

Privileged and confidential

30th September 2016

**Mr. Shiv Agrawal
567, 6th Main Road, 3rd Stage, 3rd
Block, Basaveshwara Nagar
Bangalore-560079**

Dear Mr Shiv Agarwal,

LETTER OF APPOINTMENT

On behalf of the Company, we are happy to confirm your appointment as an Independent Director on the Board of the Company. Your appointment as an Independent Director will be for a period of five years from September 30, 2016 subject to approval of the shareholders in the ensuing Annual General Meeting.

The detailed terms of your appointment as an Independent Director are set out in the Annexure to this letter.

We look forward to your continued valuable contributions in shaping the decisions and strategies of the Company.

Thanking you

For Dr. Agarwal's Health Care Limited

**Dr. Adil Agarwal
CEO and Whole-Time Director**

ANNEXURE

THE TERM OF APPOINTMENT:

You have been appointed as Non-Executive Independent Director (Additional) for a period of 5 years from 30th September 2016 subject to approval of the shareholders in the ensuing Annual General Meeting.

BOARD EXPECTATION:

An Independent Director is expected to provide his valuable contributions at the Board Meetings in shaping key decisions, strategies, performance and risk evaluations, affecting the Company.

MEMBERSHIP OF COMMITTEES:

An Independent Director may be appointed on the Committees of the Board, as may be formed, from time to time and shall be guided by the terms of reference of such Committees.

DUTIES AND LIABILITIES:

Duties of an Independent Director shall be in accordance with the provisions of the Companies Act, 2013 and the SEBI Listing Regulations, 2015.

DIRECTORS AND OFFICERS LIABILITY INSURANCE POLICY:

Independent Directors will be covered under the D&O Insurance Policy procured by the Company from time to time.

CODE OF CONDUCT:

The Board has put in place a Code of Business Ethics and also available on the website of the Company. An annual affirmation of compliance is required to be provided by the Independent Directors on the same.

In addition, every Independent Director needs to certify his independent status at the time of appointment and annually thereafter.

BUSINESS INTERESTS:

The Company acknowledges that an Independent Director may have business interest other than those of the Company and hence have a duty to disclose any interest in a proposed/existing transaction or arrangement with the Company. In the event of any potential conflict of interest, these should be disclosed to the Board as soon as they become apparent.

Attention is also drawn to the requirements under both legislation and regulation as to the disclosure of price-sensitive information. Consequently, an Independent Director should refrain from making any statements that might risk a breach of these requirements.

An Independent Director shall also abide by the Company's Insider Trading Code, which is applicable to all its Directors

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REMUNERATION:

As an Independent Director, you shall be paid sitting fees as may be decided by the Board, from time to time, for attending the Meetings of the Board and Committees, as may be applicable.

The Company will also pay/reimburse all travel and hospitality expenses related to the assignment as a Member of the Board.

There will be a withholding tax on all remuneration payments made, for which the Company will provide the requisite certificate to claim tax credit in order to file Income-tax returns.

The Board may prescribe any further duties and responsibilities, including as per the provisions of the applicable regulations

General

Please confirm your agreement to the above by signing and returning the enclosed duplicate of this letter.