

Date : 30/09/2024

To,

Mr. Ramesh Ramadurai,
Apt 101, Embassy Orchid,
38, 8th Main Road,
Sadashivanagar, Bangalore – 560080,

Anthem Biosciences Pvt. Ltd.

49, F1 & F2, Canara Bank Road,
Bommasandra Industrial Area, Phase - I
Bommasandra, Bengaluru - 560 099
Karnataka, India

CIN : U24233KA2006PTC039703

Tel : +91 80 6672 4000

Fax : +91 80 6672 4020

www.anthembio.com

SUBJECT: LETTER OF APPOINTMENT

Dear Sir,

It is our pleasure to invite you to join the Board of Anthem Biosciences Pvt. Ltd., (Company) with effect from 27th September, 2024 as a Non-Executive Independent Director. We hope that this will be the beginning of a long & fruitful association of mutual benefit.

This letter sets out the terms and conditions covering your appointment, as below:

1. TERM OF OFFICE

- 1.1. Subject to receipt of the shareholders' approval at the Annual General Meeting, your appointment shall commence from 27th September, 2024 and shall be effective for a period of Five years thereafter. Based on mutual agreement, the term may thereafter be renewed for a further period of Five years, subject to the provisions of section 149 and 169 of the Companies Act, 2013.

2. COMMITTEES

- 2.1. The Company's Board of Directors ("**Board**") may, if it deems fit, invite you to serve on one or more committees constituted under the Board ("**Board Committee**").
- 2.2. Your appointment on a Board Committee(s) will be subject to applicable regulations and the charters of the respective committees.

3. EXPECTATIONS OF THE BOARD

- 3.1. **Time Commitment:** You are expected to bring objectivity and independence of view to the Board's discussions and to help in providing the Board with effective leadership in relation to the Company's strategy, performance, and risk management as well as ensuring high standards of financial probity and corporate governance. You will be expected to attend meetings of the Board and its Committees to which you may be appointed as well as the shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively.
- 3.2. **Disclosure of Interest:** As regards confirming your status of independence vis-à-vis the Company, you will be required to submit declarations on a periodical basis in the manner prescribed under applicable law. Please keep us forthwith informed in case of any anticipated change in such status. The company secretary will co-ordinate with you to obtain such disclosures from time to time.
- 3.3. **Confidentiality:** You must apply the highest standard of confidentiality and not disclose to any person or entity, whether during the course of appointment or at any time after termination, any confidential, non-public and/or proprietary information concerning the Company and any of its affiliates or personnel with which you come into contact by virtue of your position.

4. ROLES & RESPONSIBILITIES

Your duties as a non-executive independent director are listed out below:

- 4.1. act in good faith in order to promote the objects of the Company for the benefit of its members as a whole, and in the best interests of the Company, its employees, the shareholders, the community and for the protection of environment;
- 4.2. exercise duties with due and reasonable care, skill and diligence and exercise independent judgment;

- 4.3. not be involved in a situation where there is a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company;
- 4.4. help in bringing an independent judgment to bear on the Board's deliberations on issues of strategy, performance, risk management accounting/audit resources, key appointments and standards of conduct;
- 4.5. bring an objective view to the evaluation of the performance of the Board and Management;
- 4.6. scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- 4.7. satisfy yourself on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
- 4.8. safeguard the interest of all stakeholders, particularly the minority shareholders;
- 4.9. balance the conflicting interest of various stakeholders;
- 4.10. determine appropriate levels of remuneration of the executive directors, key managerial personnel and senior management and have a prime role in appointing and, where necessary, recommending the removal of executive directors, key managerial personnel and senior management;
- 4.11. moderate and arbitrate in the interest of the company as a whole in situations of conflict between management and shareholders' interests.

5. MONETARY & OTHER BENEFITS

- 5.1. You shall be paid sitting fees for attending the meetings of the Board and its Committees and remuneration as determined and approved by the Board from time to time. Such remuneration shall be within the limits set out under the Companies Act, 2013 ("Act") and/or regulations promulgated by the Securities and Exchange Board of India ("SEBI"),
- 5.2. In addition to the fees and remuneration described above, the Company shall reimburse you for any expenses incurred by you pertaining to travel and accommodation in the course of performance of your roles and duties.
- 5.3. The Company has taken a Directors and Officers (D&O) insurance policy, which is intended to cover the personal liabilities and claims made against you while serving on the Board.

6. CODE OF ETHICS AND BUSINESS CONDUCT

The Company has formulated and adopted a Code of Ethics and Business Conduct (Code of Conduct) for all the members of the Board and other key personnel. The Code of Conduct for all the members of the Board and other personnel. The Code of Conduct is also posted on the Company's website. You hereby agree to be bound by the terms set out in the Code of Conduct, as may be modified from time to time.

7. FAMILIARISATION

The Company shall enable you to familiarize yourself with the business, including briefing from the management, nature of the industry in which the Company operates, business model of the Company etc. It may also schedule training sessions for all directors on topics of interest & relevance.

8. MEETINGS OF THE INDEPENDENT DIRECTORS

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 - 8.1.3 assess the quality, quantity and timeliness of flow of information between the company management and the Board that is necessary for the Board to effectively and reasonably perform its duties
- 8.2. Further, each non-executive independent director appointment or re-appointment is subject to the yearly evaluation process adopted by the board.

9. RESIGNATION

You may resign at any time from the position of non-executive independent director by giving the Company a prior written notice of a minimum of 30 days. It is desirable that you inform the Chairman of the Board in advance of your intention to resign or not to seek re-appointment.

10. JURISDICTION & GOVERNING LAW

The terms of this letter of appointment are governed by the laws of India and your engagement shall be subject to the jurisdiction of the courts in Bangalore, India.

We request you to kindly counter-sign at the space provided for below as a token of your acceptance of this letter and return to us the counter-signed version for our records.

Yours Sincerely,

For and on behalf of

ANTHEM BIOSCIENCES PRIVATE LIMITED.,

AJAY

BHARDWAJ

AJAY BHARDWAJ

CHAIRMAN OF THE BOARD.

Digitally signed by AJAY
BHARDWAJ
Date: 2024.10.01 12:44:26
+05'30'

**READ, ACKNOWLEDGED & AGREED BY:
RAVIKANT UPPAL (DIN: 00025970)**

Date:

Place:

05.10.2024

Delhi

Date : 30/09/2024

To,

Mr. Ramesh Ramadurai,
Apt 101, Embassy Orchid,
38, 8th Main Road,
Sadashivanagar, Bangalore – 560080,

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AJAY

BHARDWAJ

Digitally signed by AJAY
BHARDWAJ
Date: 2024.10.01 12:43:37
+05'30'

AJAY BHARDWAJ

CHAIRMAN OF THE BOARD.

**READ, ACKNOWLEDGED & AGREED BY:
RAMESH RAMADURAI (DIN: 07109252)**

RAMESH RAMADURAI

Digitally signed by RAMESH
RAMADURAI
Date: 2024.10.01 19:52:35 +05'30'

Date:

Place:

Date : 30/09/2024

To,

Mr. S Madhavan,
D-1063, New Friends Colony,
New Delhi – 110 025

Anthem Biosciences Pvt. Ltd.

49, F1 & F2, Canara Bank Road,
Bommasandra Industrial Area, Phase - I
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ANTHEM BIOSCIENCES PRIVATE LIMITED.,

| | | |
|------------------------|--------|---|
| | AJAY | Digitally signed by AJAY BHARDWAJ Date: 2024.10.01 12:45:22 +05'30' |
| | BHARDW | |
| AJAY BHARDWAJ | AJ | |
| CHAIRMAN OF THE BOARD. | | |

READ, ACKNOWLEDGED & AGREED BY:
S MADHAVAN (DIN: 06451889)



Date:

Place:

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| AJAY BHARDWAJ | AJ | |
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READ, ACKNOWLEDGED & AGREED BY:
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Date:

Place:

Date : 30/09/2024

To,

Ms. Shubha Kulkarni,
14,1st Cross, Da Costa Layout,
Cooke Town, Bangalore 560084,

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BHARDWAJ

AJAY BHARDWAJ

CHAIRMAN OF THE BOARD.

Digitally signed by
AJAY BHARDWAJ
Date: 2024.10.01
12:46:21 +05'30'

**READ, ACKNOWLEDGED & AGREED BY:
SHUBHA KULKARNI (DIN: 03551350)**

Date: 8 OCT 2024
Place: Bangalore