



## **GENERAL TERMS & CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTOR**

### 1. APPOINTMENT INFORMATION:

**Appointment by** : Board/Shareholders at AGM  
**Appointment effective from** : Date of passing the resolution  
**Period of Tenure** : 3 years from the date of appointment

2. Your appointment as a Non-Executive Independent Director on the Board of Directors of our Company is subject to the relevant provisions of the Companies Act, 2013 ('Act') read with clause 49 of the Listing Agreement (including any subsequent amendment thereof).

3. In terms of provisions of section 149(13) of the Companies Act, 2013 directorship of Non-Executive Independent Director is not subject to retirement by rotation.

4. Kindly take note that continuance of independent directorship is subject to fulfillment of certain parameters of independence as defined in section 149(6) of the Companies Act, 2013 and Clause 49 of the Listing Agreement.

5. Upon termination of directorship, by way of resignation or otherwise, no Independent Director is entitled for any compensation for loss of office.

### **EXPECTATION OF THE BOARD**

6. We are keen to have you on the Board to benefit from your expertise in the relevant area of your operation.

7. You are expected to attend Board and Board Committee meetings to which you may be appointed and Shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively. Ordinarily, majority of the Board and Committee meetings are held at Registered office of the Company at Chennai.

### **ROLE AND DUTIES**

8. Your role and duties will be those normally required of an Independent Director under the Companies Act, 2013 and the Listing Agreement.

There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are summarized as under:

(i) You shall act in accordance with the Company's Articles of Association.



- (ii) You shall act in good faith in order to promote the objects of the Company for the benefit of its members as a whole, and in the best interest of the Company.
- (iii) You shall discharge your duties with due and reasonable care, skill and diligence.
- (iv) You shall not involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
- (v) Any and all information sought from the organization should be through the proper channels to ensure transparency and trust: (Board – CMD –CFO – CS )
- (v) You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- (vi) You shall not assign your office as Director and any assignments so made shall be void.

#### **STATUS OF APPOINTMENT / REMUNERATION**

- 9. You will not be an employee of the Company and this letter shall not constitute a contract of employment.
- 10. You will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the Board from time to time.
- 11. You will have no entitlement for any bonus or employee stock option scheme (presently company don't have any employee stock option scheme).
- 12. In addition to the sitting fee, the Company will, for the period of your appointment, reimburse you for all travel, hotel and other incidental expenses incurred by you in the performance of your role and duties. Commission on profit may also be paid as approved by the board subject to the overall ceiling prescribed under the Act.

#### **INDEPENDENT PROFESSIONAL ADVICE**

- 13. There may be occasions when you consider that you need professional advice in furtherance of your duties as a Director and it will be appropriate for you to consult independent advisers at the Company's expense.

#### **INSURANCE**

- 14. Presently, Company doesn't have any Directors' and Officers' liability insurance, however, if in future Company opt for taking such insurance policy, it will be endeavor of the Company to cover you for the full term of your appointment.

#### **CONFLICT OF INTEREST**

- 15. It is accepted that you may have business interests other than those of the Company. You are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment and at subsequent applicable times.



16. In the event that your circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgment that you are independent, this should be disclosed to the Chairman and Managing Director of the Company.

#### **EVALUATION**

17. The Board of Directors will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis. Your re-appointment, if any on the Board shall be subject to the outcome of the yearly evaluation process.

#### **CONFIDENTIALITY**

18. All information acquired during your appointment is confidential to Company and should not be released, either during your appointment or afterwards unless required by law or by the rules of any stock exchange or regulatory body.

#### **CODE OF CONDUCT**

19. During your tenure as Director, you are required to comply with the regulations as contained in Schedule IV under Companies Act, 2013 (Code for Independent Directors) a copy of which is enclosed as annexure. You are requested to return us the same duly signed as a mark of acknowledgement. Further you are also requested to abide by the following codes of conduct of the Company:

- (i) Code of Conduct for Board Members and Senior Management;
- (ii) Code of Conduct for Prevention of Insider Trading in securities of the Company;
- (iii) Code of Corporate Disclosure Practices for Prevention of Insider Trading and such other requirements as the Company / Board of Directors may specify.

#### **PUBLICATION OF LETTER OF APPOINTMENT**

20. In terms of the provisions of Clause IV sub-clause 6 Schedule IV, under Companies Act, 2013, the Company will make public these terms and conditions of appointment and also display the appointment letter to the Company's website.

#### **MEMBERSHIP OF COMMITTEES**

21. The Board of Directors may appoint you as Member / Chairman of one or more of its committees which will be covered in a separate communication setting out the relevant terms of reference.



## **RESIGNATION / TERMINATION**

22. You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice on the Board. Further, in terms of provisions of the Companies Act, 2013, you are required to file a copy of your resignation letter with the Registrar of Companies.

The Board of Directors has all the authority to remove you from the Board, in case of any Special Notice has been received under Section 115 of the Companies Act, 2013 read with Cos ( Management And Administration) Rules, 2014 from any member suggesting your removal, after giving reasonable opportunity for hearing from your end as stipulated under the Act.

## **GENERAL**

23. This letter is governed by and will be interpreted in accordance with Indian laws and will be subject to jurisdiction of the Indian courts.