

Terms and Conditions of Appointment of Independent Directors of the Company

[Pursuant to the provisions of Section 149 read with Schedule IV of the Companies Act, 2013 (“the Act”)]

The broad terms and conditions of appointment of Independent Directors are as under:

1. Terms of Appointment

The term of appointment of an Independent Director (ID) of the Company is for a period of 5 consecutive years from the date of his/ her appointment. Independent Director is not liable to retire by rotation.

2. Role, Duties and Responsibilities

- Help in bringing an independent judgement on the Board’s deliberations especially on matters of strategy, performance, risk management, resources, key appointments and standards of conduct.
- Bring an objective view in the evaluation of the performance of the Board and Management, if evaluation provisions applicable.
- Scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance.
- Ensure the integrity of financial information and satisfy that financial controls and the systems of risk management are robust and defensible.
- Determine appropriate levels of remuneration for Executive Director(s), Key Managerial Personnel and senior management, if any. Where necessary may give recommendations for removal thereof in the best interest of the Company.
- Moderate and arbitrate in the interest of the Company as a whole, in situations of conflict between Management and Shareholders’ interest.
- Undertake appropriate induction and regularly update and refresh skills, knowledge and familiarize with the business of the Company. The Company will fund/arrange for training on all matters which are common to the Board.
- Seek appropriate clarifications or amplification of information and where necessary take and follow appropriate professional advice and the opinion of outside experts at the expense of the Company.
- Strive to attend all meetings of the Board and of the Board Committee(s) of which you are a member and the general meeting(s) of the Company.

- Participate constructively and actively in the committees of the Board in which they are chairpersons or members;
- 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;
- Keep yourself well informed about the Company and the external environment in which it operates.
- Pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure that the transactions are entered into in the interest of the Company.
- Report concerns about unethical behavior, actual or suspected fraud or violation of the Company's code of conduct or ethics policy.
- 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;
- ["acting within his authority"], assist in protecting the legitimate interests of the company, shareholders and its employees;
- 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.

3. Professional Conduct

- uphold ethical standards of integrity and probity;
- act objectively and constructively while exercising his duties;
- exercise your responsibilities in a *bona fide* manner in the interest of the company;
- devote sufficient time and attention to your professional obligations for informed and balanced decision making;
- not allow any extraneous considerations that will vitiate your 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;
- not abuse your 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;

- refrain from any action that would lead to loss of your independence;
- where circumstances arise which make an independent director lose your independence, the independent director must immediately inform the Board accordingly;
- assist the company in implementing the best corporate governance practices.

4. Code of Conduct

The Company has a well-defined Code of Conduct ensuring proper compliance with necessary regulations. Every Director is expected to abide by the Code of Conduct in complete letter and spirit.

5. List of actions that are prohibited while functioning as a director

While functioning as a Director of the Company, you shall not:

- Compromise or allow to compromise “Independence”
- Misuse the assets, property, information or any other matter that may be in possession, in the capacity as a Director of the Company.
- Engage in any way (both directly or indirectly) with the competitors.
- Unfairly obstruct the functioning of an otherwise proper Board or committee of the Board.

6. Remuneration

As an independent Director, you shall be paid sitting fees for attending the meetings of the Board or Audit Committee thereof, either personally or through video conference or other audio-visual means or for any other purpose whatsoever as may be decided by the Board of Directors.

The sitting fee or other fee as may be payable shall be subject to applicable tax deduction at source. In addition to the above, you will be entitled to reimbursement of all expenses for participation in the Board and other meeting.

7. Committees of the Board:

The Company has statutory Board Committees and you may be requested to be a member/chairperson of any one or more Committees of the Board;

8. Disclosures, Other Directorships and Business Interests

During the term of your appointment, you are requested to notify the Company, of any change in your directorships and such other disclosures and information as may be required under the applicable laws. You are also required to disclose any potential conflict of interest with your position as an Independent Director of the Company, which you may come across during the term of your appointment, to the Chairman.

During the term of your appointment, you are requested to provide a declaration under Section 149(7) of the Companies Act, 2013, at the first meeting of the Board held in every financial year and whenever there is any change in the circumstances which may affect your status as an Independent Director.

9. Change of personal details and updation

During the term of your appointment, you are requested to intimate the Chairman of the Company and the Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the Company and update your KYC details with the Registrar of Companies and provide proof of same to the Company.

10. Conclusion of tenure

Your directorship on the Board of the Company shall conclude on expiry of five years from the date of appointment. However, if you incur any disqualification in accordance with applicable laws before conclusion of tenure, your appointment shall be concluded before expiry of term.

You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation. The resignation shall take effect from the date specified by you in the notice. In case of resignation, you may file a copy of your resignation along with detailed reasons to the Registrar of Companies within thirty days of resignation.

If at any time during the term of appointment, due to any change in circumstances, your status as an independent director as envisaged in Section 149(6) of the Companies Act, 2013 is getting affected or you fail to meet the criteria of 'independence' as per the applicable section/rules/regulations, you have to submit your resignation to the Company with effect from date of such change.

Re-appointment at the end of the term shall be subject to the decision of the Board of Directors and approval of the shareholders of the Company.

11. Liability of Non-Executive Directors & Independent Directors:

Abiding by the provisions of the Act, being an independent director of the Company, you will be held liable, only in respect of such acts of omission or commission which have occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you have not acted diligently.