

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

Pursuant to the provisions of Schedule IV to the Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

TERM OF APPOINTMENT: -

- Your appointment as independent director of the Company is for a consecutive period up from to
- Your eligibility for re-election for another term would be as per the applicable provisions of the Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015
- The performance evaluation of independent directors shall be done by the entire Board of Directors, excluding the director being evaluated. Your re appointment will be on the basis of report of performance evaluation.
- The provisions for retirement by rotation at each annual general meeting of the Company shall not apply in your appointment.
- Notwithstanding anything contained herein, your appointment will cease immediately in case you incur any of the disqualification specified under section 164 of the Companies Act, 2013 or any other provisions contained therein, or by virtue of order of Court /Tribunal of competent jurisdiction in any proceeding unless an appeal is preferred by you against the order of the Court / Tribunal.

Duties, Liabilities and Expectations of Board

- You will be expected to perform your duties, whether statutory or fiduciary or otherwise faithfully, efficiently and diligently to a standard commensurate with both the functions of your role as an independent director and knowledge, skills and experience.
- You are expected to acquaint yourself with the Company's operations and businesses and update yourself regularly.
- You will exercise your powers in your role as an independent director having regard to the relevant obligations under relevant laws including Companies Act, 2013, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and other SEBI Regulations.
- You will have particular regard to general duties for the directors laid down under section 166 of the Act.
- As an independent director you will abide by the Code for independent directors under Schedule IV pursuant to section 149 of the Companies Act, 2013.

Liabilities

- Though the Board as a whole is collectively responsible for the conduct of business of the Company by directing and supervising its affairs in a responsible and effective manner, in your capacity as independent director you will be held liable in respect of such acts of omission or commission by the Company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you have not acted diligently.
- Any breach of duties specified or expected of you as an independent director may expose you to penal consequences as specified under the Companies Act, 2013 or any other applicable law in force.

Time Commitment

- You are expected to devote sufficient time as is necessary for the proper performance of your duties. This would depend on preparation for and attendance at :
 - Scheduled Board meetings
 - Annual General Meeting
 - Meetings of the independent directors
 - Familiarisation programs
 - Meetings, if any, as part of the Board evaluation process.
 - Additional Board, committee or shareholder meetings convened as and when deemed necessary.

- By accepting this appointment you undertake that taking into account all other commitments you may have, you are able to, and will, devote sufficient time to your duties as an independent director.
- As an independent director you shall endeavour to have at least one meeting in a financial year with other independent directors (without the attendance of nonindependent directors and members of management) to review the performance of the non-independent directors and the Board as a whole, including performance of the Chairman of the Board.
- You will also from time to time and at the meetings of the independent directors assess the quality, quantity and timeliness of flow of information between the Company management and the Board that is necessary for efficient performance of duty in your individual capacity as a director and by the Board collectively.
- You will not take any step or action that will bring or likely to bring disrepute to the Company or affect the Company's interest adversely.

Confidentiality

- The Company has a framed a Code of Conduct for Directors. You will abide with the code of Conduct and affirm compliance annually.

Jurisdiction

- Your engagement with the Company is governed by and shall be construed in accordance with the laws of India and your engagement shall be subject to the jurisdiction of the National Company Law Tribunal / Courts in India.

Amendments and modifications

- This letter constitutes the entire terms and conditions of your appointment and no waiver or modification thereof shall be valid unless in writing and signed by the parties hereto.
- If at any time you have any comments or questions relating to your position as an independent director you are welcome to contact the Company Secretary.
- On behalf of the Company and the Board, we look forward to your continued and valued participation in the Board deliberations and successful direction of Company's activities.