

Term & Conditions for appointment of the Independent Director(s)

The Following are the terms & Conditions as per the provisions of the Companies Act, 2013(the Act) and Rules framed there under, for appointment of the Directors:-

- **Functions, Responsibilities and Duties**

The role, function and duties would be in accordance with the Act, Listing Agreement and Schedule IV of the Act. Additionally, as an Independent director you are also bound by the duties imposed on the Board of Directors under section 166 of the Companies Act, 2013 and also abide by the company code of Conduct.

As an Independent director, you shall be liable for acts of omission or commissions by the Company which occurred with your knowledge, attributable through Board process and with your consent or connivance or where you did not act diligently.

- **Committee Involvement**

The Board of Directors of the Company may from time to time, appoint you as a members of any Committee.

- **Remuneration/Sitting Fees**

You are entitled to receive sitting fees for each Board Meeting/ Committee as per Company policy. The Company will reimburse you for all direct and indirect expenses such as calls, accommodation and travelling expenses, reasonably and properly incurred and documented.

- **Board and Individual Director Evaluation Processes**

The performances of the board as a whole and individual director are evaluated annually.

- **Outside Interests Including Directorships**

You should inform the Company Secretary as soon as possible after getting your interests as a shareholder, director, officer or trustee of other companies or entities. So that Company Secretary keeps updated record relating to Director's Interest.

- **Access to Independent Professional Advice**

You are entitled to obtain independent professional advice relating to the affairs of the Company or to their responsibilities as directors. If, in your own case, you consider such advice is necessary, you should first discuss it with the Chairman.

- **Confidentiality**

All information acquired during your appointment is confidential to the Company and should not be disclosed either during your appointment or following termination (by whatever means) to third parties except as permitted by law or with prior permission from the Chairman.