

## Letter of Appointment

Date: \_\_\_\_\_

Mr. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Dear Mr. \_\_\_\_\_,

We are pleased to inform you that the shareholders of the Company at the Annual General Meeting held on \_\_\_\_\_ have passed the resolution for your appointment as an Independent Director of the Company pursuant to the Companies Act, 2013 and Listing Agreement.

As per the requirements of the Companies Act, 2013, the above is being formalized through this letter of appointment.

### **Appointment:**

Your appointment is for a consecutive period of \_\_\_\_\_ years from \_\_\_\_\_ upto \_\_\_\_\_. This tenure is subject to your meeting the criteria for being an Independent Director and not being disqualified to be a Director under the applicable laws i.e. Companies Act, 2013 and Listing Agreement as may be amended from time to time.

### **Role and Duties:**

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and Listing Agreement as may be amended from time to time.

You are required to make disclosure of your interest as per the requirements of Section 184 of Companies Act, 2013 and not participate in the meeting of the Board where any contract or any arrangement in which you are interested is discussed.

You may be nominated on one or more Committees of the Board and in such event you will be provided with the relevant Committee's terms of reference and any specific responsibilities. You are currently nominated on the following committee of the Board:

- \_\_\_\_\_
- \_\_\_\_\_

### **Evaluation Processes:**

As a member of the Board, your performance as well as the performance of entire Board and its Committee's shall be evaluated annually. Evaluation of each director shall be done by all the other directors.

**Code of Conduct:**

You will follow the Company's Code of Conduct and furnish the annual affirmation of the same.

You will apply the highest standard of confidentiality and not disclose to any person or company either during the course of the tenure as an Independent Director or following cessation, any confidential information concerning the Company and Group Companies with which you come into contact by virtue of your position as a director except as permitted by law or with prior clearance from the Chairman or Company Secretary.

**Prohibition on Insider Trading:**

You will follow Code of Internal Procedures and Conduct for Prevention of Insider Trading of Cipla Limited and the requirements under the Companies Act, 2013 and SEBI Regulations.

**Availability of Directors and Officers Liability Insurance:**

The Company will take an appropriate Directors and Officers Liability Insurance Policy and pay premiums for the same.

**Remuneration:**

You will be entitled to remuneration in accordance with the criteria, as approved by the Board of Directors on the recommendation by the Nomination and Remuneration Committee, within the overall limits approved by the shareholders and the applicable provisions. You will also be entitled to sitting fee for attending the meetings of the Board or Committees as may be decided by the Board of Directors. The remuneration and fee payable shall be subject to applicable tax deductions at source.

In addition to the above, you will be entitled to reimbursement of all expenses for participation in the Board and other meetings.

**Governing Law:**

This letter is governed by and will be interpreted in accordance with Indian Law and your engagement shall be subject to the jurisdiction of the Indian Courts.

Yours sincerely  
For and on behalf of Cipla Limited

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Chairman / Vice-Chairman / Managing Director