Marksans Pharma Ltd.

Mr. Srinivas Mishra
A 803, Raheja Ridgewood
Shri Ram Mandir Road
Goregaon(E), Mumbai-400063

20 May 2025

Dear Mr. Mishra,

I am writing to inform you that the Board of Directors of the Company has at its meeting held on 19th May, 2025 appointed you on the Board of Directors of the Company as an Additional Director in the category of Non-executive and Independent for a term of five (5) consecutive years effective from 1st April, 2025 subject to approval of the shareholders in the ensuing Annual General Meeting of the Company. This letter of appointment sets out the terms and conditions covering your appointment which are as follows:

1. Appointment

1.1 You have been appointed as a Non-executive Independent Director on the Board of Directors of the Company for a term of five (5) consecutive years commencing from 1st April, 2025 and you will not be liable to retire by rotation. Your appointment is subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and the SEBI Listing Regulations.

1.2 The term Independent Director should be construed as defined under the Companies Act, 2013 and SEBI Listing Regulations.

1.3 The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which are consistent with the Companies Act, 2013 and SEBI Listing Regulations. Accordingly, in addition to the terms and conditions contained here in this letter, your appointment will be regulated by the relevant provisions of the Companies Act, 2013 and Rules framed thereunder as well as SEBI Listing Regulations.

2. Committees

The Board of Directors (the Board) may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. Your appointment on such Committee(s) will be subject to the applicable regulations.

3. Time Commitment

3.1 As a Non-executive Director you are expected to bring objectivity and 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, and risk management as well as ensuring high standards of financial probity and corporate governance. You will be expected to attend Board and Board Committee meetings to which you may be appointed and Shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively. Ordinarily, all meetings are held in Mumbai.

Marksans Pharma Ltd.
CIN : L24110MH1992PLC066364
11th Floor, "GRANDEUR", Opp. Gundecha Symphony, Veera Desai Extension Road, Oshiwara,
Andheri (W), Mumbai - 400 053 • Tel.: +91 22 4001 2000
www.marksanspharma.com

4. Role and Duties
Your role and duties will be those normally required of a Non-executive Independent Director under the Companies Act, 2013 and SEBI Listing Regulations.

5. Code of Conduct
You will require to abide by the requirements under the "Code of Conduct for Directors and Employees" and "Code of Conduct to Regulate, Monitor and Report and Trading in Securities of Marksans Pharma Limited" framed by the Company. Consequently, you should avoid making any statements or performing any transactions that might risk a breach of these requirements. Further, you will also abide by the standards prescribed for independent directors under Schedule IV of the Companies Act, 2013. The above codes are attached herewith for your information and observance.

6. Status of Appointment
You will not be an employee of the Company, and this letter shall not constitute a contract of employment.

7. Fees
You will be paid such remuneration by way of setting fees for attending meetings of the Board and its Committees as may be decided by the Board from time to time. Currently you will be paid a sitting fee of Rs. 1,00,000/- for all the meetings of the Board and/or Committees actually attended by you during a calendar quarter.

8. Reimbursement of Expenses
In addition to the remuneration described in paragraph 7 above, the Company will, during the term of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in attending any Board and/or Committee meetings convened outside Mumbai.

9. Conflict of Interest
9.1 It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition for your appointment commencing, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment and after any changes therein.

9.2 In the event that your circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgment that you are not independent, this should be disclosed to both the Chairman and the Secretary.

10. Confidentiality
All information acquired during your appointment is confidential to the Company and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by the rules of any stock exchange or regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by the Company during the term of your appointment.

11. Insurance
MARKSANS has Directors' and Officers' liability insurance, and it is intended that MARKSANS will assume and maintain such cover for the full term of your appointment.

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12. Disclosure of Interest

The Company will include in its Annual Accounts a note of any material interest that a director may have in any transaction or arrangement that the Company has entered into. Such interest should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contracts with a particular person, firm or company, is acceptable.

13. Termination

a. You may resign from your position at any time should you wish to do so by serving a reasonable written notice to the Board.

b. Continuation of your appointment is contingent on your getting elected by the shareholders in accordance with provisions of the Companies Act, 2013 and the Articles of Association of the Company, from time to time in force. You will not be entitled to compensation if the shareholders do not elect you at any time.

c. Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.

14. Governing Law

Your appointment is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of Mumbai courts only.

If you are willing to accept these terms relating to your appointment as a Non-executive Independent Director of the Company, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Yours sincerely
For and on behalf of Marksans Pharma Limited

Mark Saldanha
Chairman

I hereby acknowledge receipt of and accept the terms set out in this letter.

(Srinivas Mishra)

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