

ENTERO HEALTHCARE SOLUTIONS LIMITED

**CODE OF CONDUCT FOR INDEPENDENT
DIRECTORS**

The policy is adopted by the Board of Directors in their meeting held on August 25, 2023

Registered office : Plot No. I-35, Building - B, Industrial Area Phase I, 13/7 Mathura Road, Faridabad, Haryana - 121003.
Tel.: 0129-4877300, Email Id : info@enterohealthcare.com, Website : www.enterohealthcare.com

Corporate office : Unit No. 605 & 606, 6th Floor, Trade Centre, Bandra Kurla Complex, Bandra (East), Mumbai – 400051.
Tel.: 022-26529100 / 69019100, CIN: U74999HR2018PLC072204

GENERAL PROVISIONS:

As per section 149(8) read with schedule IV of companies Act 2013, the code for independent directors of the Company “Entero Healthcare Solutions Limited (“**the Company**”)”. This Code is a professional conduct guideline for Independent Directors on the Board of Directors of the Company. Adherence to these standards by Independent Directors and fulfilment of their responsibilities in a professional and faithful manner will promote confidence of various stake holders including the investment community, particularly minority shareholders and regulators. Implementation of best Corporate Governance practices by Independent Directors enhances the Company’s governance and management efficiency, improves its image and contributes to the overall growth of the Company's shareholders value.

APPLICABILITY OF THE CODE:

The code applies to the independent directors of Entero Healthcare Solutions Limited.

GUIDELINES OF PROFESSIONAL CONDUCT:

An Independent Director shall:

- 1) uphold ethical standards of integrity and probity;
- 2) act objectively and constructively while exercising his duties;
- 3) exercise his responsibilities in a bona fide manner in the interest of the Company;
- 4) devote sufficient time and attention to his professional obligations for informed and balanced decision making;
- 5) not allow any extraneous considerations that will vitiate his exercise of objective independent judgment in the paramount interest of the Company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making;
- 6) not abuse his position to the detriment of the Company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
- 7) refrain from any action that would lead to loss of his independence;
- 8) where circumstances arise which make an Independent Director lose his independence,

the Independent Director must immediately inform the Board accordingly; and,

- 9) assist the Company in implementing the best Corporate Governance practices

ROLE AND FUNCTIONS:

The Independent Directors shall:

1. help in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
2. bring an objective view in the evaluation of the performance of board and management;
3. scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
4. satisfy themselves on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
5. safeguard the interests of all stakeholders, particularly the minority shareholders;
6. balance the conflicting interest of the stakeholders;
7. determine appropriate levels of remuneration of Executive Directors, Key Managerial Personnel and Senior Management and have a prime role in appointing and where necessary recommend removal of Executive Directors, Key Managerial Personnel and Senior Management; and,
8. moderate and arbitrate in the interest of the Company as a whole, in situations of conflict between management and shareholder's interest.

DUTIES:

The Independent Directors shall:

1. undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the Company;
2. seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the Company;

3. strive to attend all meetings of the Board of Directors and of the Board Committees of which he is a member;
4. participate constructively and actively in the Committees of the Board in which they are Chairpersons or Members;
5. strive to attend the general meetings of the Company;
6. where they have concerns about the running of the Company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board meeting;
7. keep themselves well informed about the Company and the external environment in which it operates;
8. not to unfairly obstruct the functioning of an otherwise proper Board or Committee of the Board;
9. pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the Company;
10. ascertain and ensure that the Company has an adequate and functional Vigil Mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;
11. report concerns about unethical behavior, actual or suspected fraud or violation of the Company's Code of Conduct or ethics policy;
12. act within their authority, assist in protecting the legitimate interests of the Company, shareholders and its employees; and,
13. not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

MANNER OF APPOINTMENT:

1. Appointment process of Independent Directors shall be independent of the Company management; while selecting Independent Directors the Board shall ensure that there is appropriate balance of skills, experience and knowledge in the Board so as to enable the Board to discharge its functions and duties effectively.
2. The appointment of Independent Director(s) of the Company shall be approved at the meeting of the shareholders.
3. The explanatory statement attached to the notice of the meeting for approving the appointment of Independent Director shall include a statement that in the opinion of the Board, the Independent Director proposed to be appointed fulfils the conditions specified in the Act and the rules made there under and that the proposed Director is independent of the management.

4. The appointment of Independent Directors shall be formalised through a letter of appointment, which shall set out:
 - (a) the term of appointment;
 - (b) the expectation of the Board from the appointed Director; the Board-level Committee(s) in which the Director is expected to serve and its tasks;
 - (c) the fiduciary duties that come with such an appointment along with accompanying liabilities;
 - (d) provision for Directors and Officers (D and O) insurance, if any;
 - (e) the Code of Business Ethics that the Company expects its Directors and Employees to follow
 - (f) the list of actions that a Director should not do while functioning as such in the Company; and
 - (g) the remuneration, mentioning periodic fees, reimbursement of expenses for participation in the Boards and other meetings and profit related commission, if any.
5. The terms and conditions of appointment of Independent Directors shall be open for inspection at the Registered Office of the Company by any member during normal business hours.
6. The terms and conditions of appointment of Independent Directors shall also be posted on the Company's website

RE-APPOINTMENT:

The re-appointment of Independent Director shall be on the basis of report of performance evaluation.

RESIGNATION OR REMOVAL:

1. The resignation or removal of an Independent Director shall be in the same manner as is provided in sections 168 and 169 of the Companies Act, 2013.
2. An Independent Director who resigns or is removed from the Board of the Company shall be replaced by a new Independent Director within a period of not more than three months from the date of such resignation or removal, as the case may be.

3. Where the Company fulfils the requirement of Independent Directors in the Board even without filling the vacancy created by such resignation or removal, as the case may be, the requirement of replacement by a new Independent Director shall not apply.

SEPARATE MEETINGS:

- (1) The Independent Directors of the Company shall hold at least one meeting in a financial year, without the attendance of Non-Independent Directors and members of management
- (2) All the Independent Directors of the Company shall strive to be present at such meeting;
- (3) The meeting shall:
 - a) review the performance of Non-Independent Directors and the Board as a whole;
 - b) review the performance of the Chairperson of the Company, taking into account the views of Executive Directors and Non-Executive Directors;
 - c) 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 their duties.

EVALUATION MECHANISM:

- a) The performance evaluation of Independent Directors shall be done by the entire Board of Directors, excluding the Director being evaluated.
- b) On the basis of the report of performance evaluation, it shall be determined whether to extend or continue the term of appointment of the Independent Director.

Date: _____

To,

Mr./Mrs.

Address:

Sub: Appointment as an Independent Director of the _____ (“the Company”)

At the outset we would like to thank you for giving your consent to act as an Independent Director of the Company and confirming about meeting the criteria for acting as Independent Director as envisaged in Section 149(6) and other applicable provisions of the Companies Act, 2013 (“the Act”) and Regulation 16 of SEBI (Listing Obligations and Disclosure Requirements) Regulation, 2015, as amended (“the SEBI Listing Regulations”).

We are pleased to inform you that the Board of Directors of the Company at its Meeting held on _____ pursuant to the provisions of Sections 149, 150, 152 read with Schedule IV and any other applicable provisions of the Act and as per the applicable provisions of the SEBI Listing Regulations, as amended from time to time and the Articles of Association of the Company, has approved your appointment as an Independent Director of the Company to hold office for a first term of _____ consecutive years with effect from _____ to _____ subject to approval of the shareholders of the Company. The appointment is based on the information and declaration of Independence provided by you.

Further, as stipulated under the Act, the appointment of an Independent Directors shall be as governed by the Schedule IV of the Companies Act, 2013 and ‘Code for Independent Directors’.

This letter of appointment sets out the terms covering your appointment as an Independent Director. Your relationship with the Company will be that of an office-holder and not one of contract for employment in the Company.

1. Terms of appointment:

- 1.1. The term of your office as an Independent Director (ID) on the Board shall be effective from _____ for a period of _____ consecutive years upto _____ subject to the approval of the shareholders of the Company through Special Resolution in accordance with the provisions of the Act;
- 1.2. Your directorship shall not be subject to retirement by rotation during the term in accordance with the provisions of the Act;
- 1.3. Notwithstanding the other provisions of this letter, your appointment may be terminated at any time by the Board in accordance with the provisions of the Act and Articles of Association of the Company or that you may resign by written notice along with detailed reasons. While forwarding your intention to resign, it will be preferable if you give the Chairman reasonable time so that the Company can plan suitable succession to the Board;

- 1.4. Your performance evaluation as an Independent Director shall be reviewed by entire Board annually during your tenure with the Company in accordance with the processes established by the Board from time to time and on the basis of the performance evaluation report, it shall be determined whether to extend or continue the term of your appointment as an Independent Director of the Company.

2. The expectations of the Board from the appointed Independent Director:

The commitments that are expected from you as an Independent Director in relation to your functions are as follows:

- 2.1. As an Independent Director, you are expected to bring objectivity and independence to the Board's discussions and help provide 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;
- 2.2. You are expected to attend various familiarization programmes, organized by the company to understand the business model and the nature of its operations;
- 2.3. It is expected that you will perform your duties efficiently and diligently and in accordance with the Guidelines of professional conduct and the roles and functions set out under the Code of Independent Directors, as provided in Section 149(8) read with Schedule IV of the Act and the SEBI Listing Regulations, including attending regular and emergency Board meetings, any meeting(s) of Independent Directors, Extraordinary General Meeting and the Annual General Meeting. You may also be required to attend regular meetings of any Board committee(s) of which you may become a member;
- 2.4. You should strive to hold and present in at least one meeting in a year without the presence of Non-Independent Directors and members of management with the sole objective of:
 - a) reviewing the performance of Non-Independent Directors and the Board as a whole;
 - b) reviewing the performance of the Chairperson of the Company, taking into account the views of Executive Directors and Non-Executive Directors; and
 - c) assessing 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 their duties.
- 2.5. By accepting this appointment, you have confirmed that you are able to allocate sufficient time to meet the expectations of your role.

3. Appointment in Board-level Committees:

- 3.1. As advised by the Board, during the tenure of your office, you may be required to serve on one or more of the Committees of the Board established by the Company. Currently, the Company has established the following Committees:
 - Audit Committee
 - Nomination and Remuneration Committee
 - Stakeholders' Relationship Committee
 - Risk Management Committee

4. The fiduciary duties that come with such appointment along with accompanying liabilities:

- 4.1. As an Independent Director of the Company, you have to familiarize yourself with the relevant Independent Directors' duties, roles and responsibilities as set out in the Code for Independent Directors under Schedule IV of Act.
- 4.2. As an Independent Director, your liability will be in respect of such acts of omission or commission by the Company, which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.
- 4.3. By accepting this appointment, you are deemed to have confirmed that any other position you hold including your directorships in other organizations will not give rise to any 'conflicts of interest' in relation to your appointment as an Independent Director of the Company. Should you become aware of any conflict or potential conflict during the period of your appointment, you are expected to notify the same to the Board from time to time.

5. Directors and Officers Insurance:

The Company has availed a Directors' & Officers' Liability and Company Reimbursement Insurance Policy which extends to the Company, all its directors and directors of subsidiaries. Quantum, risks determined, and other parameters provided in the Policy have been found to be commensurate with the size and nature of business of the Company by the Board of Directors.

The said Policy shall be extended to you from the date of your appointment.

6. The Code of Business Ethics:

You will be required to abide by following Codes of Business ethics:

- (a) Code of Conduct for Board of Directors & Senior Management;
 - (b) Code of Conduct for Independent Directors;
 - (c) Whistle Blower Policy
 - (d) Code of Fair Disclosure and Code of Conduct for Prevention of Insider Trading
- such other codes as may be prescribed, subject to the approval of the Board, from time to time.

A copy of the aforementioned Codes along with other policies of the Company are available on the website of the Company at _____

7. Change in personal details:

During the period of your tenure, request you to promptly intimate the Company Secretary in the prescribed manner, of any change in address or other contact and personal details provided by you to the Company at the time of your appointment.

8. The list of actions that a director should not do while functioning as such in the company:

As an Independent Director of the Company, you shall not -

- i. misuse the information in your possession for personal gains;
- ii. engage in any ways (both directly or indirectly) with the competitors;
- iii. in any way indulge in activities which may be construed as conflict of interest;

- iv. break any law of the land or indulge or provoke the co-directors or employees to do the same; and
- v. enter in to any contract or arrangements wherein you are directly or indirectly interested.

The above list is only indicative and not exhaustive.

9. Directors' fees / remuneration:

- 9.1. Sitting fee will be paid to you as may be fixed by the Board from time to time.
- 9.2. You will be entitled to claim reimbursement of all your travelling, hotel and other incidental expenses incurred by you in performance of your duties;
- 9.3. Commission as may be approved by the Board from time to time subject to the limits and necessary approvals as required under applicable laws;
- 9.4. IDs are not entitled to any 'stock option' and will not be covered by any pension scheme.

10. Disclosures:

- 10.1. You will have to submit such information in the prescribed forms periodically to the Board as may be required from time to time;
- 10.2. You will be required to disclose to the Company your interests and any matters (excluding those matters, which may be subject to legal professional privilege), which affect your independence; and
- 10.3. During your tenure, you agree to provide a "Declaration of independence" under Section 149(7) of the Act and Regulation 25(8) of the SEBI Listing Regulations, in the prescribed format, at the first meeting of the Board in every financial year or whenever upon any change in the in circumstances which may affect your status as an Independent Director of the Company.

11. Confidentiality:

You must apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the Appointment or at any time after its termination) any confidential information concerning the Company.

On termination of the Appointment, you will deliver to the Company all books, documents, papers and other property of or relating to the business of the Company which are in your possession, custody or power by virtue of your position as an Independent Director of the Company.

12. Dealing in shares and Code of Conduct:

You and your immediate relatives should not trade in the securities of the Company, except in the manner stated in the Company's Code of Conduct to Regulate, Monitor and Report Trading by Designated Persons and with the approval of the Compliance Officer.

13. Trading Window Closure:

The Company shall specify a trading period, to be called "trading window", for trading in the Company's securities. When the trading window is closed the directors shall not trade in the Company's securities in such period.

The trading window shall be closed during the following time periods when the information is unpublished:

- i. Declaration of financial results (quarterly, half-yearly and annually)
- ii. Declaration of dividends (interim and final)
- iii. Issue of securities by way of public/rights/bonus etc.
- iv. Any major expansion plans or execution of new projects
- v. Amalgamations, mergers, takeovers and buy-back
- vi. Disposal of whole or substantially whole of the undertaking
- vii. Any material changes in policies, plans or operations of the Company

The time for commencement of closing of trading window shall be decided by the Company. The trading window shall be opened 48 hours after the information referred to above is made public.

14. Acceptance of Appointment:

It is pleasure to have you on the Board. We are confident that association, expertise and advise will immensely benefit the Company and the Board.

Kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Thanking you

Yours Sincerely,

For (Name of Company)

(Name)
(Designation)
DIN: _____

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.

Place: _____

Signature: _____

Date:

Name: _____