

## **Terms of Appointment of Independent Directors of KMC Speciality Hospitals (India) Limited**

The terms of appointment, shall in any event be subject to the provisions of the Companies Act, 2013 and Articles of Association of the Company. The broad terms and conditions covering the appointment of Independent Directors are set out as under:

### **1. Appointment**

- (i) The Appointment as Independent Director (ID) is for a period of five consecutive years, for a term up to DD MM YYYY.
- (ii) The appointment is subject to the Articles of Association of the Company, the applicable provisions of law for the time being in force and the terms contained herein.
- (iii) The ID will serve on one or more Committees of the Board as may be decided by the Board, from time to time from time to time.

### **2. Duties**

- (i) The ID will devote sufficient time and attention as necessary in order to perform his duties under the Appointment. This will include attendance at regular Board Meetings, Committee Meetings and General Meetings of the Company.
- (ii) The ID will observe the duties of directors as stipulated in the Companies Act, 2013 and the relevant Rules prescribed there under.
- (iii) The ID shall comply with the guidelines of the Code for Independent Directors as provided in Schedule IV of the Companies Act, 2013.
- (iv) The ID will observe the Code of Conduct for Directors of the Company, the Code for Prevention of Insider Trading in the Securities of the Company and other similar Codes as formulated by the Company from time to time.
- (v) The Board as a whole will promote the success of the Company by directing and supervising the affairs of the Company.
- (vi) The ID may have direct or indirect business interest in the matter being considered at a board meeting or committee meeting and ID will disclose any such interest and save as permitted under the Companies Act, 2013 and other applicable laws, ID will not vote on any resolution of the Board, or its committees, on any matter where the ID has any direct or indirect interest.
- (vii) In the event that the ID becomes aware of any potential or actual conflicts of interest, these should be disclosed to the Board as soon as they become apparent.

### **3. Fees and Expenses**

- (i) The ID would receive a fee ('Sitting Fee') for attending meetings of the Board or Committees thereof as the Board may approve from time to time and subject to such statutory limits for the time being in force.
- (ii) In addition to the Sitting Fee, the ID will be entitled for reimbursement of all expenses incurred for participating in the meetings of the Board, its Committees and other meetings.

### **4. Confidentiality**

- (i) All information acquired by the ID during his appointment is confidential to the Company and highest standards of confidentiality shall be maintained at all the times and should not be communicated or disclosed either during the tenure as ID or thereafter, to third parties without the prior clearance of the Board of the Company.
- (ii) The ID shall receive, hold and retain company information under secure conditions and to take appropriate steps to maintain strict confidentiality thereof and on termination of the appointment, the ID shall return to the Company all the documents relating to the business of the Company.

### **5. Price Sensitive Information and Dealing in the Company's Shares**

During the period of appointment, the ID is required to comply with obligations under the SEBI (Prohibition of Insider Trading) Regulations, 2015 and the 'Code for Prevention of Insider Trading in the Securities of the Company, as amended from time to time.

### **6. Insurance**

The Company has taken Directors' and Officers' liability insurance and it is intended to maintain such cover for the full term of the appointment.

### **7. Performance Review Process**

The performance of the individual Directors and the whole Board and its committees shall be evaluated. Upon the expiry of the present term, and subject to the ID's eligibility under the relevant statutory provisions for the time being in force, the Board may subject to the outcome of performance evaluation, recommend to the shareholders an extension or renewal of the ID's existing term for such period as it may deem fit and proper, in the interest of the Company.