

Terms and Conditions of Appointment of Independent Directors**1. Appointment:**

- a) The appointment of independent directors shall be for an initial term of 5 (Five) years with effect, unless terminated earlier or extended as per the provisions of this letter or applicable laws. (Term). Their term of appointment is subject to their meeting the criteria for being an independent director and not being disqualified to be a director under the applicable regulations along with compliance with provisions of the Act.
- b) The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013. Accordingly, the Independent Directors will serve for not more than two terms of five years each on the Board of the Company.
- c) As an independent director they will not be liable to retire by rotation.
- d) Their appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013.
- e) Reappointment at the end of the term shall be based on the recommendations of the Nomination and Remuneration Committee and subject to approval of the Board and the shareholders. Their re-appointment would be considered by the Board based on the outcome of the performance evaluation process and them continuing to meet the independence criteria.
- f) The Board of Directors (the Board) may, if it deems fit, invite them for being appointed on one or more existing Board Committees or any such Committee that is set up in the future.

Further, the Board may reconstitute the composition of any or all the Committees, from time to time, and any such change shall be promptly communicated to them. In such an event they may also be required to serve on the other Committees of the Board.

2. Duties and Responsibilities:

Their duties and responsibilities will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

Role, Duties and Responsibilities

As a member of the Board they along with other Directors will be collectively responsible for meeting the objectives of the Board which includes:

- a) Complying requirements under the Companies Act, 2013;

- b) Accountability under Directors Responsibility Statement, they are expected to provide their expertise and experience inter alia in the field of strategic planning, Management and corporate governance including board best practices in the functioning of Board and committees in which They may be nominated;
- c) They shall act in good faith in order to promote the benefit of its members as whole, objects of the Company for and in the best interest of the Company;
- d) They shall discharge their duties with due and reasonable care, skill and diligence;
- e) They shall make full disclosures of their interest as per requirement of Section 184 of the Act;
- f) They shall abide by the Code for Independent Directors as outlined in Schedule IV to Section 149(8) of the Act and the duties of Directors as provided in the Act;
- g) They will be responsible in providing guidance in the area of their expertise;
- h) They shall promptly intimate the Company Secretary and Registrar of Companies in the prescribed manner regarding any change in personal details provided to the Company;
- i) They shall not achieve or attempt to achieve any undue gain or advantage either to their self or to their relatives, partners or associates;
- j) They shall not assign their office as Director and any assignments so made shall be void;
- k) They shall act in accordance with the Company's Articles of Association and Share Subscription - Cum - Shareholders Agreement;

3. Time Commitment:

- a) As a Non-Executive Director they are expected to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance and risk management as well as ensuring high standards of financial probity and corporate governance. They will be expected to attend Board, Board Committees to which they may be appointed and Shareholders meetings and to devote such time to their duties, as appropriate for them to discharge their duties effectively.
- b) By accepting this appointment, they confirm that they are able to allocate sufficient time to meet the expectations from their role to the satisfaction of the Board. They agree to devote such time as is prudent and necessary for proper performance of their role, duties and responsibilities as an Independent Director.

4. Remuneration:

The Independent Directors shall be paid sitting fees for attending the meetings of the Board and the Committees of which they are members. The sitting fees payable shall be determined by the Board from time to time.

5. Insurance:

The Company will take an appropriate Directors' and Officers' Liability Insurance Policy and pay the premiums for the same. It is intended to maintain such insurance cover for the term of their appointment, subject to the terms in force from time to time.

6. Code of Conduct:

- a) As an Independent Director of the Company, they agree to follow the Code for Independent Directors as set out in Schedule IV of the Act.
- b) They will apply the highest standards of confidentiality and not disclose to third party any information related to the Company except as permitted by law or prior clearance from the chairman or company secretary.
- c) Unless specifically authorized by the Company, they shall not disclose Company or business information to public constituencies such as the media, the financial community, employee, shareholders agents, franchisees, dealers, distributors and importers.

Their obligation of confidentiality shall survive the termination or cessation of their directorship with the Company.

Additionally, they shall not participate in any business activity which might impede the application of their independent judgement in the best interest of the Company.

7. Performance Appraisal / Evaluation Process:

As a Member of the Board, their performance as well as the performance of the entire Board and its Committees shall be evaluated annually. Evaluation of each director shall be done by all other directors. Actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board / Committee.

8. Disclosure, other Directorship and business interest:

During the term, they shall promptly notify the Company of any change in their directorships and provide such other disclosures and information as may be required under the applicable laws. They also agree that upon becoming aware of any potential conflict of interest with their position as

Independent Director of the Company, they shall promptly disclose the same to the Board of Director and the Company Secretary.

During the term, they agree to promptly provide a declaration under Section 149(7) of the Act, upon any change in circumstances which may affect their status as an Independent Director.

9. Changes of personal details:

During their term, they shall promptly intimate the Company Secretary and the Registrar of Companies, in the prescribed manner, of any change in address or other contact or personal details provided to the Company.

10. Termination:

Their directorship on the Board of the Company shall terminate or cease in accordance with law. Apart from the grounds of termination as specified in the Act, their directorship may be terminated for violations of any provisions of the code of conduct as applicable to Non-Executive Directors.

They may resign from 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 on which the notice is received by the Company or the date, if any, specified by them in the notice, whichever is later.

If at any stage during the term, there is any change that may affect their status as an Independent Director as envisaged in Section 149(6) of the Act or if applicable they fail to meet the criteria for “independence”, they agree to promptly submit their resignation to the Company with effect from the date of such change.

11. Cooperation:

In the event of any claim or litigation against the Company, based upon any alleged conduct, act or omission on their part during their term, they agree to render all possible assistance and cooperation to the Company and provide such information and documents as are necessary and reasonably requested by the Company or its counsel.