

Terms and Conditions of appointment of Independent Directors

The terms and Conditions of the appointment, which shall, in any event be subject to the provisions of the Companies Act, 2013 (“the Act”) are set out below.

1) Terms of Appointment

Your appointment as a Independent Director of the Company is for a term of XX years w.e.f.till

In compliance with provision Section 149(13) of the Companies Act, 2013, you are not liable to retire by rotation.

Your re-appointment at the end of the term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the Shareholders. The re-appointment would be considered by the Board based on the outcome of the performance evaluation process and the directors continuing to meet the independence criteria.

Your appointment is also subject to the maximum permissible directorships that one can hold as per the provisions of the Companies Act, 2013.

During the term of appointment, you will not be appointed in or associated with the Company in any other capacity, either directly or indirectly.

2) COMMITTEES

As approved by the board, you will be serving on the following committee of the board constituted by the company and / or on any other committee which the board may decide. Currently, the following Committees have been constituted:

- a. **Audit Committee** which assists the Company by providing oversight on all matters relating to financial management and controls, financial accounting, internal & external audit and reporting & disclosure requirements pertaining to the Audit Committee under applicable laws.
- b. **Nomination and Remuneration Committee** which assists the Board in the discharge of its responsibilities and oversight matters relating to the appointment, remuneration and performance of the Key Management Persons, senior executives and Directors of the Company, implementation & review of Nomination & Remuneration Policy. The Committee also ensures that the Board has the appropriate balance of skills, experience, independence and knowledge to enable it to effectively discharge its duties and responsibilities.
- c. **Corporate Social Responsibility Committee** which assists the Company by providing oversight on matters relating to the implementation of Corporate Social Responsibility (“CSR”) Policy, CSR Annual budget & implementation plan, activities to be undertaken for CSR and reporting & disclosure requirements pertaining to CSR Committee under applicable laws.

3) Professional conduct:

With reference to your directorship you shall:

1. uphold ethical standards of integrity and probity;

2. act objectively and constructively while exercising his duties;
3. exercise his responsibilities in a bona fide manner in the interest of the company;
4. devote sufficient time and attention to his professional obligations for informed and balanced decision making;
5. not allow any extraneous considerations that will vitiate his exercise of objective independent judgment in the paramount interest of the company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making;
6. not abuse his position to the detriment of the company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
7. refrain from any action that would lead to loss of his independence;
8. where circumstances arise which make an Independent Director lose his independence, the Independent Director must immediately inform the Board accordingly;
9. assist the company in implementing the best corporate governance practices.

4) Role and functions:

With reference to your directorship you shall:

1. help in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
2. bring an objective view in the evaluation of the performance of board and management;
3. scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
4. satisfy themselves on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
5. safeguard the interests of all stakeholders, particularly the minority shareholders;
6. balance the conflicting interest of the stakeholders;
7. determine appropriate levels of remuneration of Executive Directors, Key Managerial Personnel and Senior Management and have a prime role in appointing and where necessary recommend removal of Executive Directors, Key Managerial Personnel and Senior Management;
8. moderate and arbitrate in the interest of the company as a whole, in situations of conflict between management and shareholder's interest.

5) Duties:

With reference to your directorship you shall:

1. undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the company;
2. seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the company;
3. strive to attend all meetings of the Board of Directors and of the Board committees of which he is a member;
4. participate constructively and actively in the committees of the Board in which they are chairpersons or members;

5. strive to attend the general meetings of the company;
6. where they have concerns about the running of the company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board meeting;
7. keep themselves well informed about the company and the external environment in which it operates;
8. not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;
9. pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the company;
10. ascertain and ensure that the company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;
11. report concerns about unethical behaviour, actual or suspected fraud or violation of the company's code of conduct or ethics policy;
12. acting within his authority, assist in protecting the legitimate interests of the company, shareholders and its employees;
13. not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

6) Separate Meeting:

As per Schedule IV of Act, the Independent Directors of the company shall hold at least one meeting in a year without the attendance of non-independent directors and members of management so that they can have a complete discussion on the performance of the Company, risks faced by the Company, review the performance of Non-Independent Directors including the Chairperson and to assess the quality, quantity and timeliness of flow of information between the company management and the Board. Any Independent Director may preside over such meetings and you should strive to be present at such meeting.

7) Remuneration / Reimbursement of Expenses:

As an Independent Director, you will be entitled to receive sitting fees for attending every Board Meeting as approved by the Board of Directors from time to time. In addition to above you will also be entitled to get the reimbursement of expenditure that may be incurred for your participation in the meeting that could include reimbursement of expenditure incurred by them for accommodation, travel and any out of pocket expenses for attending Board/ Committee Meetings, General Meetings, Court Convened Meetings, Meetings with Shareholders/Creditors/Management

8) Independent Professional Advice

There may be occasions when Independent Directors consider that they need professional advice in furtherance of their duties as Director and it will be appropriate for them to consult independent advisers at the Company's expense. The Company will reimburse full cost of expenditure incurred in accordance with the Company's policy.

9) Resignation

Your directorship on the Board of the Company shall terminate or cease in accordance with law. Apart from the grounds of cessation of Directorship as specified in the Act, your Directorship may be terminated for violation of any provision of the Company's Code of Conduct as applicable to Independent Directors.

In case of resignation from the Directorship of the Company, you are requested to give 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 reappointment, resignation or removal shall be in the manner as provided under the provisions of Act, 2013.

10) Conflict of Interest

It is accepted and acknowledged that Independent Directors may have business interests other than those of the Company. As a condition to appointment, they are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of appointment.

In the event that 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 judgement that they are independent, this should be disclosed to both the Chairman and the Company Secretary.

11) Performance Appraisal / Evaluation Process

As members of the Board, their 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 evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board / Committee. The re-appointment of Independent Director shall be on the basis of report of performance evaluation.

12) Disclosure of Interest in other Entities

It is accepted and acknowledged that you may have business interests other than those of the Company. You will disclose your concern or interest u/s 184(1), in any company or companies or bodies corporate (including shareholding interest), firms or other association of individuals, by giving a notice in writing in Form MBP-1 and Certificate of Independence as per Section 149(7). Please ensure that the Company is kept informed of any changes to your interests.

13) Changes of personal details

During the Term, Independent Directors 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.

14) Confidentiality

All information acquired during appointment is confidential to the Company and shall not be released, either during appointment or following termination (by whatever means) to third parties without prior clearance from the Company unless required by law or any regulatory body.