

**Terms of Appointment, subject to the Companies Act, 2013 and Articles of Association of the Company.**

**Appointment**

Your appointment will be for a term of five consecutive years effective October 23, 2019, subject to the approval of the shareholders at the next Annual General Meeting of the Company and annual performance evaluation in the Board. As an Independent Director, you shall not be liable to retire by rotation.

During your tenure as an Independent Director, you may be requested to serve on one or more of the committees of the Board. Copies of the terms of reference for each of those committees will be provided to you at the appropriate time.

We request you to kindly peruse the Articles of Association to understand certain circumstances under which your appointment may cease.

**Role & Duties**

The Company attaches the highest importance to your all-round perspective while on the Board. As an Independent Director of the Company, we hope to derive the benefit of your vast experience on business matters and in advising the Company as mentioned in Section 166 of the Companies Act, 2013 ("Act").

**Fees / Commission**

You will be entitled to remuneration by way of sitting fees for attending meetings of the Board, or Committee thereof, or any other purpose as may be decided by the Board, together with reimbursement of expenses for participation in the Board and committee meetings. You will also be entitled to profit linked commission as per applicable provisions of the Act. The profit linked commission which would be based on:

- Number of meetings attended.
- Your role and contribution as member of the Board.
- Your role and contribution as Chairperson / member of the Committee(s), as applicable.
- Overall contribution and time devoted outside meetings.

The fee for attending meetings of the Board or Committee (s) thereof will be as prescribed by the Act, subject to applicable approvals, if any.

**Reimbursement of Expenses**

The Company will reimburse you for all reasonable out of pocket expenses incurred while carrying out your duties including expenses incurred on obtaining advice from independent advisors in accordance with the Company's policy.

### **Other Directorships and Business Interests**

The Board of Directors has an obligation to act in the best interest of the Company. While the Company acknowledges that you may have business interests other than those of the Company, you are requested to inform the Company Secretary of any apparent situations that present a potential or actual conflict of interest. You are also requested to inform the Company on your accepting Directorships of other companies.

In compliance with the requirements of the Act, you are required to make certain disclosures related to and/or which might affect your role as a Director. These include:

- Promptly advising details of any interests, or changes thereto, in the Company's securities;
- Provide a current list of your related parties and companies in which you hold positions as Director or other positions held by you.

### **Code of Conduct & other Compliances**

During your appointment, you would be required to comply with all relevant regulations as may be issued by the Government of India and other authorized bodies as set up by the Government on its behalf, including the Code for Independent Directors, Insider Trading Code, and such other requirements as the Board may specify from time to time.

At the first meeting of the Board in every financial year, or whenever there is any change in the circumstances which may affect your status as an Independent Director, you will give a declaration to confirm that you meet the criteria of independence as provided under the Act and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

### **Confidentiality**

In your role as an Independent Director you will be in possession of confidential information about the Company and its affairs. You may kindly use that information in the proper performance of your duties only or as required by law.

You must apply the highest standards of confidentiality and not disclose to any person or company (during the course of the Appointment or within 3 (three) years after the cessation), any confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unless such disclosure is expressly approved by the Board or required by law.

### **Performance Review Process**

As required by the Companies Act, your performance will be evaluated by the Board of Directors on an annual basis.

### **Insurance**

The Company maintains Directors' & Officers' Insurance for its Board members. It pays all premiums pertaining to the same during the Appointment and after the Appointment in respect of any matter occurring or alleged to have occurred while you are/were a Director of the Company.

**Cessation**

On cessation of the Appointment you will deliver to the Company all books, documents, papers and other property of or relating to the business of the Company or any Subsidiary/Associate company. The Company shall arrange disposal of papers which you no longer require.

**Publication of the terms and conditions of appointment**

In line with provisions of Schedule IV of the Act and the requirements of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Company is required to disclose the terms and conditions of appointment on its website.