

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

Schedule IV to the Companies Act, 2013 provides for the 'Code for Independent Directors'. The appointment process of Independent Directors is independent of the company management.

The appointment of Independent Director(s) of the Company is approved at the meeting of the shareholders with the conditions specified in the Act and the Rules made thereunder and the appointment is as per the Company's Articles of Association.

During the selection process, the Board ensures that there is appropriate skills, experience and knowledge in the Board so as to discharge its functions and duties effectively.

The terms and conditions for the appointment of the Independent Director are enumerated below:

Appointment

- The appointment is for a term of 5 (five) years commencing from the date of appointment and ending on 6th Annual General Meeting of the members of the Company following the date of appointment and shall not be liable to retirement by rotation. If the appointment is not renewed on the Termination Date the same will come to an end.
- Notwithstanding the other provisions of the terms and conditions of the appointment of the Independent Director, the appointment may be terminated with or without cause at any time by the Company with immediate effect, in accordance with the Companies Act, 2013 and Rule and Regulations made thereunder and the Company's Articles of Association or, as applicable, or upon the resignation of the Independent Director, or the Board of Directors (excluding the concerned Independent Director) is of opinion that the continued appointment is not in the interest of the Company without any entitlement to any damages for loss of office and no fee will be payable in respect of any unexpired portion of the term of the appointment or any damages whatsoever.
- During the term of the appointment, the Independent Director may be asked to serve on one or more of the Board Committees including Audit Committee, Nomination and Remuneration Committee, Stakeholders' Relationship Committee or such committee of the Board of the Directors from time to time.



Time Commitment

By accepting the appointment, the Independent Director confirms that he is able to allocate sufficient time to perform his role as an Independent Director of the Company.

In terms of the Companies Act, 2013, he will have to attend at least one Board Meeting during every Financial Year in-person.

Role and responsibility

- As an Independent Director, he will be bound by the Code for Independent Directors as mentioned under Schedule IV to the Companies Act, 2013.
- As an Independent Director, he has the same general legal responsibilities to the Company as any other Director including all fiduciary duties, responsibilities, statutory obligations and liabilities of directors prescribed in law including the Companies Act, 2013.

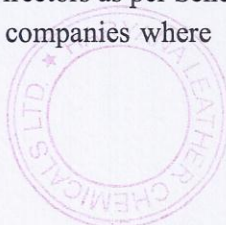
The brief description of the terms of reference of the Board of Directors are as follows:

- To manage and direct the business and affairs of the Company;
- To manage, subject to the Articles of Association of the Company, its own affairs, including planning its composition, selecting its Chairman, appointing Committees, establishing the terms of reference and duties of Committees and determining Directors' compensation;
- To act and participate honestly and in good faith in the best interests and objects of the Company;
- To ensure Company's goals, objectives and management performance;
- To exercise due care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances and shall also exercise independent judgment;
- To approve and monitor compliance with all significant policies and procedures by which the Company is operated and to ensure that the Company operates at all times within applicable laws and regulations and ethical and moral standards;
- To ensure that the audited annual financial statements are reported fairly and in accordance with the Accounting Standards issued by the Institute of Chartered Accountants of India;
- Not to involve in a situation which may have a direct or indirect interest that conflicts the interest of the Company;
- Not to achieve or attempt to achieve any undue gain or advantage either to himself or to his relatives, partners or associates:

Other obligations and compliances

The Independent Director will be required to execute / confirm with respect to the following documentation on a periodic basis:

- Confirmation that he is not disqualified to act as a Director of the Company in terms of the Companies Act, 2013
- Declaration of Independence in terms of the Companies Act, 2013
- Disclosures under the Company Code for Prevention of Insider Trading
- Code of Conduct for Directors of the Company
- Code of Conduct for Independent Directors as per Schedule IV of the Companies Act, 2013
- Disclosure of change in interest in companies where he is appointed / ceased as a Director or Key Managerial Personnel



- Confirmation that his directorships in companies do not conflict with the interest of the Company.

Remuneration

- The aggregate remuneration to be paid to all the Independent and Non-Executive Directors would not exceed 1% of the total net profits of the Company during any Financial Year.
- Therefore, Nominal remuneration is paid to each Independent Director usually in the form of sitting fees.

During the appointment, the independent Director should consult with the Chairman prior to accepting any such other directorships of Indian companies or any major external appointments which may affect his interest in the Company.

Code of Conduct

During the period of the appointment, the Independent Director will be bound by the Company Code of Directors and such other codes of conduct under applicable laws including the Companies Act, 2013 and the Securities and Exchange Board of India Act.

Confidentiality and Non-Disclosure

- The Independent Director should keep all the following information confidentiality:

Business plan, annual operations plan

Technical information about software and computer systems

Performance against target

Costing, pricing, profitability, financial budget and related issues

Evaluations related to any of the employees of the Company

Any other information, which is likely to be crucial for the business operations

- On termination of the Appointment, the Independent Director will deliver to the Company all books, documents, papers, and other property of or relating to business of the company.

Liability

An Independent Director will be liable only in respect of such acts of omission or commission by a company which had occurred with his knowledge, attributable through Board process, and with his consent or where he had not acted diligently.

Review Process

The performance of individual Directors and the whole Board and its committees is evaluated annually. The Independent Director will have to make himself available for carrying out the annual / periodic performance review of himself and the Board committees where he is a part thereof for review purpose.

If, in the interim, there are any matters which cause an Independent Director concern about his role, he can discuss them with the Chairman as soon as it is appropriate.

