

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

(Pursuant to Schedule IV of the Companies Act, 2013)

1. The term of Appointment:

1.1 You have been appointed as an Independent Director on the Board of Directors of Binny Limited with effect from _____, for a term of 5 (Five) consecutive years upto _____. Please note that during this period, you will not be liable to retire by rotation.

1.2 The Company has adopted the provision with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and Listing Regulations 2015. Accordingly, the Independent Directors will serve for not more than two terms of five years each on the Board of the Company.

2. Expectation of the Board from the appointed Director:

2.1 **Time Commitment:** As a Non-Executive Director you are expected to bring objectivity and independence of view to the Board's discussions and to help 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 Company expects your ability to allocate sufficient time to meet the expectations from your role as an Independent Director of the Company to the satisfaction of the Board.

2.2 **Strategy:** The Company expects that you should constructively challenge, help and develop the proposals on strategy.

2.3 **Performance:** You shall scrutinize the performance of the management in meeting agreed goals and objectives and monitor the reporting of performance every quarter.

2.4 **Risk:** You should satisfy yourself on the integrity of financial information and that financial controls and systems of risk management are robust and defensible.

2.5 **Compliance:** You should keep governance and compliance with the applicable legislation and regulations under review.

2.6 **Confidentiality:** You must apply the highest standards of confidentiality and not disclose to any person or Company unless required by law or by the rules of any stock exchange or regulatory body (whether during the course of Appointment or at any time after its termination) any confidential information as to 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.

3. Appointment in Board level Committees and its tasks:

The Board of Directors may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. Your appointment on such Committee(s) will be subject to the terms of reference.

4. The Fiduciary duties that come with such an appointment along with accompanying liabilities:

4.1 You shall discharge your duties with due and reasonable care, skill and diligence.

4.2 You shall act in good faith in order to promote the objects of the Company for the benefit of its members as a whole and in the best interest of the Company.

4.3 You shall not breach any of the terms and conditions as prescribed in the Companies Act 2013 and the relevant Rules made there under.

4.4 You shall disclose interest in any of the contract or arrangements and also disclose the interest on periodical basis as required by law.

4.5 You shall strive to attend all meetings including Board, Committee and General Meetings. You shall actively take part in the Meetings.

4.6 You shall not compromise or allow to compromise " Independence".

4.7 You shall not indulge in Insider Trading Activities.

4.8 You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.

4.9 You must heed to the compliance of relevant laws.

5. The code of Business Ethics that the Company expects its directors and employees to follow:

During the tenure of your appointment, you are required to comply with the code of conduct adopted by the Board of Directors and to comply with Schedule IV of the Companies Act, 2013 and applicable Regulations of the Listing Regulations 2015, SEBI Rules and Regulations for prohibition of Insider trading as amended from time to time and other applicable Regulations if any.

6. The list of actions that a Director should not do while functioning as such in the Company:

You shall not

- i. Misuse the information in your possession for personal gains.
- ii. In any way indulge in the activities which may be construed as conflict of interest.
- iii. Break any law or induce company directors or employees to do the same.
- iv. Enter into contract wherein he is directly or indirectly interested.
- v. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates

The above list is only indicative but not exhaustive.

7. The remuneration, mentioning periodic fees, reimbursement of expenses for participation in the Board's and other Meetings:

The remuneration policy for Independent Director is reviewed periodically by the Board or Committee thereof. Presently, Independent Directors are remunerated by way of sitting fees. Presently, for Board meeting the sitting fees paid is Rs._____/ - per meeting.

The expenses incurred by the Directors for attending the Board or Committee Meetings or general meetings and any other work to perform the duties are reimbursed.

8. Others:

The Appointment Letter is issued based on the Act, Rules and other Regulations prevalent at the time of appointment. Any change in above, shall automatically entail changes in the terms and conditions which will be communicated to you.

The Board or its Committee is empowered to change the policy, from time to time. Such change in policy shall be informed to you.

The Board or its Committee is empowered to review and change the terms and conditions of this letter. Any changes, thereof, will be informed to you.