LETTER OF APPOINTMENT AS NON-EXECUTIVE INDEPENDENT DIRECTOR

Date:

Dear Mr/Ms _______________

Sub: Appointment as Independent Director

I am pleased to inform you that upon the recommendation of the Nomination and Remuneration Committee, the Board of Directors ('the Board') of Aragen Life Sciences Limited ('the Company') has on __________________, approved your appointment as an independent director of the Company ("Independent Director"). This letter sets out the terms of your appointment.

1. **Appointment**

You will serve as an Independent Director of the Board from _____________up to ____________. Your appointment is subject to the approval of shareholders.

2. Board committees

During the tenure of your office as an Independent Director, you may be required to serve on one or more of the committees of the Board established by the Company.

3. Functions

The Board expects you to perform such functions/duties as prescribed under the Companies Act, 2013, applicable SEBI regulations, Articles of Association of the Company, listing agreement (post listing) and any other Act, Law, Rules Regulations, etc., as may be in force ("Relevant Law").

4. Code of Conduct & other compliances

You are expected to contribute to the Company's overall success commensurate with both the functions of your role and your knowledge, skills, and experience. You will have to perform duties as prescribed under the Companies Act and any other relevant regulations. You will have to adhere to the "Code of Conduct for Directors and Senior Management", and such other requirements as the Board of Directors may from time to time specify as applicable to the Company.

Considering all other commitments you may have, it is expected that you can, and will, devote sufficient time to your duties as an independent director. The Board expects you to adhere to high standards of professional conduct in the fulfilment of your responsibilities that will promote the confidence of the shareholders, particularly minority shareholders, the investment community, and regulators.

Unless specifically authorized to do so by the Board, you will not enter into any legal or other commitment or contract on behalf of the Company.

5. Fees

A remuneration of Rs.______________ per annum will be paid to you as approved by the Board and the shareholders.

6. D & O Insurance

The Company maintains a Directors and Officers insurance policy (D & O policy) up to Rs.75 Crores, to pay for the personal liability of directors and officers for claims made against them while serving on the Board and/or as an officer of the Company.

7. Memberships of other boards

You are expected not to serve on competing companies' boards. Apart from the limitations specified in Relevant Law and good corporate governance practices, there are no other additional limitations.

8. Dealing in shares and Code of Conduct

Directors are prohibited from dealing in the Company's listed securities during the period when the trading window is closed. Further, directors, being designated officers of the Company for insider trading guidelines, are to pre-clear all trades (buy/sell/gift) from the CEO of the Company and the Compliance Officer. You are required to comply with the applicable insider trading laws and regulations, the Company's Code of Conduct for Prevention of Insider Trading, and the Code of Conduct and Ethics.

9. Publicity

Your Name and biography may be listed on the company's website under a section titled 'Leadership, as well as other PR/marketing materials. All outbound material will be put out only after formal approval from you.

10. Conflict of Interest

As prescribed by the Companies Act, you are required to declare your directorships and interests in other companies and bodies corporate to the Board in writing in the prescribed form annually. If any changes in the directorships/interests or circumstances might give rise to a conflict of interest, appropriate disclosure should be made to the Company. You shall disclose your interest in any transaction or arrangement that Aragen has entered or intends to enter.

You are also required to intimate the Company of any change in your independent status.

11. Confidentiality

All information that you come across relating to the Company and its plans, is confidential to Aragen and should not be released, communicated, or disclosed to third parties without prior clearance of the Board of Aragen unless required by law or by the applicable regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by Aragen.

You should avoid making any statements or performing any transactions that might breach the confidentiality requirements without prior clearance from the Board of Aragen.

12. Mechanism for evaluating Board members

An annual Board evaluation to assess the performance of the Board as a whole, its committees, and individual Board members will be undertaken.

Please acknowledge receipt and acceptance of the terms of this letter by signing and returning a copy of this letter.

I am confident that your association, expertise, and advice will immensely benefit the Company and the Board.

Best Regards,
Yours sincerely,

(____________________)
Chairman of the Board

AGREE AND ACCEPT

I have read and understood the terms of engagement of my appointment as Non-Executive Independent Director of Aragen Life Sciences Limited and I hereby affirm my acceptance of the same.

(_______________________)