

TERMS AND CONDITIONS OF INDEPENDENT DIRECTORS

1. Appointment

1.1 Your appointment will be for an initial term of five consecutive years with effect from November 4, 2014.

1.2 Your term shall end in any event on either at the expiry of November 3, 2019 or the date, on which you resign or are removed from the office of director, whichever is earlier.

1.3 You will be eligible for re-election for another term of five consecutive years after the expiration of the first term mentioned above subject to your own wishes and approval of the Board and Shareholders, and subject to compliance with and in accordance with the Act, and any other law for the time being in force including the SEBI (LISTING OBLIGATIONS AND DISCLOSURE REQUIREMENTS) Regulations, 2015 (as amended from time to time) as applicable to the Company.

1.4 An annual performance evaluation of the Board as a whole and of the individual directors will be carried out. The criteria for performance evaluation will be as determined by the Nomination and Remuneration Committee. Your performance evaluation will be done excluding your presence. Your re-appointment will also be on the basis of the report of your performance evaluation.

1.5 As an Independent Director the provisions for retirement by rotation at each Annual General Meeting of the Company shall not apply to you. Your resignation or removal shall be in accordance with the Act.

1.6 Notwithstanding anything contained herein your appointment will cease immediately in case you incur any of the disqualification specified under Section 167 of the Act, or any other provisions contained therein, and/or any other law for the time being in force including the SEBI (LISTING OBLIGATIONS AND DISCLOSURE REQUIREMENTS) Regulations, 2015 (as amended from time to time) as applicable to the Company. In such an event, you agree to submit your resignation as Director of the Company effective the date of such disqualification.

1.7 You may resign from the position of Director by issuing a notice to that effect to the Company in writing stating therein, the reasons for resignation. Such resignation shall either be effective from the date of receipt of resignation by the Company or the date that may have been specified by you in your notice whichever is later.

2. Duties and expectations of Board

2.1 You will be expected to perform your duties, whether statutory or fiduciary faithfully, efficiently and diligently to a standard commensurate with both the functions of your role as an Independent Director and your knowledge, skills and experience.

2.2 You are expected to acquaint yourself with the Company's operations and businesses and update yourself regularly.

2.3 You will exercise your powers in your role as an Independent Director having regard to the relevant obligations under prevailing law including the Act, the SEBI (LISTING OBLIGATIONS AND DISCLOSURE REQUIREMENTS) Regulations, 2015 (as amended from time to time).

2.4 You will have particular regard to general duties for the directors laid down under Section 166 of the Act.

2.5 As an Independent Director you will have to abide by the **Code for Independent Directors** under Schedule IV pursuant to Section 149 of the Act, including the duties, roles and functions and guidelines for professional conduct set out therein (which shall be deemed to form part of this appointment letter).

2.6 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.

2.7 You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates and if found guilty of making any undue gain, you shall be liable to pay an amount equal to that gain to the Company.

2.8 You shall not assign your office and any assignment so made shall be void.

2.9 At the first meeting of the Board in every financial year of the Company or whenever there is any change in the circumstances which may affect your status as an Independent Director, you are required to give a declaration to that effect confirming that you meet the criteria of Independence (as required under Section 149(6)/149(7) of the Act).

2.10 You agree to furnish disclosure of interest to the Company as required under Section 184 and 164(2) of the Act as well as avoid any conflicts.

2.11 You agree to attend the Annual meeting of Independent Directors and discuss the agenda as provided in Schedule IV of the Act.

2.12 During your tenure with Company in case you get disqualified as provided in Section 164(1) of the Act, you are requested to intimate the Company.

2.13 You are also requested to ensure that the conditions as prescribed under Section 167 of the Act are not attracted resulting in vacation of your office.

2.14 You agree to devote such time as is prudent and necessary for the proper performance of your duties as an Independent Director and / or Committee member / Chairman. This would depend on preparation for and attendance at:

- scheduled Board and committee (where you are a member) meetings
- the Annual General Meeting of members
- meetings of the Independent Directors
- training to Board members
- Meetings, if any, as part of the Board evaluation process.
- Additional Board, committee or shareholder meetings convened as when deemed necessary

2.15 By accepting this appointment you undertake that, taking into account all other commitments you may have, you are able to, and will, devote sufficient time to your duties as an Independent Director.

2.16 As an Independent Director you shall endeavour to have at least one meeting in a financial year with other Independent Directors without the attendance of other Non-Independent Directors and members of management to review the performance of the Non-Independent Directors and Board as a whole, including performance of Chairman of the Board, and assess the quality, quantity and timeliness of flow of information between the management and the Board that is necessary for the Board to effectively and reasonably perform their duties. You should strive to be present at such meeting.

3. Board Committees

You may also be appointed as a Member of the Audit Committee, the Nomination & Remuneration Committee, the Corporate Social Responsibility Committee and/or a Member of the Stakeholders Relationship Committee as and when Board decides.

The Roles and Functions of Committees are attached as Annexure---. The Board may reconstitute the composition of any/all Committees, from time to time, and any such change shall be promptly communicated to you. In such an event you may also be required to serve on other Committees of the Board.

4. Liabilities

4.1 Though the Board as a whole is collectively responsible for promoting the success of the Company by directing and supervising its affairs in a responsible and effective manner, in your capacity as an Independent Director you will be liable in respect of such acts of omission or commission by a company which had occurred

with your knowledge, attributable through Board processes, and with your consent or connivance, or where you have not acted diligently.

4.2 Any breach of duties specified or expected of you as an Independent Director may expose you to penal consequences as specified under the Companies Act, 2013 or any other applicable law in force.

5. Remuneration and Expenses

5.1 As an Independent Director your remuneration will comprise of a sitting fee for Board/Committee Meetings and a commission based on the profits of the Company. You will not be entitled to any stock options.

5.2 The sitting fees at present is ₹50,000/- for each Board Meeting, ₹40,000/- for each Audit committee meeting, ₹25,000/- for each Nomination and Remuneration Committee meeting, ₹15,000/- for each Risk Management Committee meeting and ₹10,000/- for each Corporate Social Responsibility Committee meeting and Stakeholders Relationship Committee meeting.

5.3 The total amount of commission payable to all Non-Executive Directors including Independent Directors is limited to an amount not exceeding 1% of net profits of the Company in the concerned financial year or the limits as may be prescribed by the Act whichever is lower.

5.4 The said commission will be paid subject to the approval by the Board and the Shareholders, if required.

5.5 The Company will reimburse you for expenses incurred for participation in the Board/Committee Meetings and fair and reasonable expenses incurred by you in connection with performing the duties as a Director.

5.6 The remuneration payable will be subject to tax and statutory deductions or levies.

5.7 The remuneration payable to non-executive directors including Independent Directors will be reviewed periodically by the Board (and/or the Nomination and Remuneration Committee of the Board).

5.8 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 like Advocates, Company Secretaries, Chartered Accountants etc., at the Company's expense. The Company will reimburse the fair and reasonable cost of expenditure incurred in accordance with the Company's policy.

6. Confidentiality

6.1 You acknowledge that all information acquired during your appointment or engagement as a director with the Company is confidential to the Company and should not be released, communicated, nor disclosed either during your appointment or following termination (by whatever means), to third parties without our prior clearance.

6.2 This restriction shall cease to apply to any confidential information which may (other than by reason of a breach of the confidentiality obligations set out herein) become available to the public generally.

6.3 You acknowledge the need to hold and retain company information (in whatever format you may receive it) under appropriately secure conditions.

6.4 Your attention is drawn to the requirements under both law and regulation regarding the disclosure of unpublished price sensitive information, and in particular to the SEBI (Prohibition of Insider Trading) Regulations, 1992, on insider dealing and Section 195 of the Companies Act, 2013. You should avoid making any statements that might risk a breach of these requirements. If in doubt please contact the Company Secretary/ the Compliance Officer (whose details are incorporated in the Code of Conduct).

6.5 During your period of appointment you are required to comply with the provisions of the **Code of Conduct** framed under SEBI (Prohibition of Insider Trading) Regulations, 1992. A copy of the code adopted by the Company will be provided to you separately.

7. Code of Business Ethics

The Company has framed a **Code of Business Conduct and Ethics**. You will have to abide with the Code of Business Conduct and Ethics and affirm compliance with it annually. A copy of the code adopted by the Company will be provided to you separately.

8. Directors and Officers Liability Insurance

The Company has a directors' and officers' liability insurance in place and it is intended to maintain such cover for the full term of your appointment.

9. Retirement Policy

The age of retirement for Non-Executive Directors including Independent Directors is 75 years.

10. Change of Personal Details

During the term, you shall promptly intimate the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in address or other contract and personal details provided to the Company.

11. Governing Law

This agreement is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of the courts in Bangalore.

12. Co-operation

In the event of any claim or litigation against the Company, based upon any alleged conduct, act or omission on your part during your Term, you agree to render all reasonable assistance and cooperation to the Company and provide such information and documents as are necessary and reasonably requested by the Company or its Counsel.

13. Interpretation, Amendments and Modifications

13.1 This letter constitutes the terms and conditions of your appointment. Your relationship with the Company will be that of an Office-holder and not that of Contract for employment with the Company.

13.2 If deemed necessary any modification will be effected in compliance with applicable law and if required subject to approval of shareholders of the Company.

13.3 Any reference to any law, legislation or provision thereunder will include reference to such law, legislation or provision as may be amended, modified, re-enacted or supplemented from time to time.

13.4 If at any time you have any comments or questions relating to your position as an Independent Director you are welcome to contact the Company Secretary.

13.5 On behalf of the Company and the Board, we look forward to your valued participation in the Board deliberations and successful direction of the Company's activities. Please confirm your acceptance by signing and returning to the enclosed copy of this letter.