

Terms and Conditions for Appointment of Independent Directors

Appointment Terms

1. Your appointment as Non-Executive Independent Director is for a term of 5 years commencing from (...date)
2. As an Independent Director you are not liable to retire by rotation.
3. The term “Independent Director” should be construed as defined under the Companies Act, 2013 and the Listing agreement, as amended from time to time.
4. Upon termination of directorship by way of resignation or otherwise, no Independent Director is entitled for any compensation for loss of office.
5. As may be decided by the Board, you may be nominated/required to serve on one or more of the committees of the Board. The Board is responsible for constituting and fixing terms of committees and its members.

Expectation of the Board

As an Independent Director you are expected to bring objectivity and independent view to the Board’s discussions and to help provide the Board with effective leadership in relation to the company’s strategic performance and risk management as well as ensuring high standards of financial probity and corporate governance. The Board generally meets four to five times in a year. Additionally, committee meetings like Audit Committee, Nomination and Remuneration Committee, Stakeholders’ Relationship Committee takes place as and when required. 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, all Board and Committee meetings are held at corporate office of the company at Hyderabad, Telangana State.

Role and Duties

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 in brief are as under:

1. You shall act in accordance with the Company’s Articles of Association.
2. 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.
3. You shall discharge your duties with due and reasonable care, skill and diligence.

4. 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.
5. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
6. You shall not assign your office as Director and any assignments so made shall be void.
7. You should satisfy yourself on the integrity of financial information and that financial controls and systems of risk management are robust and defensible.
8. You should advise for determining appropriate levels of remuneration of Executive Directors and have a prime role in appointing, and where necessary, removing Executive Directors.

You shall also abide by the “Code for Independent Directors” as outlined in the Schedule IV of the Companies Act, 2013 and duties of directors as provided in the said Act and in clause 49 of the Listing agreement, as amended from time to time.

Remuneration

1. You will not be an employee of the Company and this letter shall not constitute a contract of employment.
2. 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.
3. You will have no entitlement for any bonus or employee stock option scheme.
4. 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 performance of your role and duties.

Independent Professional Advice

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.

Conflict of Interest

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.

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 or Company Secretary.

Disclosure of Interest

You shall disclose the material interest in any transaction or arrangement that is/has been entered by the company. Such interest shall be disclosed not later than when the transaction or arrangement comes up at a Board meeting. Such disclosure of interest shall be provided by you in the prescribed format on periodical/annual basis.

During your term, you are required to promptly provide a declaration under Section 149(7) of the *Companies Act, 2013* upon any change in circumstances which may affect your status as an Independent Director and also provide such other disclosures and information as may be required to be given under applicable laws.

Insurance

The company maintains Directors' and officers' insurance policy to cover personal liabilities of directors and officers for claims made against them while serving on the board and / or as an officer of the company as may be admissible as per the terms and conditions stipulated in the Policy. This is further subject to certain exclusions from the Coverage as may be stipulated in the said policy.

Confidentiality

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.

Confidentiality

During your tenure as Director, you are required to comply with the regulations as contained in Schedule IV under the *Companies Act, 2013* (Code for Independent Directors) and the following codes of conduct of the Company:

1. Code of Conduct for Board Members and Senior Management.
2. Code of Conduct for Prevention of Insider Trading in securities of the Company.

Evaluation

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

Resignation / Termination

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 resignation or



removal of an independent director shall be in the same manner as is provided in sections 168 and 169 of the *Companies Act, 2013*.