

Terms and Conditions for appointment of Independent Directors

Pursuant to the provisions of Section 149, Section 150 and Section 152 of the Companies Act, 2013 [the Act], Rules framed thereunder and the Schedule VII to the Act, the Securities Exchange Board of India [Listing Obligations and Disclosure Requirements] Regulations, 2015 [SEBI LODR] and Articles of Association [the Articles] of the Company, broadly the terms and conditions for appointment of Independent Directors of the Company will be as under.

[1] Appointment

[a] The appointment of an Independent Director will be for the period mentioned against his name [the term], which will be maximum for a period of 5 [Five] years

[b] The Company may disengage Independent Director prior to completion of the Term subject to compliance of relevant provisions of the Act.

[c] The word 'term' should be construed as defined under the Act and the SEBI LODR. The Company has adopted the provisions with respect to appointment and term of Independent Directors, which are as per the Act, the SEBI LODR and the Articles of the Company.

[d] The re-appointment for the second term shall not be more than five [5] years and shall be based on recommendations of the Nomination and Remuneration Committee [the NRC] and subject to approval of the Board of Directors [the Board] and the shareholders.

[d] The re-appointment of an Independent Director for the second term would be considered by the Board, based on his performance evaluation and his meeting criteria of independence and the recommendations of the NRC.

[2] Appointment on Committees

The Board may, if it deems fit, invite an Independent Director for being appointed on one or more existing Committees of the Board or any such Committee that may be set up in the future. The appointment of an Independent Director on such Committee[s] will be subject to the provisions of the Act, the SEBI LODR and the Articles of the Company.

[3] Time Commitment

[a] As a Non-Executive Director an Independent Director shall be expected to bring objectivity and independence of view in the Board's discussions and to 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.

[b] The Board meets at least four times in a year. The Audit Committee also meets at least four times in a year. Besides, there are other Committees constituted as required under the provisions of the Act and the SEBI LODR. An Independent Director will be expected to

attend the meetings of the Board and the Committees to which he may be appointed and the shareholders meetings and to devote such time for performance of his duties.

[3] Role and Duties

The role and duties of an Independent Director will be those normally required of a Non-Executive Independent Director as provided in the Act and the SEBI LODR and are described briefly as under.

[a] An Independent Director shall act in accordance with the Company's Articles.

[b] An Independent Director shall act in good faith in order to promote the objects of the Company for the benefit of its members as a whole, and in the best interest of the Company.

[c] An Independent Director shall discharge his duties with due and reasonable care, skill and diligence.

[d] An Independent Director shall abide by the guidelines of professional conduct, role, function and duties provided in Schedule IV of the Companies Act, 2013

[e] An Independent Director shall be expected to stay updated on how best to discharge his roles, responsibilities, and duties and liabilities, as an Independent Director of the Company under applicable laws and regulations.

[f] An Independent Director shall keep himself abreast of current changes and trends in economic, political, social, financial, legal and corporate governance practices.

[g] An Independent Director shall not involve himself in a situation in which he may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.

[h] An Independent Director shall not achieve or attempt to achieve any undue gain or advantage either to himself or to his relatives, partners or associates.

[i] An Independent Director shall not assign his office as Director and any assignments so made shall be void.

[j] An Independent Director shall not hold office as a Director or any other office in any competing entity.

[4] Remuneration

[a] An Independent Director shall be paid remuneration by way of setting fees for meetings of the Board and its Committees as may be decided by the Board from time to time. Further, an Independent Director may be paid remuneration by way of commission as may be approved by the Board and the Shareholders from time to time.

[b] As per the provisions of SEBI LODR an Independent Director shall not be entitled to any stock options.

[5] Reimbursement of Expenses

In addition to the remuneration described above the Company will, for the period of his appointment, reimburse an Independent Director for travel, hotel and other incidental expenses incurred by him for attending the meetings of the Board, the Committees and the shareholders and for the performance of his duties.

[6] Disclosures, other directorships and business interests

During the term, an Independent Director 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 and regulations. An Independent Director shall upon becoming aware of any potential conflict of interest with his position as Independent Director of the Company, shall promptly disclose the same to the Chairman and the Company Secretary. During his term an Independent Director shall promptly provide a declaration under Section 149 [7] of the Act, upon any change in circumstances which may affect his status as an Independent Director.

[7] Training and Development

[a] The Company may, if required, conduct formal training programmes for its Independent Directors.

[b] The Company may, as may be required, 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.

[8] Performance Appraisal

As members of the Board, the performance of the Independent Directors as also the performance of the entire Board and its Committees will be evaluated annually. Evaluation of each Director shall be done by all other directors. The reappointment of an Independent Director on the Board shall subject to the outcome of the yearly evaluation process. It is stated that the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board / Committee.

[9] Independent Professional Advice

There may be occasions when an Independent Director may need professional advice in furtherance of his duties as Director and it will be appropriate for him to consult independent advisers at the Company's expense. The Company will reimburse the entire expenditure incurred in accordance with the Company's policy.

[10] Disclosure of Interest

The Company must include in its Annual Accounts a note of any material interest that a Director may have in any transaction or arrangement that the Company has entered into. Such interest should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contracts with a particular person, firm or company is acceptable.

[11] Code of Conduct

[a] As Independent Directors of the Company, they will agree to comply with the Code of Conduct for Non-Executive Directors.

[b] Unless specifically authorized by the Company, the Independent Directors shall not disclose the Company's business information to constituencies such as the media, the financial community, employees, shareholders, agents, franchisees, dealers, distributors and importers.

[c] Their obligation of confidentiality shall survive even after cessation of the directorships of the Independent Directors with the Company.

[d] The provisions of both, Securities and Exchange Board of India [Prohibition of Insider Trading] Regulations, 2015 and the Company's Code of Conduct on Prevention of Insider Trading, prohibiting disclosure or use of unpublished price sensitive information, would be applicable to the Independent Directors.

[e] Additionally, the Independent Directors shall not participate in any business activity which might impede the application of their independent judgment in the best interest of the Company.

[f] All Directors including the Independent Directors are required to sign a confirmation of acceptance of the Code of Conduct for the Directors annually as adopted by the Board.

[12] Termination

[a] An Independent Director may resign from his position by giving written notice to the Board.

[b] The appointment of an Independent Director may be terminated in accordance with the provisions of the Act and the Articles of the Company.