

**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, 20<sup>TH</sup> AUGUST, 2021 AT 09:00 A.M.**

**Appointment of Dr. Naresh Trehan as Chairman-Heart Institute & Chief Cardiac Surgeon**

“Resolved that pursuant to the provisions of sections 188(1)(f) and 197 and other applicable provisions, if any, of the Companies Act, 2013 read with Companies (Meeting of Board and Its Powers) Rules, 2014 including any statutory modification(s) or re-enactment thereof for the time being in force and as may be enacted from time to time, Articles of Association of the Company and the recommendation of the Nomination and Remuneration Committee (NRC) & Audit Committee and subject to approval of the shareholders of the Company and such other approval(s), consent(s) and permission(s) as may be required, approval of the Board be and is hereby accorded to the appointment of Dr. Naresh Trehan, as Chairman - Heart Institute & Chief Cardiac Surgeon for a period of 5 years with effect from 1st August, 2021 at a remuneration up to Rs. 27.5 crores per annum with authority vested with the 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.

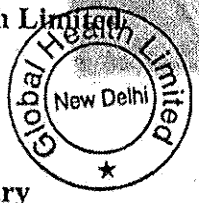
Resolved further that the Nomination & Remuneration Committee/Board of Directors is hereby authorised to determine role / responsibilities, deliverables and remuneration including severance fee for his appointment as the Chairman - Heart Institute & Chief Cardiac Surgeon and to effect changes (if any) in designation and responsibilities of Dr. Naresh Trehan during aforesaid tenure, which shall be effective irrespective of his continuance as Chairman & Managing Director of the Company.

Resolved further that in addition to the aforesaid remuneration he shall be entitled to perquisites in form of provision of two Company provided cars with fuel and driver(s), mobile / telephone facility, reimbursement of traveling, boarding and lodging expenses, 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.”

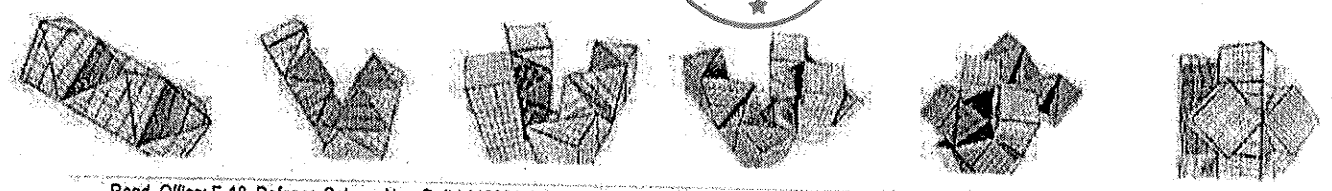
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For Global Health Limited

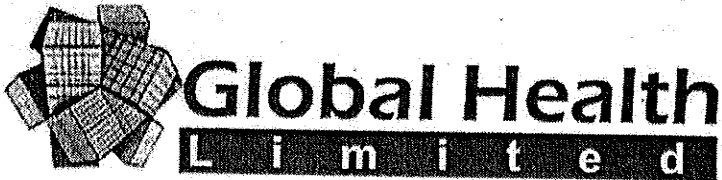
Certified True Copy

*Rahul Ranjan*



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





**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, 06<sup>TH</sup> SEPTEMBER, 2021 AT 11:00 A.M.**

**Appointment of Dr. Naresh Trehan as Chairman of Heart Institute & Chief Cardiac Surgeon**


“Resolved that pursuant to the provisions of sections 188(1)(f) and 197 of the Companies Act, 2013 read with Companies (Meeting of Board and Its Powers) Rules, 2014 and other applicable provisions, if any, of the Companies Act, 2013 including statutory modification(s) or re-enactment thereof for the time being in force and as may be enacted from time to time, 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 to the appointment of Dr. Naresh Trehan, as Chairman : Heart Institute & Chief Cardiac Surgeon for a period of 5 Years with effect from 1<sup>st</sup> August, 2021 at a remuneration upto Rs. 27.5 crores per annum 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.

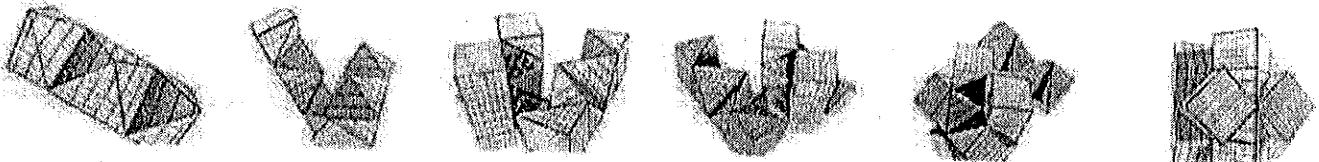
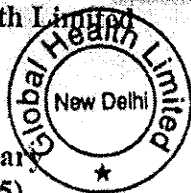
Resolved further that the Nomination & Remuneration Committee/Board of Directors is hereby authorised to determine role / responsibilities, deliverables and remuneration including severance fee for his appointment as Chairman: Heart Institute & Chief Cardiac Surgeon and to effect changes (if any) in designation and responsibilities of Dr. Naresh Trehan during aforesaid tenure, which shall be effective irrespective of his continuance as Chairman & Managing Director of the Company.

Resolved further that in addition to the aforesaid remuneration he shall be entitled to perquisites in form of provision of two company provided cars with fuel and driver(s), mobile / telephone facility, leave encashment, reimbursement of traveling, boarding and lodging expenses, 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.”

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

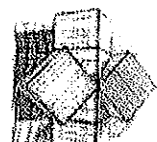
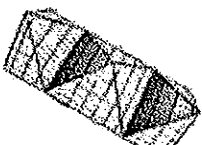
**Fixation of remuneration of Dr. Naresh Trehan as Chairman-Heart Institute and Chief Cardiac Surgeon**

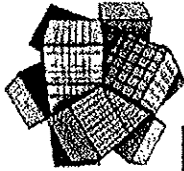
"RESOLVED THAT in accordance with the approval of shareholders of the Company vide their Resolution dated September 6, 2021 pursuant to the provisions of Sections 188(1)(f) and 197 and other applicable provisions, if any, of the Companies Act, 2013, approval of the Committee be and is hereby accorded for payment of remuneration to Dr. Naresh Trehan as Chairman-Heart Institute and Chief Cardiac Surgeon of the Company of Rs. 14.00 crores per year with effect from 01<sup>st</sup> 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 is 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 L i m i t e d

September 20, 2021

Dr. Naresh Trehan  
House No. B – 4, Maharani Bagh,  
New Delhi – 110065.

EMP ID: 00000001

SUB: APPOINTMENT

Dear Dr. Trehan,

Following our discussion, we are honored to invite you to join our Company on the following terms and conditions: -

**1. DESIGNATION:**

Chairman - Heart institute and additionally you would also be associated as Chief Cardiac Surgeon in the division of Cardiothoracic and Vascular Surgery (CTVS).

**2. REMUNERATION:**

You shall be entitled to remuneration as detailed in Annexure-A

**3. EFFECTIVE DATE OF APPOINTMENT**

Your effective date of appointment will be 1<sup>st</sup> August, 2021

**4. PLACE OF POSTING:**

Your present place of posting will be Delhi/Gurgaon.

**5. TRANSFER:**

It is possible to assign your services to any location/function of business of the Company.

**6. ATTENDANCE:**

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

**7. LEAVE AND HOLIDAYS:**

You will be entitled to leaves, holidays and other such benefits as per the policies of the Company as applicable to medical professionals.

**8. DEGREE/QUALIFICATIONS AND CONDITIONS OF EMPLOYMENT:**



# Global Health L i m i t e d

- a) We have taken note of your educational qualifications, degrees and professional accomplishments.
- b) If you hold or subsequently acquire any post-graduation or higher degree/diploma and/or super specialization you will ensure its registration thereof in terms of specific legislation/ regulation as applicable and keep the Company duly informed and shall submit all supporting documents in relation thereto within thirty (30) days of obtaining requisite degree / diploma / certificate
- c) Your visa and work permit (if required / applicable) being granted prior to commencement of engagement and maintained valid for the duration of your engagement with the Company.

## 9. MEDICAL RECORDS:

On a timely basis, you shall prepare and maintain complete and accurate medical and other records, reports, claims, and correspondence relating to the services and treatment rendered by you for or on behalf of the Hospital (the "Records"). The Hospital shall be the sole owner of all of the Records. Medical Records shall remain at the Hospital at all times, unless a patient's course of treatment indicates otherwise.

## 10. CONFIDENTIALITY & NON-DISCLOSURE:

- (a) You will keep secret and confidential and not, at any time, during or any time after the period of your engagement, disclose or divulge, misuse, exploit or make public, (except on legal obligations, in the proper course of your duties) of any Confidential information (as defined below).
- (b) "Confidential Information" shall mean any information concerning / pertaining to the Company/ Hospital where you are engaged, and/ or its subsidiaries or affiliates, and includes without limitation, (i) information on the contents, wholly or partly, of analysis, compilations, studies and other documents or which contain or otherwise reflect or are generated from and Confidential Information; and (ii) written, oral, visual, pictorial, electronic or in other tangible form including prototypes and samples and whether in the past was or currently is or which in the future may be identified by the Company as proprietary, confidential or secret and includes, without limitation, all information which by its nature, should have reasonably known, was or would be proprietary, confidential or secret or which comes to your knowledge while on the premises of the Hospital. Without prejudice to the generality of the foregoing, Confidential Information includes, without limitation:
  - (i) Any information relating to Medanta/ GHIL's software or hardware products, databases or services, or its research and development projects or plans;
  - (ii) Any information relating to Medanta/ GHIL's business, group hospitals, policies, processes, transactions, dealings, strategies, operations, finances, pricing, methodologies, plans or opportunities, including the identity of, or particulars about, the Company's patients, clients and / or vendors;
  - (iii) Any information which relates to the Company's past, present or future research, development, marketing, financial or business activities;Any information which is gathered or received during provision of medical treatment to any patient whether or not part of the patient's medical records.



# Global Health L i m i t e d

(v) Any information in relation to list of Patients and their Coordinates whether or not part of the patient's medical records.

(c) In the event you breach this section, the Company shall have the right to seek remedies at law or in equity against you. This section shall survive the termination of this engagement for any reason whatsoever.

## 11. 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 for such New Invention, as the Company deems appropriate, and shall treat all such New IP as confidential information.

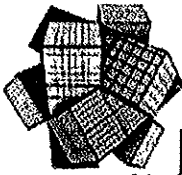
You shall not do anything which may compromise or prejudice the ability of the Company to seek legal protection of such New IP, whether by way of filing separate registration or otherwise.

(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.

## 12. 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, the Medical Specialist 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, via Letter dated May 18, 2017, the Medical Specialist further agreed to grant license of certain additional trademarks with Medanta prefix to the Company. It was further agreed that the Medical Specialist shall be entitled to use the word marks 'Medanta', Medanta the



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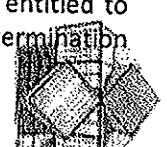
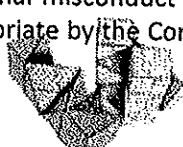
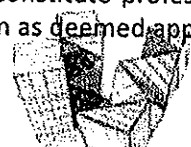
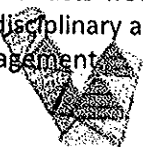
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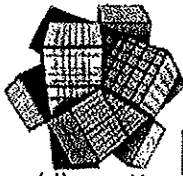
Medicity, 'Medantha' and 'Medantha-the Medicity' in the manner set out in the aforementioned letter. The terms and condition of the License Agreement dated November 25, 2013 and Letter dated May 13, 2017 (including the subsequent amendments, if any) shall govern the use of Medanta prefix marks and logos by the Company and the Medical Specialist.

- (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
  - (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.

### 13. CONFLICT OF INTEREST:

- (a) You must not associate yourself in situation or undertake any obligation, contractual or otherwise, which may involve actual or potential conflict of interest. You shall not take advantage of this engagement and have trade or commercial co-operation with other entities or companies which are controlled by you or your relatives or friends. You shall also declare all current and potential conflict of interest and current external positions held such as other employment, directorship, trusteeship, partnership and offices or responsibility (remunerated or not). Nothing in this letter 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) In any of the above situations, the Company may take whatever corrective action appears appropriate at the sole discretion of the Company. Failure to disclose such conflict of interest situation and facts would constitute professional misconduct and the Company shall be entitled to take such disciplinary action as deemed appropriate by the Company including forthwith termination of this engagement.





# Global Health L i m i t e d

- (d) You will devote such time as may be necessary in discharging your responsibilities under this letter, and, except as disclosed under Clause 13(a) above, you will not undertake any honorary or remuneratory work or assignment of business with a third party except with the prior permission of the Management in writing in each case.
- (e) 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.

## 14. OTHER TERMS AND CONDITIONS:

- You will render the professional services in accordance with the standard of care and professional protocols to the best of your capabilities and expertise. You should perform your professional duties faithfully and diligently without any breach of any terms, byelaws, protocols and/or code of conduct which the Company may formulate from time to time and will not indulge in any unfair or unethical practice in any manner. You will follow the best in-class medical protocols, technical standard and processes in order to provide best care to the patients.
- You will at all times ensure compliance with organization's policies and protocols.
- In discharge of your duties under this letter, you will at all times ensure compliance with medical / hospital protocols and applicable laws. During the course of the treatment of patients you will adhere to the requirement of getting valid and well informed consent from the patient and / or his / her relatives with regard to the specific procedure / surgery / operation required to be performed.
- You will also ensure that the patients are regularly attended to by you as may be reasonably necessary and you will keep a constant and effective line of communication with the relatives of the patient and keep them informed about the diagnosis and prognosis regarding the medical condition of the patient.
- You will be engaged in provision of medical services in the basic and allied branches and render medical services as per the requirement of the Company, unless on leave.
- You will provide clinical assistance and consultation of the patients at the hospital in accordance with the set clinical practices in the respective specialty.
- You are expected to use the Hospital Information System (HIS), e-prescription and Electronic Health Record System (EHRS) or equivalent systems as may be available in the Hospital(s) for filling up the diagnosis/ provisional/ differentiated diagnosis and fulfill all requirements of standardized patient encounter protocols of Hospital(s).
- You shall inform and advise the patient and his/her attendants on the process and protocols wherein treatment from multi-disciplinary treatment is required at the Hospital.
- You will maintain good relations with the executive team, personnel, employees of the Company and other external parties.
- You shall keep yourself updated in terms of knowledge and new development in medical science through participating in all academic activities such as CMEs conferences, seminar etc. and as advised by the hospital management from time to time.
- You shall be required to participate and conduct medical audit as assigned to you by the representative of medical services or hospital management.
- If required, your services can be extended as trainer or faculty with respect to Company's education program/programs promoted by Diplomat of National Board (DNB) or National Board of Examinations (NBE).

Except as permissible hereunder you will not promote any other company or endorse the same in any manner through any advertisement or otherwise.





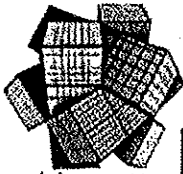
# Global Health Limited

- The Company may undertake privileging and credentialing parameters of doctors from time to time. In this regard, you shall provide requisite documents and support as may be required by the Company.
- You shall be required to meet required safety and quality standards in terms of delivery of services by playing a proactive role in Quality & Safety initiatives which the Hospital may undertake from time to time during the period of this engagement. Additionally, you shall adhere to the Accreditation standards of the National Accreditation Board for Hospitals and Healthcare Providers (NABH) or Joint Commission International (JCI) as maybe applicable to the Hospital from time to time.
- It will be obligatory on your part to ensure compliance to the applicable, Code of Conduct of the Medanta Hospital, MCI Code of Ethics, Code of Ethics of any association or Healthcare Foundation of India of which the Company is a member and agree to follow and adhere the same in letter and spirit, Standard Operating Procedures, Quality Standards, Safety Standards, Clinical protocols or any other protocols/guideline as applicable in Medanta Hospital and requirements laid down by the Company from time to time for implementation and to also ensure compliance to statutes, regulations and requirements laid down by various regulatory and statutory bodies.
- You will maintain financial discipline which inter alia, prohibits receipt of cash from the patient (s) and direct billing be done by any doctor to the patient. You agree to abide by the financial protocols and processes to give efficiency to the same.
- The decision of the Company on any clinical operational or commercial matter with respect to your engagement as a Medical Consultant shall be final and binding.
- In case you have to attend any medical conference or workshop for gaining awareness about new techniques and developments in his area of specialization you shall inform the Clinical HOD/ Medical Superintendent/ Medical Director before proceeding for the event.
- The Company shall have a regulated policy on tariffs. You shall be bound by the schedule of charges that the Hospital commits to cash patients/ insurance/ corporate /government/ charitable institutions etc. Proportionate discounts, as applicable, shall be adjusted or shared against the payable professional fees.
- You shall provide to the Company complete information with respect to any new/ pending professional litigation case/s against you.
- You will be entitled in your capacity to use social media in respect of your specialized skills and medical knowledge for the benefit and awareness of the public at large. In this regard you will follow the social media usage guidelines as may be issued by the Company.

## 15. NON-SOLICITATION:

- (a) You agree and undertake that you will not (without the prior written consent of the Company) during the subsistence of this engagement whether as principal or agent, and whether alone or jointly with, or as a director, manager, partner, shareholder, employee or consultant of any other person, firm, company or organization, directly or indirectly solicit, divert or attempt to solicit or divert for your benefit or on behalf of any other person, firm, corporation, partnership or any other entity, either directly or indirectly (including solicitation through a managed care plan) any patient for whom we have performed any services during the period of your engagement with the Company.
- (b) You acknowledge that the Company has a unique and valuable interest in its list of patients, its investment in its physicians and its referral base and its confidential information and intellectual property and that the above covenants are necessary to protect those interests.





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(c) You agree that, having regard to all the circumstances, the restrictions contained in this appointment letter are reasonable and necessary for the protection of the Company and that they do not bear harshly upon you and the Parties agree that:

- (i) each restriction shall be read and construed independently of the other restrictions so that if one or more is found to be void or unenforceable as an unreasonable restraint of trade or for any other reason the remaining restriction shall not be affected; and
- (ii) if any restriction is found to be void but would be valid and enforceable if some part of it were deleted, that restriction shall apply with such deletion as may be necessary to make it valid and enforceable.

## 16. STUDIES:

While in service you will not engage yourself in any studies or professional courses without prior written permission, which shall be granted on the sole discretion of the Company.

## 17. CHANGE IN PARTICULARS:

Any change in particulars already registered by you must be communicated immediately to the Management in writing.

## 18. COMMUNICATION:

Any communication sent to you at the last known postal address/e-mail address as intimated by you in writing to the Management shall be deemed to have been received by you and the Management shall act accordingly.

## 19. TERMINATION:

After confirmation, your services can be terminated by giving notice of 6 (six) months from either side.

While you are in the employment of the Company, you may be given or handed over Company's property, equipment and/or confidential information for official use and you shall take care of them including their upkeep. On cessation of your employment with the Company by way of termination, retirement or otherwise, you shall return all such property, equipment, documents, books, papers, confidential information relating to the affairs of the Company which is entrusted or confided to you or becomes known to you in course of your employment.

You shall upon completion or termination of the engagement hereunder for any reason whatsoever, immediately deliver to Medical Director/ Medical Superintendent as Company's authorized representative all correspondence, documents, papers and property belonging to the Company which may be in your possession or under your control in your capacity as the Medical Consultant including without limitation all the creations (including New IP) that may be in your possession in your capacity as the Medical Consultant. You shall not keep any copies of these items nor distribute the same to any party without the prior written authorization of the Company.

## 20. PAYMENTS AND DISPUTES:



# Global Health L i m i t e d

All payments under this contract of employment or otherwise shall be due and payable only at Delhi/ Gurgaon. In case of payment made at any time at a place other than Delhi/ Gurgaon, it shall not be construed as a waiver of the stipulation that all payments are due and payable at Delhi/ Gurgaon only.

Similarly, all disputes of any kind, including disputes regarding any claims or demands, whether under this contract of service or otherwise arising out of your employment shall also be litigated in the Courts at Delhi/ Gurgaon and nowhere else.

You will in all respects be governed by the Company rules and regulations, applicable to your category of medical professionals. Any breach, non-conformity or non-observance of any of the Company's rules, regulations, policies or directives would render you liable for action as deemed fit by the Company.

In case the terms and conditions expressly enumerated herein before are acceptable to you, please sign the duplicate copy of this letter on all pages in token of your having understood the aforesaid and having accepted the same.

We welcome you to GLOBAL HEALTH LTD. and wish you a happy and long stay with us.

Very truly yours,  
for GLOBAL HEALTH LTD.

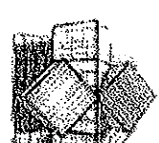
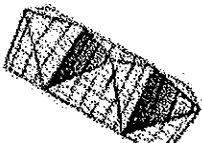
AUTHORISED SIGNATORY

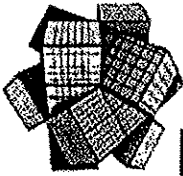
Acknowledged:

NAME OF EMPLOYEE:

SIGNATURE:

A handwritten signature in cursive script, underlined.





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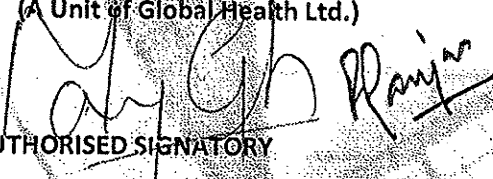
## ANNEXURE A PROFESSIONAL FEES

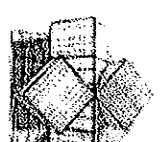
In consideration of services/consultancy rendered by you, you shall be entitled to :

- Fixed Salary of Rs.14,00,00,000/- per annum (Rupees Fourteen Crore Only) per annum.
- You shall be entitled to perquisites in form of provision of two company provided cars with fuel and driver(s), mobile / telephone facility, reimbursement of traveling, boarding and lodging expenses, seminar expenses, 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.

Yours faithfully,

For Medanta - The Medicity Hospital, Gurgaon  
(A Unit of Global Health Ltd.)

  
AUTHORISED SIGNATORY

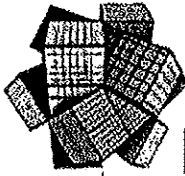


## ANNEXURE B

### FACULTY PRACTICE PLAN

#### Salient features of the Faculty Practice Plan

- Your participation in the department FPP will be effective August 1, 2021.
- All doctors in your department/unit with the designation Associate Consultant or above will form part of a group to be defined as the '**Consultant Pool**'. Any doctor or equivalent (e.g., physicist, scientist, diabetic educator, physiotherapist) irrespective of designation, who draws a salary higher than the prevailing salary of a 3rd year SR/DNB or equivalent [currently set at Rs:1,00,000. (Rupees One Lakh Only)] will also be assumed to be part of the 'Consultant Pool' of doctors.
- From the total bill of the patient the Company will calculate the component of the bill that pertains to doctor professional fees (typically, surgeon fees or procedure fees, IPD visit charges, OPD doctor visit charges, etc.). The sum total of these fees, net of any discounts and deductions, will be defined as '**Doctor Component of Revenue**'.
- From the 'Doctor Component of Revenue' a defined percentage will be identified and will be called the '**Doctor Pay-out**' and will be considered to be the amount available as variable FPP distribution to the 'Consultant Pool'.
- The Doctor Pay-out percentage will be as follows:
  - OPD consultation/IPD Visit/ICU visit 80 : 20 %
  - Surgeon fees, procedures (OPD/IPD) 80 : 20 %
- From the 'Doctor Pay-out' the total fixed professional fees or fixed pay of all the individuals in the 'Consultant Pool' will be deducted and any amount remaining will be paid out as '**Variable Pay**' to the Consultant Pool on a quarterly basis.
- The final 'Variable pay' will be paid out based on actual collections (credit billing will be paid/adjusted as and when collected) and credit deductions will be proportionately reduced.
- 'Variable Pay' will only be paid out if this Endearment Letter is still valid and no termination notice has been received from either side on the date of the proposed payment.
- Your individual share in the Variable Pay will be calculated by the department HOD along with the Medical Director/Medical Superintendent/HR after factoring in the following criteria:
  - Fixed professional fees
  - Individual contribution to the 'Doctor Component of Revenue'.
  - Evaluation of your performance, which will include, clinical quality and outcomes, contribution to clinical volume, contribution to department/team building, outreach efforts, academic and research involvement and patient feedback. This evaluation will be conducted

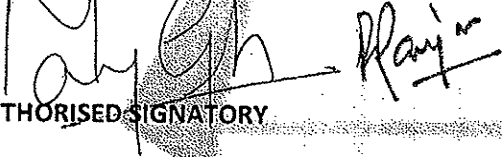


# Global Health L i m i t e d

by the department HOD along with the Medical Director/Medical Superintendent/HR and other members of the leadership/management team as appropriate.

- Ethics, values and compliance to the terms of this Endearment Letter as well as policies and practices of the Company

Yours faithfully,  
For Medanta - The Medicity Hospital, Gurgaon  
(A Unit of Global Health Ltd.)

  
AUTHORISED SIGNATORY



**Certified True Copy**

