

TRIL INFOPARK LIMITED

TERMS AND CONDITIONS FOR APPOINTMENT OF INDEPENDENT DIRECTOR

Pursuant to Schedule IV of the Companies Act,2013

TERMS AND CONDITIONS FOR APPOINTMENT OF INDEPENDENT DIRECTOR

The terms for appointment, as set out, are subject to the extant provisions of the (i) applicable laws, including Companies Act, 2013 (ii) applicable Governance Guidelines and (iii) Articles of Association of the Company ("**AOA**").

1. Appointment

Appointment of Independent Director shall be for a one term of three years ("**Term**"). The term is extendable for upto a total of two terms. The Company may disengage Independent Directors prior to completion of the Term subject to compliance of relevant provisions of the Companies Act, 2013.

An Independent Director will not be liable to retire by rotation.

Re-appointment at the end of the first Term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the shareholders. Re-appointment would be considered based on the outcome of the performance evaluation process and the Independent Director meets the independence criteria.

An Independent Director may be requested to be a member of any one or more Committees of the Board which may be constituted from time to time.

2. Role, duties and responsibilities

- A. As member of the Board, an Independent Director along with the other Directors will be collectively responsible for meeting the objectives of the Board which include:
 - Requirements under the Companies Act, 2013,
 - "Responsibilities of the Board" as outlined in the Governance Guidelines as adopted by the Company
 - Accountability under the Director's Responsibility Statement.
- B. An Independent Director shall abide by the 'Code For Independent Directors' as outlined in Schedule IV to section 149(8) of the Companies Act, 2013, duties of directors as provided in the Companies Act, 2013 (including Section 166) and mandates outlines in the Governance Guidelines pertaining to directors.
- C. Based on the experience and professional standing, an Independent Director will provide guidance in strategic and operational matters.

3. Time Commitment

Considering the nature of the role of a director, it is difficult for a company to lay down specific parameters on time commitment. An Independent Director shall agree to devote such time as is prudent and necessary for the proper performance of the role, duties and responsibilities as an Independent Director.

4. Remuneration

An Independent Director shall be paid sitting fees for attending the meetings of the Board and the Committees of which they are a member. The sitting fees for attending each meeting of the Board and its Committees would be as determined by the Board from time to time.

In addition to the sitting fees, commission that may be determined by the Board may also be payable. In determining the amount of this commission, the Board supported by the Nomination and Remuneration Committee may consider performance of the Company and Independent Director's performance as evaluated by the Board.

Further, the Company may pay or reimburse to such expenditure, as may have been incurred while performing role as an Independent Director of the Company. This could include reimbursement of expenditure incurred for accommodation, travel and any out of pocket expenses for attending Board/ Committee meetings, 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 the expense being reasonable, professional advice from independent advisors in the furtherance of duties as an Independent Director.

5. Insurance

The Company will take 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 appointment, subject to the terms of such policy in force from time to time. A copy of the policy document will be supplied on request.

6. Tata Code of Conduct

An Independent Director of the Company shall agree to comply with the Tata Code of Conduct for Non-Executive Directors (NEDs).

Unless specifically authorised by the Company, an Independent Director shall not disclose Company and business information to constituencies such as the media, the financial community, employees, shareholders, agents, franchisees, dealers, distributors and importers.

An Independent Director's obligation of confidentiality shall survive till the cessation of directorship with the Company.

We would also like to draw attention to the applicability of the Tata Code of Conduct on Prevention of Insider Trading, prohibiting disclosure or use of unpublished price sensitive information.

Additionally, an Independent Director shall not participate in any business activity which might impede the application of independent judgment in the best interest of the Company.

7. Training and Development

The Company may, if required, conduct formal training program for its Independent Directors which may include any or all of the following:

- Board roles and responsibilities, whilst seeking to build working relationship among the Board members,
- Company's vision, strategic direction, core values, ethics and corporate governance practices,
- Familiarization with financial matters, management team and business operations,
- Meetings with stakeholders, visits to business locations and meetings with senior and middle management.

The Company may, as may be required, support Directors to continually update their skills and knowledge and improve their familiarity with the company and its business. The Company will fund/arrange for training on all matters which are common to the whole Board.

8. Performance Appraisal/ Evaluation Process

As a member of the Board, an independent Director's performance as well as the performance of the entire Board and its Committees will be evaluated annually. Evaluation of each director shall be done by all the other directors. The criteria for evaluation shall be disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board / Committee.

9. Disclosures, other directorships and business interests

During the Term, an Independent Director shall agree to promptly notify the Company of any change in the directorships, and provide such other disclosures and information as may be required under the applicable laws. An Independent Director shall also agree that upon becoming aware of any potential conflict of interest with the position as an Independent Director of the Company, he/she shall promptly disclose the same to the Chairman and the Company Secretary of the Company.

During the Term, an Independent Director shall agree to promptly provide a declaration under Section 149(7) of the 2013 Act, upon any change in circumstances which may affect the status of an Independent Director.

10.Changes of personal details

During the Term, an Independent Director 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.

11. Disengagement

An Independent Director may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by an Independent Director in the notice, whichever is later.

An Independent Director's directorship on the Board of the Company shall cease in accordance with law. The Company may disengage Independent Directors prior to completion of Term (subject to compliance of relevant provisions of the 2013 Act) upon

- Violation of any provision of the Tata Code of Conduct as applicable to Non-Executive Directors,
- Upon the director failing to meet the criteria for independence as envisaged in Section 149(6) of the 2013 Act.
