



# **R R KABEL LIMITED**

## **Terms and conditions of appointment of Independent Directors**

**Terms and conditions of appointment of Independent Directors of the Company in accordance with the requirements of Schedule IV to the Companies Act, 2013 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015:**

**1. Appointment**

In accordance with the provisions of the Companies Act, 2013 and other applicable laws, they will serve as an Independent Director on the Board subject to review of annual performance and unless terminated earlier or extended, as per the provisions of appointment letter or applicable laws (“Term”).

As an Independent Director they will not be liable to retire by rotation, once their appointment is confirmed by the members of the company in Annual General Meeting.

**2. Committees**

The Board of Directors (“the **Board**”) may, if it deems fit, invite them for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. Their appointment on such Committee(s) will be subject to the applicable rules/regulations.

**3. Time Commitment**

3.1 As a Non- Executive Independent Directors, they are expected to actively participate at the meetings of the Board and its Committees and to help the Board in relation to the Company’s strategy, performance, and risk management as well as ensure high standards of financial probity and corporate governance.

3.2 They are expected to attend the meetings of Board and Board Committees to which they may be appointed and also shareholders meetings and to devote such time to their duties, as appropriate for them to discharge their duties effectively.

**4. Fiduciary Duties**

Their role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and inter alia are as under:

4.1 They shall act in accordance with the Company’s Articles of Association.

4.2 They 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 interests of the Company.

4.3 They shall discharge your duties with due and reasonable care, skill, and diligence.

4.4 They shall not involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company/Group or bring discredit to it. Any situation that creates a conflict of interest between personal interests and the Company and its stakeholders' interests, must be avoided at all costs. Please refer to clause 6 for a full explanation on the conflict of interest.

4.5 They shall not assign your office as Director and any assignments so made shall be void. There are certain roles, functions and duties prescribed for all Independent Directors, which are listed in the 'Code for Independent Directors' as outlined in Schedule IV to the Companies Act, 2013. They shall abide by the said 'Code of Conduct for Independent Directors' as amended from time to time to the extent relevant and applicable to their role.

#### **5. Restrictions:**

5.1 Save and except Directorships currently held by the Independent Director, during the term of Appointment, the Independent Directors are expected not to take up directorship in any company (whether in India or abroad) engaged in the same or similar businesses as that of the Company or in a company, business or undertaking of which competes or is likely to compete with the Company or which could otherwise potentially give rise to a conflict with his/her duties with the Company as an independent director. In the event that the Independent Director becomes aware of any potential conflicts of interest, or in case of doubt, he / she should consult the Chairman of the Company as soon as practicable.

5.2 In the event that your 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 judgement that you are independent, this should be disclosed to both the Chairman and the Secretary.

#### **6. Code for Independent Directors:**

6.1 The Company has relied on the declaration of the Independent Director that he / she meets the criteria of independence as provided in Section 149(6) of the Act as also in the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations").

6.2 The Independent Director will be required to abide by the guidelines as to professional conduct for independent directors as set out in Section 149(8) read with Schedule IV to the Act.

6.3 The Independent Director will be required to comply with applicable provisions of any code of conduct framed by the Board for all Board members and Senior Management of the Company under the Listing Regulations.

#### **7. Fees and remuneration**

They will be entitled to remuneration by way of Sitting Fees, reimbursement of expenses for participation in the Boards and other Meetings and Commission at the end of a financial year as approved by the board. The payments are subject to all appropriate and/or authorized deductions as per the prevailing laws.

**8. Confidentiality**

The Independent Director agrees that both during and after the term of Appointment, Independent Directors will not use for his/her own, or for another's benefit, or disclose or permit the disclosure of any confidential information relating to the Company, or any subsidiary or any group or associate companies of the Company, which he/she may acquire by virtue of his/her position as an independent director, including without limitation, any information about the deliberations of the Board. The restriction shall cease to apply to any confidential information which may (other than by reason of the director's breach of this term), become available to the public generally.

**9. Termination**

Their Directorship on the Board of the Company shall terminate or cease in accordance with law. They may resign from the Directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation. In terms of the provisions of the Companies Act, 2013 they are required to file a copy of their resignation letter with the Registrar of Companies. If at any stage during the Term, there is a change that may affect their status as an Independent Director as envisaged in Section 149 (6) of the Companies Act, 2013, they agree to promptly submit their resignation to the Company with effect from the date of such change.

**10. Directors and Officers liability insurance**

The Company maintains a Directors and Officers insurance policy (D & O policy), inter alia to cover the personal liability of the Directors and Officers for the term of their appointment, subject to the terms and conditions of the policy in force from time to time.

**11. General:**

The appointment letter and any non – contractual obligations arising out of or in connection with the appointment letter are governed by, and shall be construed in accordance with, the laws of India, and the parties agree to submit to the exclusive jurisdiction of the Courts of Mumbai.

**12. Publication of the terms and conditions of appointment:**

As per the provisions of the Companies Act, 2013 and Regulation 46 of SEBI (Listing Obligations and Disclosure Requirement) Regulations, 2015, the terms and conditions of the appointment along with detailed profile shall be disclosed on the website of the Company and the relevant Stock Exchanges.

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