

## **TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS**

### **1. Term-**

Your appointment will be for a term of five years with effect from September 04, 2014 to September 03, 2019 and shall be governed by the provisions with respect to the “Term” under applicable laws.

As an Independent Director you will not be liable to retire by rotation.

Re-appointment for another term at the end of the current term shall be as per the provisions of the Act and Rules framed thereunder, provisions of the Listing Agreement and/or any other Act or Regulations. Your re-appointment would be considered by the Board based on prescribed performance evaluation process and your continuing to meet the independence criteria.

### **2. Committee/s-**

Currently, you may be the Chairman/ Member of various Committees of the Board.

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.

### **3. Expectation of the Board-**

You are expected to provide your expertise and experience inter alia in the fields of strategic planning and management, corporate governance including Board best practises, finance, accounts and audit and such other areas which the Board recommends and the committees of the Board you may be nominated. In addition to routine Board Meetings, you should allow time for committee meetings, preparatory work and travel, and ensure that you are in a position to make the necessary overall time commitment.

1. The Company expects a commitment of sufficient time and attention as necessary in order to perform your duties under the appointment.
2. The Company expects that you will constructively contribute to the development of strategy in identified areas.
3. You shall effectively contribute towards performance of management in meeting agreed goals and objectives and monitor the reporting of performance.
4. You shall satisfy yourself that the financial information is accurate and that financial controls and systems of risk management are robust and defensible.
5. You must apply the highest standards of confidentiality and not disclose to any person or Company (whether during the course of appointment or at any time after its termination) any confidential information concerning the Company and any Group companies with which you come into contact by virtue of your position as a Non –Executive Independent Director of the company.
6. You must comply with provisions of the Act and the Rules framed thereunder, including any statutory modification or amendment thereof and provisions of

the Listing Agreement executed by the Company with Stock Exchanges, as applicable.

7. You are expected to act diligently and in good faith in the interest of the Company.

#### **4. Roles and responsibilities-**

As member of the Board you along with the other Directors will be collectively responsible for meeting the objectives of the Board which include:

- ❖ Requirements under the Act,
- ❖ Responsibilities of the Board as outlined in the Corporate Governance requirements as prescribed by Stock Exchanges under Clause 49 of the Listing Agreement,
- ❖ Accountability under the Directors' Responsibility Statement,
- ❖ Overseeing the maintenance of high standards of UBL values and ethical conduct of business.

#### **5. Fiduciary duties-**

- a. You shall not violate any of the terms and conditions pertaining to Independent Directors as mentioned in the Act or the Listing Agreement or any other Act or Regulations.
- b. You shall disclose interest in any of the contract or arrangements and also disclose the interest on periodical basis as required under law.
- c. You shall strive to attend all meetings including Board, Committee and General Meetings. You shall actively participate in the meetings.
- d. You shall not compromise or allow to compromise "Independence".
- e. You shall not misuse the assets, property, information or any other matter that may be in your possession, in the capacity as a Director of the Company.
- f. You shall not engage in Insider Trading activities.
- g. You shall ensure compliance of all the laws of the land.

The above list is only indicative and not exhaustive.

You shall abide by the 'Code for Independent Directors' as outlined in Schedule IV to Section 149(8) of the Act, and duties of Directors as provided in the Act (including Section 166) and in Clause 49 of the Listing Agreement. The Code for Independent Directors as adopted by the Board shall be provided to you for your perusal and record.

You shall also abide by the 'Code of Conduct for Prevention of Insider Trading' as per the Securities and Exchange Board of India (Insider Trading) Regulations, 1992 including disclosures required under this Code.

#### **6. Sitting fees, reimbursement of expenses and profit related commission-**

As an Independent Director you shall be paid sitting fees for attending the meetings of the Board and the Committees of which you are a Member as fixed by the Board from time to time.

In addition to the sitting fees, profit related commission may also be payable to you as may be permitted under the Act and approved by the Board/Shareholders from time to time. Such payment shall be at the discretion of the Board.

Further, the Company may pay or reimburse to you such fair and reasonable expenditure, as may have been incurred by you while performing your role as an Independent Director of the Company. This could include reimbursement of expenditure incurred by you for attending Board/ Committee meetings, Annual General Meetings, Extraordinary General Meetings, court convened meetings, meetings with shareholders/ creditors/ management, site visits, induction and training (organized by the Company for Directors) and in obtaining, subject to prior consultation with the Board, professional advice from independent advisors in the furtherance of your duties as an Independent Director.

### **7. Directors and Officers (D & O) Insurance-**

The Company has taken an appropriate Directors' and Officers' Liability Insurance Policy and pay the premiums for the same. It is intended to maintain such insurance cover for the Term of your appointment, subject to the terms of such policy in force from time to time.

### **8. The Code of Conduct and Business Ethics-**

As an Independent Director of the Company, you agree to comply with the UBL Code of Conduct and Business Ethics for Non-Executive Directors (NEDs).

You are required to sign confirm the compliance of the UBL Code of Conduct and Business Ethics for NEDs on annual basis.

### **9. Prohibitive Actions-**

As a Director of the Company, you shall not-

- ❖ Misuse the information in your possession for personal gains.
- ❖ Engage in any way (both directly or indirectly) with the competitors
- ❖ In any way indulge in activities which may be construed as conflict of interest.
- ❖ Violate any law of the land or indulge or provoke the co-directors or employees to do the same.
- ❖ Violate the 'Code of Conduct for Prevention of Insider Trading' of the Company
- ❖ Enter into any contract or arrangements except for these approved and permitted by the Board.

The above list is only indicative and not exhaustive.

### **10. Disclosures-**

During the Term, you agree to promptly notify the Company of any change in your directorships, Committee Memberships, Shareholdings in any company or companies or bodies corporate, firms or other association of individuals and

provide such other disclosures and information as may be required under the applicable laws in prescribed format. You also agree that upon becoming aware of any potential conflict of interest with your position as Independent Director of the Company, you shall promptly disclose the same to the Company Secretary.

During your term, you shall promptly provide a declaration under Section 149(7) of the Act and disclosure of interest under Section 184(1) of the Act, at the first meeting of the Board in every financial year or whenever there is any change in circumstances which may affect your status as an Independent Director, at the first meeting of the Board after such change. Your limit on number of directorships and committee memberships shall be governed by the Act, Rules framed thereunder and the Listing Agreement.

### **11. Related Party Transactions-**

You are required to notify to the Audit Committee and the Board of Directors, any transaction with a Related party, as defined in the Act, Listing Agreement, Accounting Standards, or such other regulations as may be amended from time to time.

### **12. Changes 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 contact and personal details provided to the Company.

### **13. Vacation of Office as per the Act-**

You shall be deemed to have vacated the office of Director ipso facto if you incur any of the disqualifications under Section 167 of the Act.

### **14. Termination-**

Apart from the grounds of termination as specified in the Act, your directorship may be terminated for violation of any provision of the UBL Code of Conduct as applicable to Non-Executive Directors, misconduct or the directorship may cease at the discretion of Promoters of the Company.

You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation and also to Registrar of Companies.

If at any stage during the Term, there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the Act or, if applicable, you fail to meet the criteria for "independence" under the provisions of Clause 49 of the Listing Agreement, you agree to promptly submit your resignation to the Company with effect from the date of such change.

### **15. Miscellaneous-**

This letter read with the Code for Independent Directors represents the entire understanding in relation to your appointment and supersedes any previous

resolution of the Board / Shareholders relating to your appointment, and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom.

No waiver or modification of this letter shall be valid unless made in writing and signed by you and the Company.

As per the provisions of the Act and Clause 49 of the Listing Agreement, this letter along with the Code for Independent Directors and your detailed profile will be disclosed on the website of the Company and the relevant Stock Exchanges.

**16. Acceptance of Appointment-**

We are confident that the Board and the Company will benefit immensely from your rich experience and we are eager to have you as an integral part of the growth of our Company. If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the duplicate copy of this letter.

We thank you for your continued support and commitment to the Company.