

**TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS****1. Appointment**

In accordance with the provisions of the Companies Act, 2013 (the “Act”) and the Rules made there under read with Schedule IV to the Act, Listing Regulations and other applicable provisions an Independent Director of Company being not liable to retire by rotation shall serve for a period of five consecutive years.

Appointment of Independent Director is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013. The term Independent Director should be construed as defined under the Act.

**2. Committees**

The Board may from time to time request their participation in one or more of its Committee(s). Their appointment on such Committee(s) will be subject to their consent and applicable regulations.

**3. Time Commitment**

An Independent Director shall bring objectivity and independence of view to the Board’s discussions and to provide the Board with effective leadership in relation to the Company’s strategy, performance, and risk management as well as ensuring high standards of financial probity and corporate governance.

The Board meets at least four times in a year. Independent Director shall be expected to attend Board meetings, meetings of the Committee to which Independent Director may be appointed and Shareholders meetings and to devote such time to duties.

**4. Professional Conduct**

An Independent Director shall:

- a) uphold ethical standards of integrity and probity;
- b) act objectively and constructively while exercising his duties;
- c) exercise his responsibilities in a bona fide manner in the interest of the company;
- d) devote sufficient time and attention to his professional obligations for informed and balanced decision making;
- e) not allow any extraneous considerations that will vitiate his exercise of objective independent judgment in the paramount interest of the company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making;

- f) not abuse his position to the detriment of the company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
- g) refrain from any action that would lead to loss of his independence;
- h) where circumstances arise which make an independent director lose his independence, the independent director must immediately inform the Board accordingly;
- i) assist the company in implementing the best corporate governance practices.

## **5. Duties**

An Independent Director, shall:

- a) undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the company;
- b) seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the company;
- c) strive to attend all meetings of the Board of Directors and of the Board committees of which he is a member;
- d) participate constructively and actively in the committees of the Board in which they are chairpersons or members;
- e) strive to attend the general meetings of the company;
- f) where they have concerns about the running of the company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board meeting;
- g) keep themselves well informed about the company and the external environment in which it operates;
- h) not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;
- i) pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the company;
- j) ascertain and ensure that the company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;
- k) report concerns about unethical behavior, actual or suspected fraud or violation of the company's code of conduct or ethics policy;
- l) acting within his authority, assist in protecting the legitimate interests of the company, shareholders and its employees;

m) not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

## **6. Status of Appointment and Remuneration**

Independent Directors shall not be employees of the Company, and this letter shall not constitute a contract of employment. They shall be entitled to sitting fees for attending meetings of the Board and its Committees, as may be determined by the Board of Directors from time to time.

## **7. Confidentiality**

All information acquired during the appointment is confidential and should not be released, either during appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by the rules of any stock exchange or regulatory authorities. On reasonable request, Independent Director shall surrender any documents and other materials made available to Independent Director by the Company.

Kind attention is also drawn to the requirements under the applicable regulations and the Expression 360 Services India Limited - Code of Conduct for Board of Directors and Senior Management, and to Expression 360 Services India Limited - Policy on procedure for inquiry in case of leak of Unpublished Price Sensitive Information. Consequently, Independent Director should avoid making any statements or performing any transactions that might risk a breach of these requirements.

## **8. Familiarization Program**

Immediately appointment, a familiarization program shall be undertaken for Independent Director to enable him /her to understand the business of the Company including a one-to-one interaction on the organizational set up, the functioning of various divisions / departments, the Company's market share and the markets in which it operates, governance and internal control processes and other relevant information pertaining to the Company's business.

## **9. Indemnity**

Independent Director are granted an indemnity from the Company in respect of liabilities incurred as a result of his/her office, to the extent permitted by law, including the Act.

## **10. Termination**

Independent Director may resign from his/her position at any time, Independent Director is requested to serve a reasonable written notice on the Board along with justification for the same.

Appointment for a second term is contingent on Independent Director getting re-elected by the shareholders in accordance with provisions of Act.

Appointment may also be terminated in accordance with the provisions of the Companies Act, 2013.