



**MPS Interactive Systems Limited**

4<sup>th</sup> Floor, Tower-A, Windsor IT Park, A-1, Sector-125, Noida,  
Uttar Pradesh-201303, India, Tel: +91 120-4599750

# TERMS AND CONDITIONS FOR APPOINTMENT OF INDEPENDENT DIRECTORS

OF

## MPS INTERACTIVE SYSTEMS LIMITED

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Applies to:	MPS Interactive Systems Limited
Approved by:	Board of Directors

[www.liberateglobal.com](http://www.liberateglobal.com)

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## TERMS AND CONDITIONS FOR APPOINTMENT OF INDEPENDENT DIRECTORS

The terms and conditions of appointment of the Independent Directors are subject to the extant provisions of (i) applicable laws, including the Companies Act, 2013 ("Act"); and (ii) the Articles of Association of the Company. The broad terms and conditions are set out hereunder:

### 1. Appointment

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The appointment of the Independent Directors shall be for such period as approved by the Board of Directors and subsequently ratified by the shareholders of the Company, subject to the maximum term prescribed under the Companies Act, 2013 ("Term"). The continuance of the appointment is subject to the Independent Director meeting the criteria of independence under Section 149(6) of the Act and not being disqualified from holding office as a director thereunder.

### 2. Role on the Board

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Independent Directors shall contribute their expertise to support the effective functioning of the Board and its Committees. They are expected to:

- Devote adequate time for Board and Committee meetings, including preparation and related pre-meeting commitments.
- Serve on one or more Committees as assigned by the Board, and adhere to the respective terms of reference and duties.
- Perform their roles and functions in accordance with the Code for Independent Directors as prescribed under Schedule IV of the Companies Act, 2013.

### 3. Guidelines of Professional Conduct

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As an Independent Director of the Company, they shall:

- Comply with the Code of Ethics/Conduct Policy of the Company.
- Uphold ethical standards of integrity and probity in all dealings.
- Act objectively and constructively while exercising their duties.
- Exercise responsibilities in a bona fide manner in the interest of the Company.
- Devote sufficient time and attention to professional obligations for informed and balanced decision-making.
- Not allow any extraneous considerations to vitiate the exercise of objective independent judgment in the paramount interest of the Company, whether concurring with or dissenting from the collective judgment of the Board.
- Not abuse their position to the detriment of the Company or its shareholders, or for gaining any direct or indirect personal advantage or advantage for any associated person.
- Refrain from any action that would lead to loss of their independence; and where circumstances arise causing loss of independence, immediately inform the Board accordingly.
- Assist the Company in implementing best corporate governance practices.

### 4. Duties and Liabilities

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The duties and liabilities of an Independent Director shall be governed by the Companies Act, 2013 and the rules framed thereunder, the Company's policies, its Articles of Association, and all other applicable laws and regulations.

Independent Directors shall, in particular, comply with and be guided by:

- The Code for Independent Directors as set out in Schedule IV of the Companies Act, 2013.
- The Integrity Manual and other internal policies of the Company, as amended from time to time.
- The disclosure requirements under Section 184 of the Companies Act, 2013 in respect of their interests.

## 5. Remuneration

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Independent Directors shall be entitled to the following by way of remuneration:

- **Sitting Fees:** For attending meetings of the Board or Committees thereof, at such amounts as may be approved by the Board from time to time within the overall statutory ceiling prescribed under the Companies Act, 2013.
- **Commission:** Such commission, if any, as may be approved by the Board and the shareholders from time to time, in accordance with applicable law.
- **Expense Reimbursement:** All travelling and other incidental expenses reasonably incurred in connection with attending meetings of the Board or its Committees, or otherwise incurred in the performance of duties as Director.

## 6. Re-Appointment

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Re-appointment of an Independent Director shall be based on a report of performance evaluation conducted by the entire Board of Directors. The decision to extend or continue the Term of appointment shall be determined on the basis of such performance evaluation report.

## 7. Representation and Warranty

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Each Independent Director represents and warrants that, throughout the Term of their appointment, they shall continue to meet the criteria of independence as specified under Section 149(6) of the Companies Act, 2013, and shall promptly notify the Board in the event that any such criteria cease to be satisfied.

## 8. Proprietary Rights and Ownership

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All data, literature, and information in any form provided by the Company to the Independent Director shall be deemed proprietary to the Company, whether or not expressly marked as such. The Independent Director shall not, during or after the Term, reveal or transfer any such proprietary data or information to any person, third party, or entity, without the prior written authorisation of the Company. Transference of proprietary data shall not constitute a waiver or relinquishment of the Company's rights therein.

## 9. Confidentiality

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The Independent Director shall maintain the strictest confidentiality with respect to all information concerning the Company obtained during and after the Term, and shall not divulge, disclose, or communicate the same to any person, except to the extent necessary for the performance of their duties as Director.



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## 10. Directors and Officers Liability Insurance

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The Company shall extend cover to the Independent Director under its Directors and Officers Liability Insurance Policy, maintained at the holding company level, for acts and omissions in their capacity as a Director of the Company.

## 11. Disclosure of Terms

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The terms and conditions contained in the Letter of Appointment of the Independent Director shall not be disclosed by the Independent Director in any manner, whether orally or in writing, without the prior written approval of the Company.

## 12. Jurisdiction

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Any dispute arising out of or in connection with the appointment of an Independent Director shall be subject to the exclusive jurisdiction of the courts situated at Chennai.