

## Terms and conditions of appointment of an Independent Director

### **Terms of Appointment, subject to the Companies Act, 2013, SEBI Laws and Articles of Association of the Company.**

#### **Appointment**

The appointment of an Independent Director will be for a maximum term of upto five consecutive years, subject to the approval of the shareholders and annual performance evaluation in the Board. The Independent Director shall not be liable to retire by rotation.

During the tenure, the Independent Director may be requested to serve on one or more of the committees of the Board. Copies of the terms of reference for each of those committees will be provided at the appropriate time.

The Independent Director is requested to kindly peruse the Articles of Association to understand certain circumstances under which the appointment may cease.

#### **Role & Duties**

The Company attaches the highest importance to all-round perspective of an Independent Director while on the Board. The Company hopes to derive the benefit of vast experience of the Independent Director on business matters and in advising the Company as mentioned in Section 166 of the Companies Act, 2013 ("Act").

#### **Fees / Commission**

The Independent Director will be entitled to remuneration by way of sitting fees for attending meetings of the Board, or Committee thereof, or any other purpose as may be decided by the Board, together with reimbursement of expenses for participation in the Board and committee meetings. The Independent Director will also be entitled to profit linked commission as per applicable provisions of the Act. The profit linked commission which would be based on:

- Number of meetings attended.
- Role and contribution as member of the Board.
- Role and contribution as Chairperson / member of the Committee(s), as applicable.
- Overall contribution and time devoted outside meetings.

The fee for attending meetings of the Board or Committee (s) thereof will be as prescribed by the Act, subject to applicable approvals, if any.

#### **Reimbursement of Expenses**

The Company will reimburse the Independent Director for all reasonable out of pocket expenses incurred while carrying out his / her duties.

#### **Other Directorships and Business Interests**

The Board of Directors has an obligation to act in the best interest of the Company. While the Company acknowledges that the Independent Director may have business interests other than those of the Company, Independent Director is requested to inform the Company Secretary of any apparent situations that present a potential or actual conflict of interest. The Independent Director is requested to inform the Company on accepting Directorships of other companies.

In compliance with the requirements of the Act, Independent Director is required to make certain disclosures related to and/or which might affect his/her role as a Director. These include:

- Promptly advising details of any interests, or changes thereto, in the Company's securities;
- Provide a current list of related parties and companies in which he/she hold positions as Director or other positions.

#### **Code of Conduct & other Compliances**

During the appointment, the Independent Director would be required to comply with all relevant regulations as may be issued by the Government of India and other authorized bodies as set up by the Government on its behalf, including the Code for Independent Directors, Insider Trading Code, and such other requirements as the Board may specify from time to time.

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 will give a declaration to confirm that he/she meet the criteria of independence as provided under the Act and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

#### **Confidentiality**

As an Independent Director of the Company, he/she will be in possession of confidential information about the Company and its affairs. He/she may kindly use that information in the proper performance of duties only or as required by law.

Independent Director must apply the highest standards of confidentiality and not disclose to any person or company (during the course of the Appointment or within 3 (three) years after the cessation), any confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unless such disclosure is expressly approved by the Board or required by law.

#### **Performance Review Process**

As required by the law, the performance of Independent Director will be evaluated by the Board of Directors on an annual basis.

#### **Cessation**

On cessation of the Appointment, the Independent Director shall deliver to the Company all books, documents, papers and other property of or relating to the business of the Company or any Subsidiary/Associate company. The Company shall arrange disposal of papers which would no longer be required.

#### **Publication of the terms and conditions of appointment**

In line with provisions of Schedule IV of the Act and the requirements of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Company is required to disclose the terms and conditions of appointment on its website.