

## **TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTOR**

### **Appointment:**

- a) The appointment is maximum of 5 consecutive years for a term as per applicable provisions of the Companies Act, 2013 on non-rotational basis unless otherwise terminated earlier by either side in terms of Section 168 or Section 169 of the Act as applicable.
- b) He/She will strictly abide by the Code for independent Directors detailed in Schedule IV of the Act. The schedule IV is enclosed.
- c) The Board, in order to derive benefit out of his/her experience, may request and nominate He/She to serve on one or more Committees of the Board during his/her tenure.
- d) The Board expects He/She to dedicate sufficient time and attention towards the business affairs of the Company and participate actively / constructively in:
  - All meetings of the Board;
  - Committee(s) in which He/She is a member or Chairperson;
  - General meetings of the Company; and
  - Annual meeting of the Independent Directors.
- e) By accepting the Appointment, He/She confirm that He/She will be in a position to allocate sufficient time to meet the expectations of his/her role as an independent Director.

### **ROLE:**

- a) In addition to the role specified under Schedule IV of the Act, He/She is expected to bring an independent judgement to the Board's deliberations.
- b) He/She is further expected to provide an objective view in the evaluation of performance of Board and Management and further scrutinize the performance of Management in meeting agreed goals and objectives.

### **DUTIES:**

- a) He/She will adhere to the below mentioned Duties as specified under Section 166 of the Act in addition to the duties mandated under Schedule IV of the Act:
  - i. Subject to the provisions of this Act, He/She shall act in accordance with the Articles of Association of the Company.
  - ii. He/She shall act in good faith in order to promote the objects of the Company for the benefit of its members as a whole, and in the best interest of the Company, its employees, the shareholders, the community and for the protection of environment.

- iii. He/She shall exercise his/her duties with due and reasonable care, skill and diligence and shall exercise independent judgement.
  - iv. He/She shall not involve his/herself in a situation in which He/She may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company. In case, if He/She has any interest in business other than the Company, He/She is required to declare such directorship and interests to the Board in writing within the prescribed time.
  - v. He/She shall not achieve or attempt to achieve any undue gain or advantage either to his/her self or to his/her relatives, partners, or associates and if found guilty of making any undue gain, He/She shall be liable to pay an amount equal to that gain to the Company.
  - vi. He/She shall not assign his/her office and any assignment so made shall be void.
- b) In addition to the above, He/She shall abide by the Code of Conduct devised by the Company for the Board and Senior Management.

**LIABILITIES:**

- a) As an Independent Director of the Company, He/She shall have the same responsibility like any other Director on the Board. However, He/She shall be held liable, in respect of such acts of omission or commission of the Company which had occurred with his/her knowledge, attributable through Board processes, and with his/her consent or connivance or where He/She had not acted diligently.

**FEES / REIMBURSEMENT OF EXPENSES:**

- a) Subject to the provisions of the Act and Articles of Association of the Company, He/She will be paid a sitting fee of Rs. 10,000/- for attending every meeting of the Board as a Director. Further He/She will also be paid sitting fee (as fixed/modified by the Board from time to time) for attending every meeting of the Committee(s) of the Board. The Sitting fee payable shall be amended by the Board from time to time as it may deem appropriate, subject to overall limited prescribed in the Act/Rules as applicable at the time of amendment.
- b) He/She shall be paid travelling and other out of pocket expenses incurred in attending and returning from meetings of the Board of Directors or of any Committee thereof or in connection with the business of the Company. He/She are required to submit details of expenses together with appropriate receipts so incurred to the Company Secretary. Alternately the company will make arrangements if required.
- c) During his/her tenure of appointment, as an Independent Director, the Company may seek his/her professional advice / service if required on certain issues whenever appropriate.

**INSURANCE:**

The Company will use its endeavors to maintain appropriate Directors' and Officers' (D&O) liability insurance during his/her tenure as an Independent Director of the Company.

**OTHER COMPLIANCES:**

- a) During his/her tenure as an Independent Director He/She will comply with all applicable and related provisions of the Act, Listing Regulations (including any statutory or other modification or re-enactment thereof) and any other applicable law or regulation in force.
- b) He/She are requested to maintain the limits of Directorship / Committee membership / and Chairmanship as required under Section 165 of the Act read with the applicable rules made there under and as per Listing Regulations. Further He/She shall inform the Company about appointment / cessation of Directorship / Committee membership in the requisite format.
- c) At the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect his/her status as an Independent Director, He/She are required to give a declaration to that effect confirming that He/She meet the criteria of Independent (as required under Section 149(6) / 149(7) of the Act.)
- d) He/She are requested to furnish disclosure of interest to the Company as required under Section 184 and 164(2) of the Act as well as avoid any conflicts.
- e) He/She shall be required to attend the Annual Meeting of Independent Directors and discuss the agenda as provided in Schedule IV of the Act.
- f) During his/her tenure with the Company in case He/She get disqualified as provided in Section 164(1) of the Act, He/She are requested to intimate the Company.
- g) He/She is also requested to ensure that the conditions as prescribed under Section 167 of the Act are not attracted resulting in vacation of his/her office.

**CONFIDENTIALITY:**

- a) He/She acknowledge that all information acquired during his/her appointment is confidential to the Company and should not be released, communicated, nor disclosed either during his/her appointment or following termination (by whatever means), to third parties without prior clearance from the Board of Directors of the Company.
- b) His/her attention is drawn to the requirements under the law, applicable regulations towards disclosure of price sensitive information.
- c) Upon termination of his/her appointment with the Company (for whatever cause), He/She shall deliver to the Company all documents, records, papers or other company property which may be in his/her possession or under control, and which relate in any way to the business affairs of the Company, and He/She shall not retain any copies thereof.

**PUBLICATION OF LETTER OF APPOINTMENT:**

This Letter and any non-contractual obligations arising out of or in connection with this Letter are governed by, and shall be construed in accordance with, the laws of India.