

[Date]

To

[Name and address of the Independent Director]

Dear Sir / Madam,

Subject : **Appointment as an Independent Director of HDFC Life Insurance Company Limited**
("Company")

We are pleased to inform you that at the Annual General Meeting held on [●], shareholders have approved your appointment as an Independent Director of the Company w.e.f. [●].

This letter is being issued in accordance with the requirements of Schedule IV to the Companies 2013 Act, 2013, ("the Act") pertaining to the Code of Independent Directors and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations").

This letter sets out the terms and conditions of your appointment as an Independent Director of the Company.

• **Terms of Appointment**

Your appointment will be for a period of [●] and shall take effect from [●]. As an Independent Director you will not be liable to retire by rotation.

Your re-appointment at the end of the term shall be based on the recommendation of the Nomination & Remuneration Committee and shall be subject to the approval of the Board and the shareholders.

Your re-appointment would be considered based on the outcome of the performance evaluation process and you continuing to meet the independence criteria.

You may be requested to be a member / Chairman of any one or more Committees of the Board which may be constituted from time to time.

Notwithstanding any other provisions of this letter, your appointment may be terminated at any time by the Company in accordance with the Company's Articles of Association and the Companies Act, 2013 including any amendment, modification, variation or re-enactment thereof. Upon such termination or resignation for any reason, you shall not be entitled to any damages for loss of office and no fee will be payable to you in respect of any unexpired portion of the term of the Appointment.

You are considered to be an Independent Director and will be identified as such in the annual report, public disclosures and other documentation. If circumstances change, and you believe that your independence may be in doubt, you should discuss this with the Chairman as soon as practicable.

- **Duties**

As a member of the Board along with other Board members, you shall be responsible for fulfilling key functions and duties, as set out under section 149(6), 166 read with Schedule IV of the Act, Listing Regulations and more particularly set out under Annexure – I of this Letter. You will provide guidance in your area of expertise and shall strive to avoid the occurrence of any events specified under Sections 164 and 167 of the Act regarding disqualification and vacation of office.

- **Expectations of the Board**

As an independent director on the Board of the Company, you shall be expected to adhere to the guidelines for professional conduct and role /functions as detailed in Schedule IV of the Act and Regulations 4 of the Listing Regulations, more particularly set out under Annexure – II of this letter.

- **Time Commitment**

Considering the nature of the role of a director, it is difficult for a company to lay down specific parameters on time commitment. You agree to devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities as an Independent Director.

- **Remuneration**

As an Independent Director you shall be paid sitting fees for attending the meetings of the Board and the Committees of which you are a member. The sitting fees would be as determined by the Board from time to time. In addition to the sitting fees, commission that may be determined by the Board may also be payable to you

Further, the Company may pay or reimburse to you such expenditure, as may have been incurred by you while performing your role as an Independent Director of the Company. This could include reimbursement of expenditure incurred by you for accommodation, travel and any out of pocket expenses for attending Board/ Committee meetings, General Meetings, court convened meetings, meetings with shareholders/ creditors/ management, site visits, induction and training (organized by the Company for Directors) and in obtaining professional advice from independent advisors in the furtherance of your duties as an Independent Director, subject to the expense being reasonable.

- **Directors' and Officers' Liability Insurance**

The Company will take an appropriate Directors' and Officers' Liability Insurance policy and pay the premiums for the same. It is intended to maintain such insurance cover for the Term of your appointment, subject to the terms of such policy in force from time to time. A copy of the policy document will be supplied to you on request.

- **Performance Appraisal / Evaluation Process**

As a member of the Board, your performance as well as the performance of the entire Board and its Committees will be evaluated annually. Evaluation of each director shall be done by all the other directors. The criteria for evaluation shall be disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall be a constructive

mechanism to improve the effectiveness of the Board / Committee.

- **Dealing in shares and Code of conduct**

You will comply with the relevant acts / rules / regulations as may be issued by Securities and Exchange Board of India, Ministry of Corporate Affairs, the Companies Act, 2013, The Insurance Regulatory and Development Authority of India and various Policies of the Company and such other requirements as the Board of Directors may from time to time specify.

Directors are prohibited from dealing in the Company's shares during the period when the trading window is closed. Further, directors, being designated persons of the Company for the purpose of insider trading guidelines, are required to pre-clear all trades from the Company Secretary and Compliance Officer.

A copy of all the codes and policies of the Company is provided at Annexure III.

- **Disclosures, other directorships and business interests**

During the Term, you agree to promptly notify the Company of any change in your directorships, and provide such other disclosures and information as may be required under the applicable laws. You also agree that upon becoming aware of any potential conflict of interest with your position as Independent Director of the Company, you shall promptly disclose the same to the Chairman and the Company Secretary. By signing this letter, you hereby confirm that as on date of this letter, you have no such conflict of interest issues with your existing directorships.

During your Term, you agree to promptly provide a declaration under Section 149(7) of the 2013 Act and Regulation 25(8) of SEBI LODR confirming that you meet the criteria of independence as provided in Section 149(6) of the 2013 Act and Regulation 16(1)(b) of SEBI LODR and that you are not aware of any circumstance or situation, which exist or may be reasonably anticipated, that could impair or impact your ability to discharge your duties with an objective independent judgment and without any external influence. This declaration shall be submitted 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.

- **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 and any Group Companies with which you come into contact by virtue of your position as an Independent Director of the Company. Consequently you should avoid making any statements that might risk a breach of these requirements without prior clearance from the Chairman or Company Secretary.

- **Changes of personal details**

During the Term, you shall promptly intimate the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

- **Disengagement**

You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by you in the notice, whichever is later. Your directorship on the Board of the Company shall cease in accordance with prevailing law. If at any stage during the term, there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the Act read with the rules framed thereunder or Regulation 16(1)(b) of Listing Regulations, you agree to promptly submit your resignation to the Company with effect from the date of such change.

- **Acceptance of Appointment**

Please confirm your acceptance of the above terms by signing and returning the enclosed duplicate copy of this letter.

We are confident that the Board and the Company will benefit immensely from your vast experience and insightful contributions.

Yours sincerely,

For HDFC Life Insurance Company Limited

Name : [●]

Designation: [●]

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 :

Place :

Date :