

**Inspira Enterprise India Limited
(Formerly known as Inspira Enterprise India Private Limited)**

Terms and conditions of appointment of Independent Directors of the Company in accordance with the requirements of Schedule IV to the Companies Act, 2013 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015:

Private & Confidential

Date: _____

Mr./Mrs. _____
(DIN: _____)
Address:

Dear Mr./Mrs.,

Sub: Your Letter of appointment as an Independent Director of Inspira Enterprise India Limited

In pursuance of your consent to act as an Independent Director of Inspira Enterprise India Limited (hereinafter referred to as **‘the Company’**), and confirmations provided by you that you meet the “Independence” criteria as envisaged in Section 149(6) of the Companies Act, 2013 (the “Act”) and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (the “Listing Regulations”) as amended from time to time, the Board of Directors have upon the recommendation of Nomination and Remuneration Committee and shareholders of the Company at their respective meetings held on _____, have approved your appointment as an Independent Director of the Company to hold office for a term upto ___ years, commencing from _____.

As per Schedule IV of the Act, the Company is required to issue a formal letter of appointment. This letter, therefore, sets out the terms of your appointment as an Independent Director of the Company.

The terms of your appointment, as set out in this letter, are subject to the extant provisions of the (i) applicable laws, including the Act and the Listing Regulations (as amended from time to time) and (ii) Articles of Association of the Company.

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1. Appointment

You have been appointed as an Independent Director for a tenure of upto____ years with effect from _____, unless terminated earlier or extended as per the provisions of this letter or applicable laws (“Term”). As an Independent Director you will not be liable to retire by rotation.

Subject to your consent, your re-appointment at the end of the Term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the shareholders.

During your tenure as an Independent Director, you may be requested to serve on one or more of the committees of the Board. Copies of the terms of reference for each of those committees will be provided to you at the appropriate time.

2. Commitment to the Board

As an Independent Director you are expected to bring independence of view to the Board’s discussions and to help provide the Board with effective leadership in relation to the Company’s strategy, performance, risk management and ensuring the highest standards of financial probity and corporate governance.

The Board meets atleast four times a year – once in each quarter. The Board meetings and Committee meetings are generally held at the registered office of the Company or via video conferencing due to COVID-19 pandemic pursuant to the relaxations given by the Ministry of Corporate Affairs. The Committee meetings are generally scheduled before the Board meetings on the same day. However, the Committees can meet as and when necessary in terms of the respective terms of reference of each Committee. You are expected to attend every Board Meeting, Committee Meeting (of which you are a member) and General Meetings of the Company during your tenure as an Independent Director on the Board. The date, time and venue of the meetings and subsequent change, if any, shall be communicated to you in advance to make it convenient for you to attend the meetings.

By accepting this Letter of Appointment you confirm that you are able to allocate sufficient time to meet the expectation from you by the Board and you will be able to discharge your roles and responsibilities to the satisfaction of the Board.

As an Independent Director you shall participate in the meeting of the Independent Directors separately without the presence of Non-Independent Directors and Members of the Management.

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3. Role, Functions and Duties:

As an Independent Director on the Board, your roles, functions and duties shall be governed by the applicable provisions of the Act, Rules framed thereunder and Schedule IV to the Act and the Listing Regulations.

As an Independent Director of the Company, we look forward to deriving the benefit of your vast experience on business matters and in advising the Company as mentioned in Section 166 of the Act.

4. Fees/Commission/Reimbursement of expenses

As an Independent Director, you shall be paid sitting fees for attending meetings of the Board and/or Committee to which you may be nominated as a member. The Sitting Fee payable for attending the Board and/or its Committee meeting, will be decided by the Board from time to time in accordance with the Act and the Listing Regulations. You shall also be entitled to receive commission as decided by the Board from time to time in accordance with the Act and the Listing Regulations based on number of board meetings attended.

The Company shall pay or reimburse reasonable expenditure that you may have incurred while performing your role as an Independent Director of the Company.

5. Code of conduct & other Compliances

During your appointment, you shall comply with various Codes and Policies applicable to Directors and approved by the Board/ Committees from time to time and all other relevant regulations as may be applicable from time to time.

At the first meeting of the Board in every financial year, or whenever there is any change in the circumstances which may affect your status as an Independent Director, you will give a declaration to confirm that you meet the criteria of independence as provided in the Act and the Listing Regulations.

6. Conflict of Interest/ Disclosure of Interest

The Company acknowledges that being an Independent Director on the Board of the Company you may have business interest other than that of the Company. As a condition of your appointment commencing from _____, you shall be required to disclose your other directorship, Committee Membership in other companies, appointments/cessations, interest, etc. to the Board in writing in the prescribed format annually and also keep the Board informed about changes, if any, from time to time. The Company Secretary of the Company shall assist you for this purpose.

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As an Independent Director, you shall be liable to disclose your interest in any contracts or arrangements with any company, firm, association or individual where you are interested as a Director or a relative or partner or in any other capacity. Such disclosure is necessary to ensure that the Company complies with applicable provisions of the Act and Listing Regulations.

7. Confidentiality

In your role as an Independent Director you will be in possession of confidential information about the Company, its subsidiary and any other group company. You may kindly use that information in the proper performance of your duties only or as required by law.

Your attention is drawn to the applicability of Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time, prohibiting disclosure or use of unpublished price sensitive information relating to or involving the Company. Consequently you should avoid making any statement or carry out any activity that might risk a breach of these requirements.

You must apply the highest standards of confidentiality and not disclose to any person or company during the course of the appointment, unless such disclosure is expressly approved by the Board or required by law.

8. Insurance

The Company has taken a Directors & Officers (D&O) Liability Insurance Policy. As an Independent Director of the Company, subject to applicable law, you shall be covered under such policy from the date of your appointment on the Board. The Company shall renew the policy every year to ensure that the Directors and Officers of the Company are covered under the policy.

9. Performance Evaluation

As required by the Act and the Listing Regulations, your performance will be evaluated as per the criterion and policy approved by the Board on an annual basis.

10. Termination/Cessation

Your directorship on the Board of the Company shall terminate or cease in accordance with law. Apart from the grounds of termination as specified in the Act, your directorship may be terminated for violation of any provisions of the Codes/Policies as applicable to Non-Executive Independent Directors in the Company.

You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for such resignation and such other disclosure as required in the Act and Listing Regulations. The resignation shall take effect from the date on which any such

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notice of resignation is received by the Company or the date, if any, specified by you in the notice, whichever is later.

If at any stage during the Term of your appointment as 'Independent Director', there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the Act or you fail to meet the criteria for "independence" under the provisions of the Listing Regulations, you agree to promptly submit your resignation to the Company with effect from the date of such change.

11. Publication of the Letter of Appointment

As per the Act and Listing Regulations, if applicable, terms of your appointment as Independent Director along with your detailed profile as may be required will be disclosed on the website of the Company and/or the relevant stock exchanges.

12. Acceptance of Appointment

We are confident that the Board and the Company will continue to benefit immensely from your rich experience. You are requested to provide your confirmation to these terms of appointment by signing and returning the enclosed copy of this letter.

Yours Sincerely,
For **Inspira Enterprise India Limited**

Authorized signatory

AGREE AND ACCEPT

I have read and understood the terms of my appointment as an Independent Director of the Company and I hereby affirm my acceptance to the same.

Name:
Date:
Place: