



J T L INFRA LIMITED
TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

1. Period of Appointment:

Your appointment will be for a term of Five years, unless terminated earlier or extended, as per the provisions of this letter or applicable laws (“the term”).

As an independent director you will not be liable to retire by rotation.

Re-appointment for another term of maximum period of five years at the end of the current term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the shareholders by way of Special Resolution. Your reappointment would be considered by the Board based on the outcome of the performance evaluation process and you continuing to meet the independence criteria.

2. The expectation of the Board from the appointed Director:

The Board expects from you that you will: -

- Comply with the provisions of the Companies Act, 2013 and the rules made there under, including any statutory modification or amendment thereof and provisions of the SEBI (LODR) Regulations, 2015 as applicable to you as an Independent Director.
- Understand and carry out diligently, your role & functions and duties as provided under Schedule IV to the Companies Act, 2013.
- Adhere to the Code of Conduct of the company for the members of the Board and Senior management as laid down by the Board and confirm adherence for the same on an annual basis.
- Avoid conflict of interest with the overall interest of the Company.
- Apply the highest standards of confidentiality and not disclose to any person or entity (whether during the course of the Appointment or at any time after its termination) any confidential information concerning the Company and any group Companies which you may come to know by virtue of your position as an Independent Director of the Company.
- Act diligently and in good faith for the interest of the company.

3. Appointment in Board Level Committees and its tasks:

During the tenure as Independent Director, you may be requested to serve on one or more Committees of the board. You will carry out your duties / tasks as member/ chairmen of such Committee(s) of the Board as per the terms of reference of such committee(s).

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

- a. The Director, being at a statutory position and appointed pursuant to requirements of the Laws, the appointment comes with fiduciary duties of a director as a trustee of the interest of the Company.
- b. You will act in good faith in order to promote the objects of the company for the benefits of its members as a whole, and in the best interest of the company, its employees, the shareholders, community and for the protection of environment.
- c. You exercise you duties with due and reasonable care, skill and diligence and will exercise independent judgment.



- d. You will disclose interest in any of the contract or arrangements and also disclose the interest on periodical basis as required under law.
- e. You will not misuse the assets, property, information or any other matter that you may have access to, in the capacity as a Director of the Company. You will not engage in Insider Trading Activities.

The above List is only indicative and not exhaustive.

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

The Company has formulated a detailed code of Conduct for the Board of Directors and Senior Employees of the company. The Code of Conduct is also displayed in the Company's website. You will affirm compliance with the code on an annual basis.

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

You will not –

- a. Misuse the information in your possession.
- b. Engage in any way (both directly and indirectly) in any activity having conflict of interest with that of the company.
- c. Break any law of the land or indulge or provoke the co-directors or employees to do the same.
- d. Enter into any contracts or arrangement wherein you are directly or indirectly interested as per the provisions of the act.
- e. You will not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners, or associates and if you are found guilty of making any undue gain, you will be liable to pay an amount equal to that gain to the company.
- f. You will not assign his office and any assignment so made shall be void.

The above list is only indicative and not exhaustive.

7. The remuneration, mentioning periodic fees, reimbursement of expenses for participation in the Boards and other meetings:

You will be paid sitting fees, as may be determined by the Board for participating in the Board, Committee Meeting or other meetings. The out of pocket expenses reasonably incurred by you for attending the Board or committee Meetings or any other work of the company shall be reimbursed.

8. Termination:

Your directorship on the Board of the Company shall terminate or cease in accordance with law. Apart from the grounds of termination as specified in the 2013 Act, your directorship may be terminated for violation of any provision of the JTL Code of Conduct as applicable to Non-Executive Directors.

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 (RoC). The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by you in the notice, whichever is later.

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 2013 Act or, if applicable, you fail to meet the criteria for



“independence” under the provisions of SEBI (LODR) Regulations, 2015, you agree to promptly submit your resignation to the Company with effect from the date of such change.

9. Confidentiality:

You must apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the appointment or at any time after its termination) any confidential information concerning the company and any Group Companies which you may come to know by virtue of your position as an Independent Director of the company

The attention is drawn to the requirements under the applicable laws as to the disclosure of price-sensitive information. Consequently you should avoid making any statements that might risk a breach of these requirements without prior clearance from the other Members of the Board of Directors of the company. On termination of the Appointment you will deliver to the company all books, documents, papers and other property of or relating to the business of the company which are in your possession, custody or power by virtue of your position as an independent director of the company.

10. Miscellaneous:

- You will give annual declaration as required under the provision of section 149(7) of the Companies Act, 2013 and rules made thereunder.
- You will not serve as an independent director in more than seven listed companies or such number of listed Companies as may be stipulated by the SEBI (LODR) Regulations, 2015 or any other law of the land, for the time being in force.
- Further, if you are serving as a whole time director in any listed company then you will not serve as an independent director in more than three listed companies or such number of listed companies as may be stipulated by the SEBI (LODR) Regulations, 2015 or any other law of the land, for the time being in force.