

The terms and conditions of appointment of Independent Director are given below in compliance to the applicable provisions of the Act.

- As an Independent Director, you shall be governed by the Code for Independent Directors as laid down in Schedule IV to the Act read with section 149(8) of the Act;
- The Company presently has various Committees of the Board viz., Audit Committee and Nomination & Remuneration Committee. You are a Chairperson of the Nomination & Remuneration Committee and Member of the Audit Committee. The Board of Directors may appoint you as Chairman/Member of one or more of the Committees that the Company may have. Upon your appointment to any one or more other Committees, you will be provided with the appropriate Committee charter which sets out the functions of that Committee;
- The Independent Directors of the Company have to periodically hold exclusive Meetings without the attendance of non-Independent Directors and Members of the Management. You shall strive to be present at such Meetings;
- The Company has taken a Group Level Directors & Officers Liability Policy and all Directors of the Company including Independent Directors and you are beneficiary to the Policy;
- You will be entitled to sitting fees as decided by the Board from time to time and also be eligible for to and fro air fare, accommodation, boarding, conveyance and other incidentals for attending the Board and Committee Meetings and for discharging your duties as an Independent Director of the Company;
- The commission, if any, shall be determined by the Board of Directors based on your performance evaluation done by the entire Board of Directors which will, inter alia, include your participation in the Board and Committee Meetings during the year and other responsibilities undertaken and contributions to the deliberations of the Board and to the Company;
- You are expected not to disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information unless such disclosure is expressly approved by the Board or required by law;
- Your appointment is a contract of service and will not constitute as contract of employment/ employee of the Company;
- The resignation or removal of an Independent Director shall be in the same manner as provided in sections 168 and 169 of the Act.