

LETTER OF APPOINTMENT

PRIVATE AND CONFIDENTIAL

To,
Mr/Ms. _____

Date:

Dear Sir/Madam,

Subject: Invitation to join the board of directors of Swiggy Limited as an Independent Director.

On behalf of Swiggy Limited (“Company”), it gives me great pleasure to invite you to become a member of the Board of Directors of the Company (“Board”) as an Independent Director of the Board.

This letter sets out the main terms of your appointment, which are as follows:

1. Appointment

- 1.1 Subject to the remaining provisions of this letter and applicable laws, your appointment shall be for an initial term of 3 years from the date of your appointment, unless terminated earlier in accordance with this letter and the Companies Act. Your appointment will be effective upon your appointment by the Board as an additional director and thereafter subject to the ratification of shareholders of the Company as required under the Companies Act. For the avoidance of doubt, the term “Independent Director” should be construed as defined under the Companies Act, 2013 and the rules made thereunder (including any amendments and re-enactments thereof) (“Companies Act”), the applicable provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, (including any statutory modification(s) or re-enactment(s) thereof, for the time being in force) as and when it becomes applicable to the Company; and other laws which will be applicable to the Company from time to time.
- 1.2 Your appointment will be in accordance with and subject to the Companies Act, the Articles of Association of the Company and other applicable laws.
- 1.3 As an Independent Director you are not liable to retire by rotation and will be a non-executive director.
- 1.4 You shall be discharging the role of an Independent Director on the remuneration set out in this letter.
- 1.5 You may be required to serve on one or more Committees of the Board including Chairing of such committees as and when required. You will be provided with the relevant terms of reference on your appointment to such Committees.

SWIGGY LIMITED

(formerly known as “Swiggy Private Limited” and “Bundl Technologies Private Limited”) | CIN: U74110KA2013PLC096530

www.swiggy.com | T: 080-68422422

Registered & Corporate Office: No.55 Sy No.8-14, Ground Floor, I&J Block, Embassy Tech Village, Outer Ring Road, Devarbisanahalli, Bengaluru - 560103

2. Time commitment

- 2.1 As an Independent Director, we look forward to your bringing objectivity and independence to the Board's discussions and to help the Board with effective leadership in relation to the Company's strategy, performance, and risk management. Without limitation, your duties will include attending Board meetings, attending Committee meetings, Shareholders' meetings, and such other meetings of the Company to which you may be invited. Board/Committee meetings are normally held at the Company's registered office in No.55 Sy No.8-14, Ground Floor, I & J Block, Embassy Tech Village, Outer Ring Road, Devarbisanahalli, Bengaluru – 560103, but may also take place in other locations upon Board agreement. Subject to the provisions of the Companies Act, the Company will make a video conferencing options available for Board / Committee meetings.
- 2.2 By accepting this appointment, you confirm that taking into account all of your other commitments, you are able to allocate sufficient time to the Company to discharge your responsibilities effectively.

3. Roles and duties

- 3.1 You are expected to perform your duties (whether statutory, fiduciary, or common law) faithfully, diligently and to a standard commensurate with the functions of your role and your knowledge, skills, and experience.
- 3.2 You shall exercise your powers in your role as an Independent Director having regard to relevant obligations under prevailing law and regulation, including the Companies Act and the rules prescribed thereunder as well as other regulatory requirements governing the Company.
- 3.3 You shall abide by the "Code for Independent Directors" as outlined in Schedule IV to Section 149(8) of the Companies Act and duties of Directors provided in the Companies Act and other applicable laws.
- 3.4 Unless the Board specifically authorises you to do so, you shall not enter into any legal or other commitment or contract on behalf of the Company.

4. Status of appointment and remuneration

- 4.1 You will not be an employee of the Company and this letter shall not constitute a contract of employment.
- 4.2 Subject to applicable provisions of the Companies Act and applicable laws, you will be paid the following:
- (a) Sitting Fees (for Board and Committee meetings): INR _____ per meeting, payable within 7 calendar days from the date of the relevant meeting.
- (b) Commission: INR _____ per financial year payable within 30 calendar days from the end of the financial year, subject to the following:

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- (i) In case of termination of your appointment on account of your resignation, expiry of term or any other reason during a financial year, Commission due for the FY in which termination occurs will be pro-rated for the period up to the date of termination and will be paid within 30 days from the date of termination.

4.3 Your remuneration is subject to any applicable tax deduction at source and the overall ceiling on director remuneration prescribed under the Companies Act, 2013. All income taxes payable on your remuneration are your sole liability.

4.4 The Company shall reimburse you for (or at the Company's discretion, pre-pay) all reasonable and properly documented expenses that you incur for participation in meetings of the Board, Committees or Shareholders and in performing the other duties of your office. All payments are subject to appropriate applicable taxes.

4.5 The Company will reimburse you for all reasonable expenses in connection with your travel and accommodation for attending Board and Committee meetings.

5. Outside interests

5.1 As a condition precedent to commencement of your appointment, you are required to declare any directorships and other interests to the Board in writing in the prescribed form. In the first Board meeting in which you participate as a Director of the Company and thereafter 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, you shall give a declaration that you meet the criteria for independence as specified in Section 149 of the Companies Act.

5.2 It is accepted and acknowledged that you may have business interests other than those of the Company and you have declared any conflicts that are apparent at present. If you become aware of any further potential or actual conflicts of interest, these should be disclosed to the Board as soon as you become aware of them.

5.3 You must also ensure that you make appropriate disclosures as may be required by the Companies Act and other applicable laws in order to avoid any conflict or to ensure effective statutory reporting of related party transactions.

6. Confidentiality

You acknowledge that all information pertaining to the Company acquired prior to and during the course of the discharge of your function as Independent Director is confidential and should not be released, communicated or disclosed to third parties or used for any reason, either during your appointment or following termination (by whatever means), without prior approval of the Board, unless required by applicable laws. In the later case, you would be required to suitably inform the Board of such an event or disclosure. You should also direct any media queries to the appropriate spokesperson within the Company. On reasonable request, you shall surrender any documents and other materials made available to you by the Company.

7. Inside information and dealing in the Company's shares

During your period of appointment, you are required to comply with the provisions of applicable regulations, guidelines and codes in relation to dealing in the Company's publicly traded or quoted securities, and any such other code as the Company may adopt from time to time which sets out the terms for dealings by Directors in the Company's publicly traded or quoted securities.

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8. Review process

The performance of individual Directors of the Company and the Board and its Committees will be evaluated annually. Your re-appointment on the Board after 3 years shall be subject to the outcome of such a yearly evaluation process.

9. Insurance and indemnity

The Company has availed Directors' and Officers' liability insurance and it intends to maintain such cover for the full term of your appointment.

10. Governing law and jurisdiction

Your appointment with the Company and any dispute or claim arising out of or in connection with this letter of appointment shall be governed by and construed in accordance with the law of India and the courts of Bangalore shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this appointment.

11. Termination

You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice to the board. Your appointment may also be terminated in accordance with the provisions of the Companies Act 2013.

Please indicate your acceptance of these terms by signing and returning the attached copy of this letter.

Yours sincerely,

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For and on behalf of Swiggy Limited

Managing Director & Group CEO

I confirm and agree to the terms of my appointment as set out in this letter.

Signed by _____

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