not make any statements that might risk a breach of these requirements without prior clearance.

I. Training And Development:

The Company holds Board meetings at its Corporate office/registered office/through Video Conferencing and also if necessary, in locations, where it operates. Factory/office visits are organized at various locations for the Directors, whenever required. Presentations are made regularly to the Board and the committees where Directors get an opportunity to interact with senior managers. Presentations, inter alia, cover business strategies, management structure, HR policy, management development and succession planning, quarterly and annual results, budgets, treasury policy, review of inter audit, risk management framework, operations of subsidiaries and associates, etc.

The Company will facilitate your attending seminars/programs/conferences designed to train directors to enhance their role as an Independent Director.

J. Miscellaneous

1. All the terms as mentioned above, including your appointment, remuneration, professional conduct, roll and functions, duties and evaluation shall be governed by the Companies Act, 2013 and rules made thereunder and corporate governance requirement under the Listing Regulations as amended from time to time.

2. This letter and any non-contractual obligations arising out of or in connection with this letter are governed by, and shall be construed in accordance with the laws of India and subject to the exclusive jurisdiction of the Courts of India.

3. You will have access to confidential information, whether or not the information is marked or designated as "confidential" or "proprietary", relating to the company and its business including legal, financial, technical, commercial, marketing and business related records, data, documents, reports, etc., client information, intellectual property rights (including trade secrets), ("Confidential Information").

You shall use reasonable efforts to keep confidential and to not disclose to any third party, such Confidential Information. If any confidential information is required to be disclosed by you in response to any summons or in connection with any litigation, or in order to comply with any applicable law, order, regulation or ruling, then any such disclosure should be, to the extent possible, with the prior consent of the Board.

Please confirm your acceptance by signing, dating, and returning a copy of this letter to the company.

Yours sincerely,

Name:- [•]
Designation:- [•]

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AGREED AND ACCEPTED

I have read and understood the terms of my appointment as an independent director of Integris Medtech Limited (Formerly Known as Integris Medtech Private Limited & Integris Health Private Limited), set out in this letter and I hereby affirm acceptance to the same.

Signed …….

Name: [•]

DIN [•]

Place: [•]

Date: [•]