

Strictly private and confidential

**Terms of Appointment, subject to Companies Act, 2013 and
Articles of Association of the Company**

Appointment

Your appointment will be for a term of five consecutive years effective 13th January, 2016 and subject to annual performance evaluation in the Board. As an Independent Director, you shall not be liable to retire by rotation.

During your tenure as an Independent Director, you may be requested to serve on one or more of the committees of the Board. Copies of the terms of reference for each of those committees will be provided to you at the appropriate time.

Role & Duties

The Company attaches the highest importance to your all-round perspective while on the Board. As an Independent Director of the company, we hope to derive the benefit of your vast experience on business matters and in advising the Company as mentioned in Section 166 of the Companies Act, 2013 ("Act").

Fees / Commission

The Board may from time to time fix the remuneration to be paid by way of sitting fees for attending meetings of the Board or Committee thereof.

Reimbursement of Expenses

The Company will reimburse you for all reasonable out of pocket expenses incurred while carrying out your duties including expenses incurred on obtaining advice from independent advisors.

Other Directorships and Business Interests

The Board of Directors has an obligation to act in the best interest of the Company. While the Company acknowledges that you may have business interests other than those of the Company, you are requested to inform the Company Secretary of any apparent situations that present a potential or actual conflict of interest. You are also requested to inform the Company on your accepting Directorships of other companies.

In compliance with the requirements of the Act, you are required to make certain disclosures related to and/or which might affect your role as a Director. These include:

- Promptly advising details of any interests, or changes thereto, in the Company's securities;
- Provide a current list of your related parties and companies in which you hold positions as Director or other positions held by you.

Code of Conduct & other Compliances

During your appointment, you would be required to comply with all relevant regulations as may be issued by the Government of India and other authorized bodies as set up by the Government on its behalf, including the Code for Independent Directors and such other requirements as the Board may specify from time to time.

At the first meeting of the Board in every financial year, or whenever there is any change in the circumstances which may affect your status as an Independent Director, you will give a



declaration to confirm that you meet the criteria of independence as provided in Section 149 (6) of the Act.

Confidentiality

In your role as an Independent Director you will be in possession of confidential information about the Company and its affairs. You may kindly use that information in the proper performance of your duties only or as required by law.

You must apply the highest standards of confidentiality and not disclose to any person or company (during the course of the Appointment or within 3 (three) years after the cessation), any confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unless such disclosure is expressly approved by the Board or required by law.

Performance Review Process

As required by the Companies Act, your performance will be evaluated within the Board of Directors on an annual basis.

Cessation

On cessation of the Appointment you will deliver to the Company all books, documents, papers and other property of or relating to the business of the Company or any Subsidiary/Associate Company. The Company shall arrange disposal of papers which you no longer require.