



**Terms and Conditions of Appointment of Independent Director**

**APPOINTMENT:**

1. The appointment of a Non-Executive Independent Director on the Board of Directors of the Company shall be for a term of five consecutive years, subject to approval of shareholders at the General Meeting of the Company as per the provisions of the Companies Act, 2013. The appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013.
2. In compliance with provisions of section 149(13) of the Companies Act, 2013, the directorship is not subject to retirement by rotation.
3. The appointment may be terminated in accordance with the provisions of the Articles of Association of the Company or on failure to meet the parameters of independence as defined in section 149(6) or on the occurrence of any event as defined in section 167 of the Companies Act, 2013.
4. Upon termination or upon resignation for any reason, duly intimated to the Company, Independent Director shall not be entitled to any compensation for loss of office.

**COMMITTEES:**

5. The Board of Directors (the Board) may, if it deems fit, invite the Independent Director for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. Copies of the terms of reference for each of those committees would be provided to the Independent Director at the appropriate time, if not already provided for. The appointment on such Committee(s) will be subject to the applicable regulations. .

**TIME COMMITMENT:**

6. The Company expects a commitment of sufficient time and attention as necessary in order to perform the duties under the Appointment. This will include attendance at regular and emergency Board meetings, any annual meeting of Independent Directors and the Annual General Meeting. An Independent Director may also be required to attend regular meetings of any Board committee of which you are a member. In addition, you will be expected to devote appropriate preparation time ahead of each meeting.
7. By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

**ROLE AND DUTIES:**

8. The role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013. There are certain duties prescribed for all Directors, both Executive and Non- Executive, which are fiduciary in nature and are as under:

I. The Independent Director shall act in accordance with the Company's Articles of Association as may be amended from time to time.

II. The Independent Director 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. The Independent Director shall discharge your duties with due and reasonable care, skill and diligence.

IV. The Independent Director shall not involve himself in a situation in which he may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.

V. The Independent Director shall not achieve or attempt to achieve any undue gain or advantage either to himself or to his relatives, partners or associates.

VI. The Independent Director shall not assign your office as Director and any assignments so made shall be void.

**STATUS OF APPOINTMENT:**

9. The Independent Director will not be an employee of the Company. The Independent Director 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.

10. The Independent Director shall be entitled to a Sitting fees of 25000/- (Rupees Twenty Five Thousand only).

11. The Independent Director will have no entitlement to any bonus during the appointment and no entitlement to participate in any employee stock option scheme operated by the Company or any Group Company.

**REIMBURSEMENT OF EXPENSES:**

12. In addition to the sitting fee described above, the Company will, for the period of the appointment, reimbursement for travel, hotel and other incidental expenses incurred by him in the performance of your role and duties.

**INSURANCE:**

13. The Company is not a Top 1000 listed entity therefore the D & O Insurance for the Board of Directors is not mandatory.

**CONFLICT OF INTEREST:**

14. It is accepted and acknowledged that the Independent Director may have business interests other than those of the Company. As a condition to the appointment, he is required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment.

15. In the event that the 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 judgement that he is independent, this should be disclosed to both the Chairman and the Company Secretary.

**EVALUATION:**

16. 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 as per Company's Policy. The appointment and reappointment on the Board shall be subject to the outcome of the yearly evaluation process.

**DISCLOSURE OF INTEREST:**

17. Any material interest that a Director may have in any transaction or arrangement that the Company has entered into should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record the interest appropriately and our records are updated. A general notice that he is interested in any contract with a particular person, firm or company is acceptable.

**CODE OF CONDUCT:**

18. During the appointment the Independent Director is required to comply with regulations as contained in Schedule IV under Companies Act, 2013, including the Code of Conduct.

**CONFIDENTIALITY:**

19. All information acquired during the appointment is confidential to the Company and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by the rules of any stock exchange or regulatory body. On reasonable request, he shall surrender any documents and other materials made available to him by the Company.

20. The attention is also drawn to the requirements under the applicable regulations and the Company's Insider Trading Code which concern the disclosure of price sensitive information and dealing in the securities of the Company. Consequently, the Independent Director should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Chairman or the Company Secretary.

**TERMINATION:**

21. The Independent Director may resign from his position at any time and when he should wish to do so, he is requested to serve a reasonable written notice on the Board.

22. Continuation of the appointment is contingent on getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013 and the Articles of Association of the Company, from time to time in force. The Independent Director will not be entitled to compensation if the shareholders do not re-elect you at any time.

23. The appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.

**GENERAL:**

24. This Letter and any non-contractual obligations arising out of or in connection with this Letter are governed by, and shall be construed in accordance with, the laws of India, and the parties agree to submit to the exclusive jurisdiction of the courts of Hyderabad.