

Terms and Conditions of Appointment and Criteria of payment to Independent Directors

Appointment of Independent Directors: - The company will evaluate the Education, their body of work done by the selected candidate in their respective fields, financial and Criminal search to be conducted and then accordingly they get selected by the Board and various committees.

Evaluation: - Evaluation of the non-executive directors is done based on their attendance and participation in the board and Committee meetings on the various subjects discussed. Each Independent Board member is evaluated by the other independent board members. The performance will be evaluated as per the requirements of the Act and the Listing Agreement.

Sitting fees: - Each Non-Executive Director will be receiving the sitting fees as per the mutual agreement between the Non-Executive Directors and the company, per board and committee meeting for their presence . Absent Nonexecutive Directors are not paid any sitting fees.

Termination

- i) The resignation can be given at any time and as and when one wishes to do so and are requested to serve a reasonable written notice to the Board stating out the reason for resignation. Further, appointments may be terminated in accordance with applicable law.
- ii) Continuation of appointment is contingent on willingness to continue as an independent director and getting re-appointed by the shareholders in accordance with applicable law. One will not be entitled to compensation if the shareholders of the Company do not re-appoint at any time.

Confidentiality

- i) All information in relation to the Company acquired during appointment and tenure as an independent director is confidential and not to be disclosed to third parties unless required by law.
- ii) As a director, one is subject to and bound by the prohibition and restrictions against insider trading and disclosure of unpublished price sensitive information, as prescribed under the Act and the regulations issued by the Securities and Exchange Board of India ("SEBI"). One has to strictly abide by the Code of Conduct for Prevention of Insider Trading of the Company under SEBI (Prohibition of Insider Trading) Regulations, 1992 (as amended or replaced from time to time).

Liability

Subject to applicable law, any breach of duty will be liable to the consequences prescribed under applicable law and in relation to the Company and will be liable.

for such acts of omission or commission by the Company which had occurred with one's knowledge, attributable through Board processes, and with consent or convenience, or where one has not acted diligently.