

## **The terms and conditions of appointment of Independent Director are as follows:**

### **Appointment:**

The appointment of the Independent Director is for a consecutive period of ----- years for a term upto --- years commencing from ---- to ----- during which he /she will not liable to retire by rotation. His/Her tenure is subject to His/her meeting the criteria for being an Independent Director and not being disqualified to be a director under the applicable regulations.

His/Her performance as an independent director shall be evaluated as per the criteria laid down by the Nomination and Remuneration Committee. By signing the Letter of Appointment, he/she agrees to submit himself/herself to such evaluation.

His/Her re-appointment at the end of the term shall be based on the recommendation of the Nomination Committee, approval of the Board of Directors and the shareholders. His/Her re-appointment will be considered by the Board based on the report of His/her performance evaluation by the Board of Directors and he/she continues to meet the independence criteria. The re-appointment would require special resolution of shareholders and any other necessary approvals.

He/She may cease to hold the office of an independent director by:

- (a) giving written notice of resignation to the Company as well as to the Ministry of Company Affairs; or
- (b) on completion of His/Her term of office, as pursuant to the provisions of the Act and the Listing Agreement he/she is eligible for only 1(one) term of 5 years; or
- (c) on the happening of an event mentioned in the Act, or in the Articles of Association of the Company that results in vacation of office of a director; or
- (d) His/Her removal pursuant to the provisions of the Act.

### **Expectation of the Board**

He/She is expected to provide His/Her expertise and experience in the functioning of the Board and the Committees of the Board He/She may be appointed. In addition to routine board meetings, He/She should allow time for committee meetings, preparatory work and ensure that He/She is in a position to make the necessary overall time commitment.

He/She may be nominated to one or more committees of the Board and in such event He/she shall be provided with the relevant Committee's term of reference and any specific responsibilities.

As an independent director he/she should strive to hold and present in at least one meeting in a year without the presence of non-independent directors and members of management with the sole objective of:

- (a) Review the performance of non-independent directors and the Board as a Whole;
- (b) Review the performance of the Chairperson of the Company, taking into account the views of executive directors and non-executive directors.
- (c) Assess the quality and timeliness of flow of information between the Company management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

By accepting this appointment, he/she shall confirm that he/she is able to allocate sufficient time to meet the expectation of your role.

### **Role Duties and Responsibilities**

His/Her role and duties will be those normally required of a Non-Executive Independent Director under the Act and the Listing Agreement. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and the same are specified under Section 166 of the Act.

In addition to the above requirements, he/she is also required to discharge the duties, roles and functions as applicable to Independent Directors as stated under Schedule IV to the Act, as in force and as may be amended from time to time. While performing such duties, roles and functions, he/she will be required to abide by the 'Guidelines of Professional Conduct' as stated under the said Schedule.

### **Directors & Officers (D&O) Insurance**

Presently, the Company has no D&O liability insurance policy. However, if the Company takes such a policy then a copy of the same will be supplied to him/her on request.

### **Code of Conduct / Excluded Actions**

He/she will follow the Code of Conduct of the Company and furnish annual affirmation of the same.

He/she will apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the tenure as Independent Director or at any time after its cessation) any confidential information concerning the Company including any subsidiary or associate thereof with which he/she comes into contact by virtue of his/her position as a Director, except as permitted by law or with prior clearance from the Chairman of the Board.

Company would also like to draw his/her attention to the applicability of Securities & Exchange Board of India (Prohibition of Insider Trading) Regulation, 1992 (as enclosed), which inter-alia prohibits disclosure or use of unpublished price sensitive information. He/She should not make any statement(s) that might risk a breach of the requirements specified under the said statute unless the same is required under any law or the same is required for the purpose of compliance of any direction, order, etc. issued/given by any judicial authority. Additionally, he/she shall not participate in any business activity which might impede the application of his/her independent judgment in the best interest of the Company.

### **The list of actions that a director should not do while functioning as such in the Company:-**

He/She shall not

- i. Misuse the information in their possession for personal gains.
- ii. Engage in any way (both directly and indirectly) with the competitors
- iii. In any way indulge in activities which may construct as conflict of interest.

- iv. Break any law of the land or indulge or provoke the co-directors or employees to do the same.
- v. Enter into any contract or arrangements wherein /she is directly or indirectly interested.

The above list is only indicative and not exhaustive.

### **Remuneration:**

He/she will be paid such remuneration by way of sitting fees for attending the meetings of the Board and the Committees as may be decided by the Board from time to time, subject to approval of the shareholders, if required.

Further, the Company may pay or reimburse to him/her such fair and reasonable expenditure, as may have been incurred by him/her while performing his/her role as an Independent Director of the Company.

### **Induction and Development**

The Company shall, if required, conduct formal induction program for its Independent Directors.

The Company shall, as may be required, support Directors to continually update their skills and knowledge and improve their familiarity with the Company and its business. The Company will fund/arrange for training on all matters which are common to the whole Board.

### **Performance Appraisal / Evaluation Process**

As a member of the Board, his/her performance shall be evaluated annually. Evaluation shall be done by all the other Directors. The criteria for evaluation shall be determined by the Nomination & Remuneration Committee and 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.

### **General**

All the terms as mentioned above including his/her appointment, remuneration, professional conduct, role and functions, duties and evaluation shall be governed by the Companies Act, 2013 and Rules made thereunder and Corporate Governance requirements under the Listing Agreement, as amended from time to time.

### **Governing Law**

This agreement is governed by and will be interpreted in accordance with Indian law and his/her engagement shall be subject to the jurisdiction of the Indian courts