



Global Health Limited

CERTIFIED TRUE COPY OF THE BOARD RESOLUTION PASSED AT THE BOARD MEETING OF THE BOARD OF DIRECTORS OF THE GLOBAL HEALTH LIMITED HELD ON FRIDAY, 20TH AUGUST, 2021 AT 09:00 A.M.

Re-appointment of Dr. Naresh Trehan as Chairman & Managing Director

"Resolved that pursuant to the provisions of Sections 196, 197, 198, 188, 200 & 203 read with Schedule V and other applicable provisions, if any, of the Companies Act, 2013, the Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014 (including any statutory modifications or re-enactment(s) thereof for the time being in force) (the "Act"), Articles of Association of the Company and the recommendation of the Nomination and Remuneration Committee (NRC) and subject to such other approval(s), consent(s) and permission(s) as may be required, approval of the Board be and is hereby accorded for re-appointment of Dr. Naresh Trehan (DIN-00012148) as Chairman and Managing Director of the Company ("CMD") for a period of 5 years with effect from 1st August, 2021 at a consolidated remuneration up to 5% of Net Profits or Rs. 7.5 Crores per annum whichever is higher, with authority vested with Nomination & Remuneration Committee of the Board and in absence of the NRC, the Board of Directors to determine his remuneration on yearly basis, provided that remuneration (including remuneration drawn in any other capacity) for the financial year 2021-22 should not exceed Rs. 18.25 crores and for any other financial year(s) Rs. 35 crores.

Resolved further that in addition to the aforesaid remuneration he shall be entitled to perquisites in form of mobile/ telephone facility, reimbursement of traveling, boarding and lodging expenses, membership of club(s), seminar expenses, expenses incurred on business meeting(s) / business promotion and other amenities as may be incurred by him from time to time, in connection with the Company's business, as per applicable policies of the Company.

Resolved further that in case of inadequacy of profits, the aforesaid remuneration shall be paid as minimum remuneration provided however that his appointment as CMD in that case shall be placed before the shareholders for approval on or before expiry of 3 years, subject to applicable provisions of the Act or any other law for the time being in force."

Certified to be True
For Global Health Limited

Rahul Ranjan
Company Secretary
(M. No. : A 17035)



Certified True Copy





CERTIFIED TRUE COPY OF THE SPECIAL RESOLUTION PASSED AT THE EXTRA ORDINARY GENERAL MEETING OF THE MEMBERS OF THE GLOBAL HEALTH LIMITED HELD ON MONDAY, 06TH SEPTEMBER, 2021 AT 11:00 A.M.

Re-appointment of Dr. Naresh Trehan as the Chairman & Managing Director (CMD)

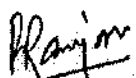
“Resolved that pursuant to the provisions of Sections 196, 197, 198, 188, 200 & 203 read with Schedule V and other applicable provisions, if any, of the Companies Act, 2013 (the “Act”), the Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014 (including any statutory modifications or re-enactment(s) thereof for the time being in force), Articles of Association of the Company and the recommendation of the Nomination and Remuneration Committee (NRC) and the Board of Directors, subject to such other necessary approval(s), consent(s) and permission(s) as may be required, approval of the members be and is hereby accorded for re- appointment of Dr. Naresh Trehan (DIN:00012148) as Chairman and Managing Director of the Company (“CMD”) for a period of 5 Years with effect from 1st August, 2021 at a consolidated remuneration upto 5% of Net Profits or Rs. 7.5 Crores per annum whichever is higher, with authority vested with Nomination & Remuneration Committee of the Board and in absence of NRC, the Board of Directors to determine his remuneration on yearly basis, provided that remuneration (including remuneration drawn in any other capacity) for the financial year 2021-22 should not exceed Rs. 18.25 crores and for any other financial year(s) Rs. 35 crores.

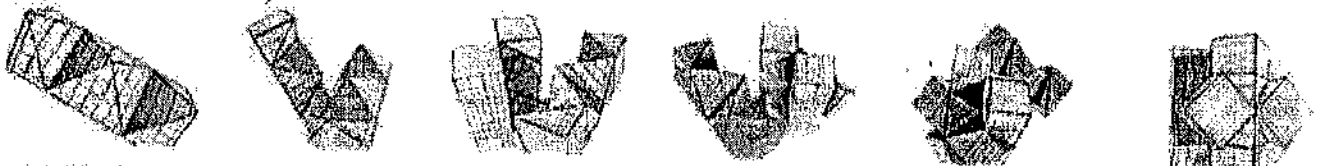
Resolved further that in addition to the aforesaid remuneration he shall be entitled to perquisites in form of mobile / telephone facility, leave encashment, reimbursement of traveling, boarding and lodging expenses, membership of club(s), seminar expenses, expenses incurred on business meeting(s) / business promotion and other amenities as may be incurred by him from time to time, in connection with the Company's business, as per applicable policies of the Company.

Resolved further that in case of inadequacy of profits, the aforesaid remuneration shall be paid as minimum remuneration provided however that his appointment as CMD in that case shall be placed before the shareholders for approval on or before expiry of 3 years, subject to applicable provisions of Companies Act 2013 or any other law for the time being in force.

Certified to be True

For Global Health Limited


Rahul Ranjan
Company Secretary
(M. No. : A 17035)





Global Health L i m i t e d

CERTIFIED TRUE COPY OF THE RESOLUTION OF NOMINATION AND REMUNERATION COMMITTEE OF GLOBAL HEALTH LIMITED PASSED BY CIRCULATION ON SEPTEMBER 19, 2021

Fixation of remuneration of Dr. Naresh Trehan as Chairman and Managing Director (CMD)

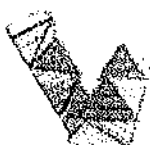
"RESOLVED THAT in accordance with the approval of shareholders of the Company vide their resolution dated September 6, 2021 pursuant to the provisions of Sections 196, 197, 198, 188, 200 & 203 read with Schedule V and other applicable provisions, if any, of the Companies Act, 2013, approval of the Committee be and is hereby accorded for payment of remuneration to Dr. Naresh Trehan as Chairman and Managing Director of the Company of Rs. 4.25 crores per year with effect from 01st August, 2021, along with other perquisites and benefits as mentioned in the draft appointment letter as circulated.

RESOLVED FURTHER THAT the draft job-description and appointment letter as circulated are hereby approved and Mr. Manoj Gupta, Sr. Vice President (HR) and Mr. Rahul Ranjan, Company Secretary of the Company are hereby authorised to sign and issue the same for and on behalf of the Committee and Company and do all such act, deeds and things as may be necessary to give effect to this Resolution".

Certified to be True

For Global Health Limited

**Rahul Ranjan
Company Secretary**





Global Health Limited

September 20, 2021

Dr. Naresh Trehan
B - 4, Maharani Bagh
New Delhi - 110065

EMP ID: 00000001

SUB: APPOINTMENT

Dear Dr. Trehan,

We have pleasure of intimating you that pursuant to the approval of shareholders, the Nomination and Remuneration Committee of the Board is hereby appointing you as Chairman and Managing Director ('CMD') of the Company within the meaning of Section 196 read with 203 of the Companies Act, 2013 ('Act') with effect from 01st August 2021 on the following terms and conditions.

As the CMD please note that you are notified as a Key Management Personnel (KMP) for the Company and as such your appointment and tenure is bound by stipulated statutory regulations as may be notified from time to time. Accordingly, the terms stated in the present letter are to be read in conjunction with the applicable regulations, the terms of which would be read into the present whether specifically stated or not.

As a KMP for the Company your compensation and entitlements will be determined and approved by the Board of Directors or any committee thereof within the overall limits as approved by the Shareholders. Such compensation will be governed by the rules of the Company, as applicable and/or amended hereafter, and subject to provisions of Companies Act 2013 and rules made thereunder.

1. TERM AND REMUNERATION

- A. Term: Subject to the provisions of the Act, you are hereby appointed as the CMD for a period of 5 (five) years commencing from the Effective Date ('Term').
- B. Retirement by Rotation: Your directorship on the Board shall not be liable to retirement by rotation during the Term.
- C. Remuneration:

- (a) Minimum Salary: During the Term, you shall receive a minimum annual salary of an amount equivalent to the higher of: (i) 5% of the net profits calculated in accordance with the Act; or (b) INR 7,50,00,000/- (Indian Rupees seven crore and fifty lakhs), which salary shall be all-inclusive of all statutory and other benefits and applicable taxes, except as expressly set out herein and payable in accordance with applicable law. The annual salary shall be paid to you at the end of each month on a pro-rata basis. However, for the financial year 2021-22 your consolidated annual remuneration as approved by the Nomination & Remuneration Committee of the Board shall be Rs. 4,25,00,000/- (Rupees Four Crores Twenty Five Lacs Only). For the avoidance of doubt, it is clarified that, the salary under this letter does not include the compensation that shall be paid to you for the professional medical services rendered by you as the 'Chairman - Heart Institute and Chief Cardiac Surgeon' pursuant to the appointment letter executed on the date hereof.



Global Health L i m i t e d

- (b) Increments: Subject to the limits prescribed under the Act and the overall limit approved by the shareholders of the Company, the NRC or the Board may, at its sole discretion, increase your salary from time to time.
- D. Perquisites: You shall also be entitled to the perquisites in accordance with the policies and practices of the Company, whether now existing or established hereafter, including the following:
- (a) Medical Facilities: You shall be entitled to free treatment in any of the facilities of the Company or re-imbursment of medical expenses actually incurred for either for yourself or your Relatives (as defined in the Act).
- (b) Club Membership: You shall be entitled to the re-imbursment of fees of any two clubs in India, but such re-imbursment shall not include admission or life membership fees.
- E. Benefits: You shall be eligible to participate in any welfare benefit plan sponsored or maintained from time to time by the Company, including, without limitation, each such group life, hospitalization, medical, dental, health, accident or disability insurance, vacation or similar plan or program, in each case, whether now existing or established hereafter, in accordance with the generally applicable provisions thereof.
- F. Business Expenses: The Company shall pay or reimburse you for all reasonable expenses incurred or paid by you during the Term in the performance of your duties hereunder, upon presentation of expense statements or vouchers and such other information as the Company may require and in accordance with the generally applicable policies and procedures of the Company.
- G. Sitting Fees: During the Term, you shall not be entitled to any sitting fees for attending the meetings of the Board or any committee of the Board.
- H. Taxation: The remuneration payable to you is inclusive of taxes and the Company shall withhold all applicable taxes, including income taxes, while making such payments to you. You shall be responsible for filing your tax returns.

2. REPORTING

Subject to provisions of Companies Act, 2013, you shall report to the Board of Directors.

3. PLACE OF POSTING:

Your present place of posting will be **Delhi/Gurgaon**.

4. ATTENDANCE:

You will attend work for such hours as may be reasonably necessary to perform your responsibilities under this letter.

5. LEAVE AND HOLIDAYS:

You will be entitled to leaves, holiday and other such benefits as per the policies of the Company.



Global Health Limited

6. CONFIDENTIALITY & NON-DISCLOSURE:

- (a) You agree that the terms and conditions applying to your employment are confidential. Any disclosure of these terms and conditions to any third parties shall constitute a breach of the terms of your employment and this letter.
- (b) Your employment with the Company has given and will give you access to Confidential Information. You acknowledge and agree that using, disclosing, or publishing any Confidential Information in an unauthorized or improper manner could cause the Company or its group companies to incur substantial loss and damages and irreparable harm that could not be readily calculated and for which damages would not be an adequate remedy. Accordingly, you agree with the Company that you will not at any time, except in performing your employment duties to the Company, or with the Board's prior written consent or to the extent required under applicable laws, directly or indirectly, use, disclose, or publish, or permit others not so authorized to use, disclose, or publish any Confidential Information that you may learn or become aware of, or may have learned or become aware of, because of your prior or continuing employment, ownership, or association with the Company or any of their predecessors, or use any such information in a manner detrimental to the interests of the Company. You confirm that all Confidential Information is and must remain the exclusive property of the Company or the relevant member of the Company's group.
- (c) "Confidential Information" includes, without limitation, information that the Company has not previously disclosed to the public or to the trade with respect to the Company's present or future business, including its business model, operations, services, products, research, inventions, discoveries, drawings, designs, plans, processes, models, technical information, facilities, methods, trade secrets, copyrights, software, source code, systems, patents, procedures, manuals, specifications, any other intellectual property, confidential reports, price lists, pricing formulas, customer lists, financial information (including the revenues, costs, or profits associated with any of the Company's products or services), business plans, lease structure, projections, prospects, opportunities or strategies, acquisitions or mergers, advertising or promotions, personnel matters, legal matters, any material related to any public offering or listing, any other confidential and proprietary information, and any other information not generally known outside the Company that may be of value to the Company. "Confidential Information" also includes confidential and proprietary information and trade secrets that third parties entrust to the Company in confidence.

7. COMPANY PROPERTY:

- (a) All Intellectual Property (as defined below) created, discovered or developed by you relating to the healthcare sector/ services/ products and/ or medical field, ('New IP') during the Term using Company's time and/or resources, clinical data shall be solely owned by the Company. You shall be the "Author" of such new invention and all filings/Publications in this regard will acknowledge you as an author of the invention. Upon creation or development of the New IP, you shall immediately notify the Company and disclose full details thereof to the Company. You shall irrevocably transfer and assign any and all rights in any such New IP to the Company. You further agree to cooperate and assist the Company to apply for and to execute applications, assignments, affidavits, or other documents, reasonably necessary to obtain any patent, copyright, trademark or other statutory protection of such



Global Health L i m i t e d

New Invention, as the Company deems appropriate, and shall treat all such New IP as confidential information. You shall not do anything which may compromise or prejudice the ability of the Company to seek legal protection of such New IP, whether by way of filing separate registration or otherwise.

- (b) The expression "Intellectual Property" includes patent, trademarks, service marks, registered or unregistered designs, utility models, copyrights (including design copyrights), semiconductor topography rights, database rights and all other intellectual property and similar proprietary rights whether registered or not, applications for any of the foregoing and the right to apply for them in any part of the world and including (without limitation) all such rights in materials, works, prototypes, inventions, discoveries, techniques, computer programs, source codes, data, technical information, trading business branch names, goodwill, the style or presentation of the goods or services, creations, inventions or improvements upon or additions to an invention, confidential information, know-how and any research effort relating to any of the above mentioned business names whether registerable or not, moral rights and any similar rights in any country.
- (c) All rights and obligations under this paragraph in respect of New Invention shall continue in full force and effect and shall survive the termination of your engagement (for whatever reason) and shall be binding upon your successors and personal representatives.

8. TRADEMARK AND LOGO USER RIGHTS:

- (a) The Company and its affiliates, own and/or is the authorized user of all Intellectual Property of and attached to the brand name "Medanta" and all associated trademarks and Logos. Under the License Agreement dated November 25, 2013, you have licensed in favor of the Company use of certain trademarks with Medanta prefix for its Business (as defined in License Agreement dated November 25, 2013). Further, vide Letter dated May 13, 2017, you further agreed to grant license of certain additional trademarks with Medanta prefix to the Company. It was further agreed that you shall be entitled to use the word marks 'Medanta', 'Medanta-the Medicity', 'Medantha' and 'Medantha-the Medicity' in the manner set out in the aforementioned letter. The terms and condition of the License Agreement dated November 25, 2013 and Letter dated May 13, 2017 (including the subsequent amendments, if any) shall govern the use of Medanta prefix marks and logos by you and the Company.
- (b) With respect to all Intellectual Property rights of the Company other than the Medanta prefix marks and logos:
 - (i) this engagement does not constitute and shall not be construed as license or an assignment or sale or transfer of any trademark rights or any other Intellectual Property rights of the Company and its affiliates in any manner whatsoever;
 - (ii) you undertake that you shall not, at any time, during the subsistence of the engagement or at any time after its termination or expiry claim ownership or user rights or interest in respect of the name, trademarks, logo, artwork and brand names of Intellectual Property rights of the Company;
 - (iii) on expiry of the Term of engagement or earlier termination of engagement for any reason whatsoever you shall forthwith cease to use the Intellectual Property rights of the Company, except as may have been permitted by the Company; and



Global Health L i m i t e d

- (iv) you shall not take any action that will constitute infringement of Intellectual Property rights of the Company in any manner whatsoever, and in case of any infringement or any threatened infringement of Intellectual Property rights of the Company by any third party coming to the notice or knowledge, you shall forthwith bring it to the notice of the Company and shall render all cooperation to prevent such infringement and any other appropriate remedy against such infringement.

9. CONFLICT OF INTEREST:

- (a) During the Term, you agree to devote such working time as is necessary or desirable for the satisfactory discharge of your responsibilities and duties. You shall not, without the prior written consent of the Company, engage, be concerned, or be interested in any other business of a similar nature or a business that is competitive with that carried on by the Company. [Nothing herein shall apply to you owning 2% (two percent) or less of the quoted securities of a body corporate, unit trust or any other entity listed on a recognized stock exchange so long as you do not have any special rights related to the management, securities or affairs of such entity other than such rights available under applicable law.]
- (b) You must also avoid situations involving personal or impropriety involvement or indulging in acts which may be perceived to be taking favors from a competitor, supplier or doctors of Medanta Hospital and/or which impairs your ability to exercise good judgment on behalf of Medanta Hospital and creates any actual or potential conflict of interest.
- (c) You will duly comply with obligations assumed by the Company with third parties for maintaining confidentiality and with respect to non-compete provisions contained in any contracts between the Company and its collaborators.
- (d) During the Term and a period of 12 (twelve) months thereafter, you shall not solicit any employee or officer of the Company, without the permission of the Company.

10. RESPONSIBILITIES AND DUTIES

- A. Management of the Company: During the Term, you shall perform the customary duties of a CMD including providing guidance to the Board and the Company's management team, and such other duties as may be reasonably requested by the Company. You agree to discharge the responsibilities and devote time and attention to the business of the Company, to the best of your skills and abilities.
- B. Roles and Responsibilities: In addition to aforesaid responsibilities and without diluting or limiting them, you shall have the roles and responsibilities set out in Annexure A of this letter.
- C. Power of Attorney: The Company has issued a power of attorney in your favour to act on behalf of the Company which was approved and adopted by the Board on 18th March 2008. The authorization to act on behalf of the Company under the said power of attorney shall continue during the Term.





Global Health L i m i t e d

D. You shall not be liable for any actions of the employees or officers of the Company, unless such actions are undertaken by the officers or employees of the Company pursuant to your written instructions.

11. TERMINATION:

During the Term, no party shall be entitled to terminate this letter, other than as provided herein below:

- (a) **Termination For Cause:** In the event, you: (i) are convicted of a criminal offence and sentenced to imprisonment by the highest court of the land; or (ii) willful misconduct by you which is not cured by you within 90 days ('Cure Period') of receiving written notice from the Company; ('Termination for Cause'), the Company may be entitled to terminate your employment after: (A) giving you an opportunity of being heard; and (B) in the case of (ii) above, only if you have been unable to cure the misconduct.
- (b) **Termination without Cause:** The Company shall not be entitled to terminate your employment for any reason, other than Termination for Cause in terms of Clause (a) above.
- (c) **Termination by you:** You may terminate your employment with the Company by giving a 3 (three) month prior notice in writing to the Company.
- (d) **Termination for Good Reason:** You shall be entitled to terminate your employment with the Company, within 30 (thirty) days of the Company's failure to cure, any of the following events: (a) a reduction in or failure to pay your compensation in accordance with the terms of this letter; (b) the assignment to you of duties that are materially inconsistent with your position or duties or that materially impairs your ability to function as CMD of the Company; or (c) a material breach of any provision of this letter by the Company ('Termination for Good Reason'). In the event of a Termination for Good Reason, you shall be entitled to the severance amount referred to in paragraph 11(c) of this letter.

12. INDEMNITY

The Company shall indemnify and hold you harmless from all actions, proceedings, complaints, claims, damages, demands, liabilities, costs, expenses, etc. arising out of or in relation with and legal proceedings or otherwise, so long as the said liability arises out of discharge of your duties as the CMD of the Company.

13. NOTICE

Any and all notices, requests, demands and other communications provided for by this letter shall be in writing and shall be effective when delivered in person or the next business day following consignment for overnight delivery to a reputable national overnight courier service or three business days following deposit in the mail, postage prepaid, registered or certified, and addressed to you at your last known address in the books of the Company or, in the case of the Company, at its principal place of business, attention of the Board, or to such other address as a party may specify by notice to the other actually received.





Global Health L i m i t e d

No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of either party to require the performance of any term or obligation of this letter, or the waiver by either party of any breach of this letter, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

15. SEVERABILITY

If any portion or provision of this letter shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this letter, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this letter shall be valid and enforceable to the fullest extent permitted by law.

16. ASSIGNMENT

The Company or you shall not make any assignment of this letter or any interest herein, by operation of law or otherwise, without the prior written consent of the other. This letter shall inure to the benefit of and be binding upon the Company and you and the respective successors, executors, administrators, and heirs.

17. SURVIVAL

The provisions of this letter shall survive any termination if so provided herein or if necessary or desirable to accomplish the purposes of other surviving provisions, including without limitation the paragraphs 12, 14, 19 of this letter.

18. ENTIRE AGREEMENT

This letter constitutes the entire agreement between the parties and supersedes all prior communications, agreements and understandings, written or oral, with respect to the terms and conditions of your engagement and all matters related thereto. This letter may be amended or modified only by a written instrument signed by you and the authorized representative of the Company.

19. GOVERNAING LAW AND CONSENT TO JURISDICTION





Global Health L i m i t e d

This letter will be governed and construed in accordance with the domestic substantive laws of India, without giving effect to any choice or conflict of laws provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction. The Company and you agree to submit to the exclusive jurisdiction of the courts of New Delhi, India, in connection with any dispute arising out of this letter, including any question regarding its existence, validity or termination.

Please confirm your acceptance of the appointment on the above terms and conditions by signing on each page of both sets and returning one for our records.

Very truly yours,
for GLOBAL HEALTH LTD.

AUTHORISED SIGNATORY

Acknowledged:

NAME OF EMPLOYEE:

SIGNATURE:





Global Health L i m i t e d

ANNEXURE A

Your duties will be such as defined under the Companies Act 2013 and include such other duties as may be assigned to you from time to time by the Board of Directors. Your work in the organization will be subject to the rules and regulations of the organization as laid down in relation to conduct, discipline and other matters. You shall abide by such rules and regulations, directions, instructions, policies or orders of the Company, in this regard, as are issued or communicated from time to time. You will always be aligned to responsibilities and duties attached to your office and conduct yourself accordingly. You must effectively perform to ensure results.

In addition to aforesaid responsibilities and without diluting or limiting them, you shall be additionally for:-

- Build long term, trusting relationships with shareholders, business partners and authorities
- Oversee the company's financial performance, investments and other business ventures
- Supervise the work of executives providing guidance and motivation to drive maximum performance
- Promote the brand of the organization at all industry and external forums.
- Provide strategic direction to organization towards safe and quality patient care.
- Lead, chair and oversee the performance of the Board and playing a pivotal role in the creation of the conditions necessary for overall Board and individual director's effectiveness, both inside and outside the boardroom;
- Ensuring effective communication with the Key Investors / Members of the Company and to chair General Meetings;
- Promote and oversee the highest standards of corporate governance within the Board and the Company as a whole;
- Lead the Board in discussions of proposals put forward by the executive / management team including on strategy, risk management, governance, capital, financial reporting and M&A activity;
- Set an agenda for the Board, which should be focused on strategic matters, forward looking and evaluates and oversees the Medanta Group's businesses;
- Ensure the Board complies with schedule of matters reserved for Board review in terms of requirements of Companies Act and SEBI listing norms;
- Acting as a mentor to the CEO;
- Represent Medanta with external parties / Government Bodies, panel etc.; and
- Foster an open, inclusive discussion which challenges management and executives, where appropriate.
- Direct and control the work resources of the Company and ensure the recruitment and retention of the required numbers and types of well-motivated, trained and developed staff to ensure that it achieves its mission and objective.

