

# **TERMS & CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS**

## **ROLE**

1. The members shall help in bringing an independent judgment to bear on the Board's deliberations especially on issue of strategy, performance, risk management, resources, key appointment and standards of conduct.
2. The members shall scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance
3. The members shall safeguard the interest of all stakeholders, particularly the minority shareholders
4. The members shall balance the conflicting interest of the stakeholders
5. The members shall moderate and arbitrate in the interest of the company as whole, in situation of conflict between management and shareholder's interest.
6. The members shall abide by the 'Code for Independent Directors' as outlined in Schedule IV to Section 149 of the Companies Act, 2013, and duties of directors as provided in the act and in Clause 49 of the Listing Agreement.
7. The members are requested to provide guidance in their area of expertise.

## **DUTIES**

1. The members shall undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the Company.
2. The members shall seek appropriate clarification or amplification of information and where necessary, take and follow appropriate professional advice and opinion of outside experts at the expenses of the Company
3. The members shall strive to attend all meeting of the Board of Directors and Board committees.
4. The members shall strive to attend the general meetings of the Company.
5. The members shall not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board.

6. The members shall pay sufficient attention and ensure that adequate deliberations are held before approving related party transaction and assure themselves that the same are in the interest of the Company.
7. The members shall at all times, devote their full attention and skill to the affairs of the Company and will endeavor to their utmost ability to promote and advance the interests of the Company

## **EXPENSES**

1. The members shall be reimbursed all reasonable out of pocket expenses necessarily incurred in carrying out their duties in accordance with the Company's expenses policy as amended from time to time.

## **CODE OF CONDUCT**

1. During the Appointment members are required to comply with provisions of Companies Act, 2013 and such other requirements as the Board of Directors may from time to time specify.
2. During the period of service with the Company, members shall not indulge and/ or take part in any activity of formation of council and/or association or become a member being part of management staff which are found to be detrimental in the interest of the company in any way. Such an action shall be deemed as infringement to service conditions of the company and amount to causing damage to its interest and shall call for disciplinary action being taken against them, as it may deem fit and appropriate.

## **CONFIDENTIALITY**

1. The members shall not at any time during the continuance or after the termination of the members services with the Company irrespective of any reason for such termination, make use or disclose to any party either for members own benefit or for the benefit of any party (individual, firm, company, any trade or business), the affairs and confidential information of the Company or any of its related companies of which members have knowledge or become aware during the course of service with the Company.
2. The members shall under no circumstances make available services to any undertaking, or have any interest directly or indirectly in any other undertaking or activity which might interfere with the proper performance of their duties without first obtaining the written permission of the Company.

## **TRAINING AND DEVELOPMENT**

The Company may, if required, conduct formal training program for its Independent Directors and support Directors to continually update their skills and knowledge and

improve their familiarity with the company and its business. The Company will fund/ arrange for training on all matters which are common to the whole Board.

### **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 all the other directors. The criteria for evaluation shall be disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board/ Committee.

### **DISCLOSURES, OTHER DIRECTORSHIPS AND BUSINESS INTERESTS**

During the Term, the members shall agree to 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 Directors of the Company, they shall promptly disclose the same to the Chairman and the Company Secretary.

During the year, members shall agree to promptly provide a declaration under section 149(7) of the Companies Act, 2013, upon any change in circumstances which may affect their status as an Independent Director.

### **TERMINATION**

The Company shall be entitled to terminate employment without notice, indemnities and compensation in any of the following events:

- if Members are, in the opinion of the Company, guilty of dishonesty, misconduct or negligence in the performance of their duties;
- if Members have been found to have committed a serious breach or continual material breach of any of their duties or obligations;
- if Members are found to have made illegal monetary profit or received any gratuities or other rewards, in cash or in kind, out of any of the Company's affairs or any of its subsidiaries or related companies.

Upon termination or upon resignation for any reason, they will not be entitled to any damages for loss of office and no fee will be payable to them in respect of any unexpired portion of the term of the Appointment.