

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

### **1. Code of Conduct & Duties & Responsibilities**

- a) You are expected to:
- (i) Take decisions objectively and solely in the interests of the Company;
  - (ii) facilitate Company's adherence to high standards of ethics and corporate behavior;
  - (iii) guide the Board in monitoring the effectiveness of the Company's governance practices and to recommend changes, required if any;
  - (iv) guide the Board in monitoring and managing potential conflicts of interest of Management, Board Members and Stakeholders, including misuse of corporate assets and abuse in related party transactions;
  - (v) guide the Board in ensuring the integrity of the Company's accounting and financial reporting systems, including the independent audit, and that appropriate systems of control are in place, in particular, systems for risk management, financial and operational control, and compliance with the law and relevant standards
  - (vi) stay updated on how best to discharge your roles, responsibilities, and duties and liabilities, as an Independent Director of the Company under applicable law, including keeping abreast of current changes and trends in economic, political, social, financial, legal and corporate governance practices.
- b) You shall abide by the "Code of Independent Directors" as outlined in Schedule IV to Section 149(8) of the 2013 Act, and duties of director as provided in the 2013 Act (including Section 166 of the Act) and under Regulation 4(2)(f) and other applicable provisions of the SEBI (LODR),2015.

### **2. Remuneration**

- 1) Sitting fees for attending each meeting of the Board and its Committees as may be determined by the Board from time to time
- 2) You will be entitled to reimbursement of expenses incurred by you in connection with attending the Board Meeting, Board Committee Meeting,

General Meetings and in relation to the business of the company towards hotel accommodation, travelling and other out-of-pocket expenses.

### **3. Confidentiality**

You will have access to confidential information, whether or not the information is marked or designated as “confidential” or “proprietary”, relating to the Company and its business including legal, financial, technical, commercial, marketing and business related records, data, documents, reports, etc., client information, intellectual property rights (including trade secrets), (“**Confidential Information**”).

You shall use reasonable efforts to keep confidential and to not disclose to any third party, such Confidential Information.

If any Confidential Information is required to be disclosed by you in response to any summons or in connection with any litigation, or in order to comply with any applicable law, order, regulation or ruling, then any such disclosure should be, to the extent possible, with the prior consent of the Board.

### **4. 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.