

INDIA EXPOSITION MART LIMITED



TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS OF THE COMPANY

[Pursuant to the provisions of Schedule IV to the Companies Act, 2013 and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI LODR")]



Introduction

The appointment of Independent Director(s) of the Company is approved at the meeting of the shareholders. The Board ensures that the Independent Director proposed to be appointed fulfils the conditions specified in the Act and the Rules made thereunder and that the proposed director is independent of the management and a statement to that effect is included in the explanatory statement attached to the notice of the meeting.

The independent director shall abide by the 'Code for Independent Directors' as outlined in Schedule IV to Section 149(8) of the Companies Act and duties of directors as provided in the 2013 Act and SEBI LODR. The broad terms and conditions of appointment of Independent Directors of the company, as may be appointed from time to time are as under:

1. Appointment

- a) The appointment of the Independent Directors can be for maximum two consecutive terms of five years each or less, from date of appointment and shall not be liable to retirement by rotation.
- b) The terms of Independent Director shall be in accordance with the provisions of the Companies Act 2013 and SEBI LODR.
- c) The Independent Directors may be required to serve on one or more Board Committees as may be decided by the Board from time to time. The role of these Board committees would be such as may be determined by the Board from time to time.

2. Committees

The independent Directors may be required to serve one or more committees of Board as may be decided by the Board from time to time. The Board of Directors may invite the Independent Directors for being appointed on any Committee(s) that may be set up in the future.

3. Professional Code of Conduct

The Independent Director of the Company shall agree to comply with the Code of Conduct for Board and Senior Management.

Unless specifically authorized by the Company, they shall not disclose Company and its Business information to constituencies.

Their obligation of confidentiality shall survive cessation of their directorship with the Company.

The provisions of both, Securities and Exchange Board Of India (Prohibition Of Insider Trading) Regulations, 2015 and Code of Conduct on Prevention of Insider Trading, prohibiting disclosure or use of unpublished price sensitive information would be applicable to the Independent Directors.

Additionally, Independent Directors shall not participate in any business activity which might impede the application of their independent judgment in the best interest of the Company.

All Directors would be required to sign on an annual basis, a confirmation of acceptance of the Code of Conduct for Board and Senior Management as adopted by the Board.

4. Roles, duties and responsibilities

- A. As Members of the Board, they along with the other Directors, will be collectively responsible for meeting the objectives of the Board which inter alia, include:
- Requirements under the Companies Act, 2013, as amended or re-stated for the time being in force
 - Responsibilities of the Board as outlined in the Corporate Governance requirements as prescribed by SEBI LODR as amended from time to time
 - Accountability under the Director's Responsibility Statement.
- B. They shall abide by the 'Code For Independent Directors' as outlined in Schedule IV to Section 149(8) of the 2013 Act, and duties of directors as provided in the 2013 Act (including but not limited to Section 166) and SEBI (LODR).
- C. They will be particularly requested to provide guidance in their area of expertise.

5. Time Commitment

By accepting the appointment, the Independent Director confirms that they shall allocate and devote such time as is prudent for proper performance of their role as an Independent Director of the Company.

6. Other obligations and compliances

During their term, they agree to promptly notify the Company of any change in their directorships and provide such other disclosures and information as may be required under the applicable laws. They also agree that upon becoming aware of any potential conflict of interest with their position as Independent Directors of the Company, they shall promptly disclose the same to the Chairman and the Company Secretary. The Independent Director will execute/confirm with respect to the following documentation on a periodic basis:

- Confirmation that they are not disqualified to act as a Director of the Company in terms of the Companies Act, 2013;
- Declaration of Independence in terms of the Companies Act, 2013, particularly section 149(6);
- Code of Conduct for Independent Directors as per Schedule IV of the Companies Act, 2013;
- Disclosure of change in interest in companies where he is appointed / ceased as a Director or Key Managerial Personnel;
- Confirmation that his directorships in companies do not conflict with the interest of the Company

7. Sitting Fees

As Independent Directors they shall be paid sitting fees for attending the meetings of the Board and the Committees, as may be applicable, of which they are members. The sitting fees for attending each meeting of the Board and its Committees would be as determined by the Board from time to time.

Payment of sitting fees shall at all times be subject to the provisions of the Companies Act, 2013 and Rules there under and such amendments, as may be made thereto from time to time and other Acts and Rules as may be applicable.

8. Liability

An Independent Director will be liable only in respect of such acts of omission or commission by a company which had occurred with his knowledge, attributable through Board process, and with his consent or connivance or where he had not acted diligently.

9. Evaluation Process/ Performance Appraisal

The performance of individual Directors and the whole Board and its committees is evaluated annually. The Independent Director will have to make himself available for carrying out the annual / periodic performance review of himself and the Board committees where he is a part thereof for review purpose.

The criteria for evaluation shall be determined by the Nomination and Remuneration Committee and disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board / Committee.

Independent Director shall extend their contribution to review of the Board of Directors individually as well as for its various committees on behalf of / as desired by the Board of Directors on an annual / periodic time frame. If, in the interim, there are any matters which cause an Independent Director concern about his role, they can discuss them with the Chairman as soon as it is appropriate.

10. Induction, Training and Development

The Company may, if required, conduct formal training program for its Independent Directors, which may include any or all of the following:

- Board roles and responsibilities, whilst seeking to build working relationship among the Board members,
- Company's vision, strategic direction, core values, ethics and corporate governance practices,
- Familiarization with financial matters, management team and business operations,
- Meetings with stakeholders, visits to business locations and meetings with senior and middle management.



The Company may, as may be required, support Directors to continually update their skills and knowledge and improve their familiarity with the Company and its business. The Company will fund/ arrange for training on all matters which are common to the whole Board.

11. Changes Of Personal Details

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

12. Disengagement/ Termination

They may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by them in the notice, whichever is later.

Their directorship on the Board of the Company shall cease in accordance with law. The Company may disengage Independent Directors prior to completion of Term (subject to compliance of relevant provisions of the 2013 Act and SEBI LODR) upon :

- a) Violation of any provision of the Code of Conduct as applicable to Non-executive Directors
- b) Upon the director failing to meet the criteria for independence as envisaged in Section 149(6) of the 2013 Act and SEBI LODR.

13. Confidentiality and Non-Disclosure

The Independent Director will have access to confidential information, whether or not the information is marked or designated as “confidential” or “proprietary”, relating to the Company and its business including legal, financial, technical, commercial, marketing and business-related records, data, documents, reports, etc., client information, intellectual property rights (including trade secrets), (“Confidential Information”).

The Independent Director shall use reasonable efforts to keep the information as confidential and to not disclose to any third party, such Confidential Information. If any Confidential Information is required to be disclosed by them in response to any summons or in connection with any litigation, or in order to comply with any applicable law, order, regulation or ruling, then any such disclosure will be, to the extent possible, with the prior consent of the Board.

14. Governing Law

The Appointment and the terms are governed by the laws of India.

15. Authority

The letter of appointment will be issued under the authority of the Board.

Note: These are general terms and conditions of appointment of Independent Directors which are subject to modification/ amendment.