

## TERMS AND CONDITIONS OF APPOINTMENT OF AN INDEPENDENT DIRECTOR

The terms of the appointment of Independent Directors shall be subject to the provisions of Companies Act, 2013 and Articles of Association of the Company.

### **1. TERMS OF APPOINTMENT:**

The tenure/terms of appointment of the Independent Director shall be as may be determined by the Board and the Shareholders in accordance with applicable laws, regulations existing at the time of appointment.

As Independent Directors, they will not be liable to retire by rotation

Reappointment at the end of the Term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the shareholders.

### **2. ROLE, DUTIES AND RESPONSIBILITIES:**

The duties and responsibility of Independent Directors shall be as prescribed under the Companies Act, 2013 and any other rules or regulations (including SEBI regulations and listing agreement) applicable to the Company.

### **3. REMUNERATION:**

The Independent Director would not entitle any remuneration.

As Independent Directors, they shall be paid sitting fees for attending the meetings of the Board and the Committees of which they are members. The sitting fees for attending each meeting of the Board and its Committees would be as determined by the Board from time to time.

### **4. CODE OF CONDUCT:**

During the term, the Independent Director will comply with the Code of Conduct and Conduct for Prevention of Insider Trading adopted by the Company and such other policies/requirements as the Board of Directors may from time to time.

### **5. INSURANCE :**

Company has not taken any Directors' and Officers' Liability Insurance for an Independent Director.



## 6. DISCLOSURES OF OTHER DIRECTORSHIPS AND BUSINESS INTERESTS:

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

## 7. EVALUATION:

The performance evaluation shall be done by the entire Board of Directors excluding the director being evaluated.

## 8. CONFIDENTIALITY:

All information acquired during your tenure as Director is confidential to the Company and should not be disclosed either during your tenure or termination (by whatever means) to third parties except as permitted by law.

