



Terms & Conditions of Appointment of **Independent Director**

A. Period of Appointment

In accordance with the provisions of the Companies Act, 2013 (“Act”) and other applicable laws, the Independent Directors of the Board shall serve for Five (5) years. As an Independent Director, they will not be liable to retire by rotation and the appointment is subject to the approval of shareholders at the ensuing Annual General Meeting of the Company. In terms of the Act, they may be eligible to serve as an Independent Director for another term of up to 5 years, subject to the recommendation of the Nomination and Remuneration Committee and passing of special resolution by the shareholders of the Company.

The terms of appointment, are subject to the extent provisions of the (i) applicable laws, including the Act and the Listing Regulations (as amended from time to time) and (ii) Articles of Association of the Company (“AOA”).

B. Role, Duties, Functions & Responsibilities

They shall comply with the following:

- I. Requirements under the Companies Act, 2013;
- II. Responsibilities of the Board as outlined in the Listing Regulations;
- III. Accountability under the Directors’ Responsibility Statement;
- IV. Abide by the ‘Code For Independent Directors’ as outlined in Schedule IV to Section 149(8) of the Act, and the duties of directors as provided in the Act (including Section 166) and in Regulation 4(2)(f) of the Listing Regulations;
- V. Guidance in their area of expertise;
- VI. To help in bringing an independent judgement to bear on the Board’s deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
- VII. To bring an objective view in the evaluation of the performance of board and management;
- VIII. To scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- IX. To satisfy themselves on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
- X. To safeguard the interests of all stakeholders, particularly the minority shareholders;
- XI. To balance the conflicting interest of the stakeholders;
- XII. To determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management;
- XIII. Moderate and arbitrate in the interest of the company as a whole, in situations of conflict between management and shareholder’s interest.
- XIV. Undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the company;
- XV. Strive to attend all the general meetings of the company and meetings of the Board of Directors and of the Board committees of which he/she is a member;
- XVI. Where they have concerns about the running of the company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board meeting;



- XVII. Not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

C. Professional Conduct for Independent Directors

As an Independent Director, they shall:

- I. Uphold ethical standards of integrity and probity;
- II. Act objectively and constructively while exercising his duties;
- III. Exercise his responsibilities in a bonafide manner in the interest of the company;
- IV. Devote sufficient time and attention to his professional obligations for informed and balanced decision making;
- V. Not allow any extraneous considerations that will vitiate his exercise of objective independent judgment in the paramount interest of the company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making;
- VI. Not abuse his position to the detriment of the company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
- VII. Refrain from any action that would lead to loss of his independence;
- VIII. Where circumstances arise which make an independent director lose his independence, the independent director must immediately inform the Board accordingly;
- IX. Assist the company in implementing the best corporate governance practices.

D. Remuneration

As an Independent Director they will be paid sitting fees for attending the meetings of the Board and the Committees of which he/she is a member. The sitting fees for attending each meeting of the Board and its Committees would be as determined by the Board from time to time.

E. Confidentiality of Information

Independent Directors shall not disclose the information acquired during his/her period of appointment as an Independent Director which are confidential to the Company and should not be disclosed either during his / her period of appointment or following termination (by whatever means) to third parties except as permitted by law and with prior approval of the Company.

F. Independent Directors' discussion

Annually and when required, the Independent Directors meet without the presence of Non-Independent Directors and members of the Management. At this meeting, the Independent Directors inter alia evaluate the performance of the Non-Independent Directors and the Board of Directors as a whole, evaluate the performance of the Chairman of the Board and discuss aspects relating to the quality, quantity and timeliness of the flow of information between the Company, the Management and the Board.

G. Annual Declaration

Independent Directors shall give annual declaration as required under the provision of Section 149 (7) of the Companies Act, 2013 and the rules made thereunder.