

RISHIROOP LIMITED

General terms and conditions of appointment of Independent Directors

1. Terms of Appointment:

Subject to members' approval at the Annual General Meeting of the Company, the term of appointment of Independent Directors of the Company is for a period of Five (5) consecutive years from the date of their being appointed or designated as such on the Board of the Company.

Appointment of Independent Director is also subject to the permissible directorships that one can hold as per the provisions of the Companies Act, 2013 and other applicable statutes.

Independent Directors will be eligible to be re-appointed for a further period of 5 consecutive years, after the completion of their tenure of first 5 years, subject to Board approval, and the passing of a Special Resolution by Shareholders.

2. Duties:

In addition to their role as a Director, the Board may nominate Independent Director as the Chairman / Member of other Board Committees, as it may deem fit from time to time.

Further, Schedule IV of Companies Act, 2013 prescribes certain duties of Independent Directors.

3. Remuneration:

Independent Directors are entitled to a Sitting Fee for every meeting of the Board/ Committee of Board. The amount of sitting fess shall be as decided by the Board from time to time.

4. Conflict of Interest

It is accepted and acknowledged that independent directors may have business interests other than those of the Company. As a condition of their appointment commencing, they are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of the appointment.

In the event that circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to

revise its judgment on the independence of the director, this should be disclosed to the Company by the director.

5. Confidentiality

All information acquired during appointment is confidential and should not be released, either during the appointment or following termination to third parties without prior clearance from the Chairman unless required by law or by the rules of any regulatory body.

6. Evaluation

As per the statutory requirements, the Company will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis. The appointment and re-appointment of independent director on the Board shall be subject to the outcome of the yearly evaluation process.

7. Disclosure of Interest

Independent Directors shall disclose any material interest that they may have in any transaction or arrangement that the Company has entered into. Such interest should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record the interest appropriately. A general notice of interest in any contracts with a particular person, firm or company is acceptable.

8. Termination

Independent director may resign from his position at any time on serving a reasonable written notice on the Board.

Continuation of the appointment is contingent on his getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013 and the Articles of Association of the Company, from time to time in force.

Appointment of independent director may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.

The Board may prescribe any further duties and responsibilities, including as per the applicable statutory provisions.