TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

1. APPOINTMENT

1.1 The Appointment of Independent Directors is for a term as may be approved by the Board of Directors of the Company on the recommendation of the Nomination and Remuneration Committee, subject to the approval of members.

1.2 As an Independent Director, appointment is subject to the Company's Articles of Association ("**Articles**"), provisions of Companies Act, 2013 as amended from time to time.

1.3 Continuation of appointment of an Independent Director is contingent on continued satisfactory performance of the Independent Director and getting re-elected by the shareholders in accordance with the provision of Companies Act, 2013, and the Articles of Association of the Company, from time to time in force and any other relevant statutory provisions relating to removal of a Director. If the shareholders do not re-elect the Independent Director in the Company, the appointment shall terminate automatically, with immediate effect. They may be required to serve on one or more committees of the Board. They will be provided with the relevant terms of reference on their appointment to such a committee. They also may be asked to serve as an Independent Director on the Board of any of the Company's subsidiaries or joint ventures. Any such appointment will be covered in a separate communication.

1.4 Notwithstanding anything contained in paragraph 1.1 to paragraph 1.3 above, the Company may terminate their appointment with immediate effect if they have:

(a) committed a material breach of their obligations under this letter;
(b) committed any serious or repeated breach or non-observance of their obligations to the Company (which include an obligation not to breach their statutory, fiduciary or common-law duties);
(c) been guilty of any fraud or dishonesty or acted in any manner which, in the Company's opinion, brings or is likely to bring them or the Company into disrepute or is materially adverse to the Company's interests;
(d) been convicted of a criminal offence;
(e) been declared bankrupt or have made an arrangement with or for the benefit of their creditors, or if they have an administration order made against them;
(f) been disqualified from acting as a Director;
(g) failed to comply with any regulatory requirements imposed by the Reserve Bank of India or any other regulatory authority; or
(h) breached any applicable law that in the opinion of the Company adversely impacts the Company.
(i) on failure to meet the parameters of independence as defined in section 149(6) or on the occurrence of any event as defined in section 167 of the Companies Act, 2013.

1.5 On termination of their appointment, they shall, at the Company's request, resign from their office as Independent Director of the Company.

1.6 If matters arise which cause them concern about their role, they should discuss these matters with the Chairman or Senior Independent Director of the Company. If they have any concerns which cannot be resolved, and they choose to resign for that, or any other, reason, they should provide an appropriate written statement to the Chairman of the Company.

1.7 In compliance with provisions of section 149(13) of the Companies Act, 2013, their Directorship is not subject to retirement by rotation.

2. TIME COMMITMENT

2.1 They will be 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.

2.2 They will be expected to devote such time as is necessary for the proper performance of their duties. This will include attendance at Board Meetings, the AGM, such other committees of the Board of the Company

to which they may be appointed, Board functions and strategy, Meetings with Directors, Meetings with shareholders, Meetings forming part of the Board evaluation process and updating and training Members. In addition, they will be required to consider all relevant papers before each Meeting. Unless urgent and unavoidable circumstances prevent them from doing so, it is expected that they will attend the Meetings outlined in this paragraph. The Board generally meets four times in a year. The Audit Committee generally meets atleast four times in a year. Besides, there are other Committee Meetings like Nomination and Remuneration Committee, Corporate Social Responsibility Committee etc. Meetings of which are ordinarily convened as per requirements. They will be expected to attend Board and Board Committees to which they may be appointed and Shareholders Meetings and to devote such time to their duties, as appropriate for them to discharge their duties effectively.

2.3 The nature of the role makes it impossible to be specific about the maximum time commitment. They may be required to devote additional time to the Company in respect of planning and ad hoc matters which may arise and particularly when the Company is undergoing a period of increased activity. At certain times it may be necessary to convene additional Board, Committee or Shareholder Meetings.

2.4 The overall time commitment will increase if they become a committee member or chair, or if they are given additional responsibilities, such as being appointed the senior Independent Director of the Company, or other Director on the Boards of any of the Company's subsidiaries. Details of the expected increase in time commitment will be covered in any relevant communication confirming the additional responsibility.

2.5 By accepting this appointment, they confirm that, taking into account all of their other commitments, they are able to allocate sufficient time to the Company to discharge their responsibilities effectively. They should obtain the agreement of the chairman of the Company before accepting additional commitments that might affect the time they are able to devote to their role as an Independent Director of the Company.

2.6 By accepting this appointment, they confirm that they are able to allocate sufficient time to meet the expectations from their role to the satisfaction of the Board.

3. ROLES AND DUTIES

3.1 The Board as a whole is collectively responsible for the success of the Company. The Board's role is to:

(a) Provide entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;

(b) set the Company's strategic aims, ensure that the necessary financial and human resources are in place for the Company to meet its objectives, and review management performance; and

(c) set the Company's values and standards and ensure that its obligations to its shareholders and others are understood and met.

3.2 They are expected to perform their duties (whether statutory, fiduciary or common law) faithfully, diligently and to a standard commensurate with the functions of their role and their knowledge, skills and experience.

3.3 They shall exercise their powers in their role as an Independent Director of the Company, having regard to relevant obligations under prevailing law and regulation, including any Company law legislation, corporate codes and associated guidance as well as other regulatory requirements governing the Company.

3.4 They shall have particular regard to the general duties of Directors in Section 166 of the Companies Act, 2013 (the "**Companies Act**") specifically in relation to the Independent Directors as set out in Section 149 read with Schedule IV of the Companies Act, 2013 (detailed in **Annexure A**) or any other applicable laws, including the duty to promote the success of the Company under which all Directors must act in the way they consider, in good faith, would be most likely to promote the success of the Company for the benefit of its members as a whole. In doing so, as a Director of the Company, they must have regard (among other matters) to:

(a) the likely consequences of any decision in the long term;

(b) the interests of the Company's employees;

(c) the need to foster the Company's business relationships with suppliers, customers and others;

(d) the impact of the Company's operations on the community and the environment;

(e) the desirability of the Company maintaining a reputation for high standards of business conduct; and

(f) the need to act fairly as between the members of the Company.

3.5 In their role as an Independent Director of the Company, they shall also be required to:

(a) constructively contribute to the development of strategy;
(b) scrutinise the performance of management in Meeting agreed goals and objectives and monitor the reporting of performance;
(c) satisfy themselves on the integrity of financial information and that financial controls and systems of risk management are robust and defensible;
(d) be responsible for determining appropriate levels of remuneration of executive Directors, key managerial personnel and senior management and have a prime role in appointing and, where necessary recommend removing of executive Directors, key managerial personnel and senior management and in succession planning;
(e) help in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
(f) bring an objective view in the evaluation of the performance of board and management;
(g) balance the conflicting interest of the stakeholders; and
(h) moderate and arbitrate in the interest of the Company as a whole, in situations of conflict between management and shareholder's interest.
(i) devote time to developing and refreshing their knowledge and skills;
(j) uphold high standards of integrity and probity and support the chairman and executive Directors in instilling the appropriate culture, values and behaviours in the boardroom and beyond;
(k) insist on receiving high-quality information sufficiently in advance of Board Meetings;
(l) take into account the views of shareholders and other stakeholders where appropriate and safeguard the interests of all stakeholders, particularly the minority shareholders;
(m) make sufficient time available to discharge their responsibilities effectively;
(n) exercise relevant powers under, and abide by, the Articles;
(o) disclose the nature and extent of any direct or indirect interest they may have in any matter being considered at a Board or committee Meeting and, except as permitted under the Articles they will not vote on any resolution of the Board, or of one of its committees, on any matter where they have any direct or indirect interest;
(p) immediately report their own wrongdoing or the wrongdoing or proposed wrongdoing of any employee or other Director of the Company of which they become aware;
(q) exercise their powers as a Director in accordance with the Company's policies and procedures and internal control framework; and
(r) not do anything that would cause them to be disqualified from acting as a Director.

3.6 Unless the Board specifically authorises them to do so, they shall not enter into any legal or other commitment or contract on behalf of the Company.

3.7 They shall be entitled to request all relevant information about the Company's affairs as is reasonably necessary to enable them to discharge their responsibilities as an Independent Director of the Company.

In addition to the above requirements the Board of Directors also expect them to perform the following functions:

I. They should constructively challenge and help develop proposals on strategy for growth of the Company.
II. They should evaluate the performance of management in Meeting agreed goals and objectives.
III. They should satisfy themselves on the integrity of financial information and that financial controls and systems of risk management are effective and defensible.
IV. They are responsible for determining appropriate levels of remuneration of Executive Directors and have a prime role in appointing, and where necessary, removing Executive Directors and in succession planning.

V. They will take responsibility for the processes for accurately reporting on performance and the financial position of the Company.

VI. They should keep governance and compliance with the applicable legislation and regulations under review and the conformity of Company's practices to accepted norms.

4. FEES AND EXPENSES

4.1 They shall be paid sitting fees as may be mentioned in their appointment letter. This fee covers all duties, save for those relating to service on any Board committee, whether as Chairman or Committee member.

4.2 They will comply with the Company's requirements regarding any maximum shareholding level (agreed from time to time by the Board).

4.3 The Company shall reimburse them for all reasonable and properly documented expenses that they incur in performing the duties of their office.

4.4 On termination of their appointment, they shall only be entitled to such fees as may have accrued to the date of termination, together with reimbursement in the normal way of any expenses properly incurred before that date.

5. INDEPENDENT PROFESSIONAL ADVICE

In some circumstances they may consider that they need professional advice in the furtherance of their duties as a Director and it may be appropriate for them to seek advice from independent advisers at the Company's expense. The Company shall reimburse the reasonable cost of expenditure incurred by them in accordance with its policy.

6. OUTSIDE INTERESTS

6.1 As a condition precedent to commencement of their appointment, they are required to declare any such Directorships, appointments and interests to the Board in writing in the prescribed form. In the first board Meeting in which they participate as a Director of the Company and thereafter at the first Meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect their status as an independent Director, they shall give a declaration that they meet criteria for independence as specified in Section 149 of the Companies Act, 2013.

6.2 They must inform the chairman in advance of any changes to these commitments. In certain circumstances, they may have to seek the Board's agreement before accepting further commitments which either might give rise to a conflict of interest or a conflict with any of their duties to the Company, or which might impact on the time that they are able to devote to their role at the Company.

6.3 It is accepted and acknowledged that they may have business interests other than those of the Company and they have declared any conflicts that are apparent at present. If they become aware of any further potential or actual conflicts of interest, these should be disclosed to the chairman and/or Company secretary as soon as they become aware of them and again they may have to seek the agreement of the Board.

6.4 They must also ensure that they make appropriate disclosures as may be required by any law or regulation in order to avoid any conflict or to ensure effective statutory reporting of related or interested party transactions.

6.5 The Board has determined that they are independent according to the provisions of applicable laws, codes and guidelines.

7. CONFIDENTIALITY

7.1 They acknowledge that all information acquired during their appointment is confidential to the Company and should not be released, communicated or disclosed to third parties or used for any reason other than in the interests of the Company, either during their appointment or following termination (by whatever

means), without prior approval from the chairman. This restriction shall cease to apply to any confidential information which may (other than by reason of their breach) become available to the public generally.

They acknowledge the need to hold and retain Company information (in whatever format they may receive it) under appropriately secure conditions.

8. INSIDE INFORMATION AND DEALING IN THE SHARES OF COMPANY'S HOLDING COMPANY I.E. AMBER ENTERPRISES INDIA LIMITED

8.1 During their period of appointment they are required to comply with the provisions of regulations, guidelines and codes in relation to dealing in the Company's holding company's i.e. Amber Enterprises India Limited's publicly traded or quoted securities, and any such other code as the Company may adopt from time to time which sets out the terms for dealings by Directors in the Company's publicly traded or quoted securities.

9. EVALUATION

9.1 The Board of Directors will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis as per Company's Policy. Their appointment and reappointment on the Board shall be subject to the outcome of the yearly evaluation process.

10. PUBLICATION OF THE LETTER OF APPOINTMENT

10.1 In line with provision of Clause IV sub clause 6 of Schedule IV, under Companies Act, 2013, the Company will make public the terms and conditions of their appointment and will also arrange for it to be displayed on the Company's website.

11. INSURANCE AND INDEMNITY

11.1 The Company has Directors' and officers' liability insurance and it intends to maintain such cover for the full term of their appointment.

12. CHANGES TO PERSONAL DETAILS

They shall advise the Chairman and/or the Company Secretary of the Company promptly of any change in their address or other personal contact details.

13. RETURN OF PROPERTY

On termination of their appointment with the Company however arising, or at any time at the Board's request, they shall immediately return to the Company all documents, records, papers or other property belonging to the Company which may be in their possession or under their control, and which relate in any way to the Company's or a group Company's business affairs and they shall not retain any copies thereof.

14. MORAL RIGHTS

They hereby irrevocably waive any moral rights in all works prepared by them, in the provision of their services to the Company, to which they are now or may at any future time be entitled under any law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agree not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such works or other materials, infringes their moral rights.

15. POST-TERMINATION RESTRICTION

By countersignature on the appointment letter and in consideration for the fees payable to them under the terms of their appointment letter, they agree that, in order to protect the confidential information, trade secrets and business connections of the Company and each Company in the Company's group to which they have access as a result of their appointment, they will not (without the previous consent in writing of the Company), for the period of twenty four months immediately after the termination of their appointment, whether as principal or agent and whether alone or jointly with, or as a Director, manager, partner, shareholder, employee consultant of, any other person, carry on or be engaged, concerned or interested in any business which is similar to or which is (or intends to be) in competition with any business being carried on by the Company or any Company in the Company's group.

16. LIABILITY

For any breach by them of their duties set out under Clause 2 above and their general responsibilities towards the Company, they will be subject to the penal consequences as set out under applicable laws. Subject to applicable laws, in relation to the Company, they would be liable for such acts of omission or commission by the Company which had occurred with their knowledge, attributable through Board processes, and with their consent or connivance, or where they have not acted diligently.

17. DATA PROTECTION

17.1 By signing the appointment letter they consent to the Company holding and processing data about them for legal, personnel, administrative and management purposes and in particular to the processing of any personal data (as may be defined in data protection legislation) relating to them including, as appropriate:

(a) information about their physical or mental health or condition in order to monitor sick leave and take decisions as to their fitness to perform their duties; or
(b) their racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; or
(c) information relating to any civil or criminal proceedings in which they have been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

18. ENTIRE AGREEMENT

18.1 The appointment letter and any document referred to in it constitutes the entire terms and conditions of their appointment and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them and the Company, whether written or oral, relating to its subject matter.

18.2 They agree that they shall have no remedies in respect of any representation, assurance or warranty (whether made innocently or negligently) that is not set out in their appointment letter and they shall not have any claim for innocent or negligent misrepresentation/misstatement based on any statement in their appointment letter.

19. VARIATION

No variation of their appointment letter shall be effective unless it is in writing and signed by them and the Company (or respective authorised representatives).

20. GOVERNING LAW AND JURISDICTION

Their appointment with the Company and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of India and they and the Company irrevocably agree that the courts of New Delhi / Haryana / Uttar Pradesh shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with their appointment or its subject matter or formation (including non-contractual disputes or claims).

Annexure – A: CODE FOR INDEPENDENT DIRECTORS

The Code is a guide to professional conduct for independent directors. Adherence to these standards by independent directors and fulfillment of their responsibilities in a professional and faithful manner will promote confidence of the investment community, particularly minority shareholders, regulators and companies in the institution of Independent Directors.

I. Guidelines for Professional Conduct

An Independent Director shall:

1. uphold ethical standards of integrity and probity;

2. act objectively and constructively while exercising his duties;

3. exercise his responsibilities in a *bona fide* manner in the interest of the Company;

4. devote sufficient time and attention to his professional obligations for informed and balanced decision making;

5. not allow any extraneous considerations that will vitiate his exercise of objective;

6. exercise independent judgment in the paramount interest of the Company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making;

7. not abuse his position to the detriment of the Company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;

8. refrain from any action that would lead to loss of his independence; where circumstances arise which make an independent Director lose his independence, the independent Director must immediately inform the Board accordingly; and

9. assist the Company in implementing the best corporate governance practices.

II. Role and functions:

The independent Directors shall:

(1) help in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
(2) bring an objective view in the evaluation of the performance of board and management;
(3) scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
(4) satisfy themselves on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
(5) safeguard the interests of all stakeholders, particularly the minority shareholders;
(6) balance the conflicting interest of the stakeholders;
(7) determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management;

(8) moderate and arbitrate in the interest of the company as a whole, in situations of conflict between management and shareholder's interest.

III. Duties :

The independent directors shall :

(1) undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the company;
(2) seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the company;
(3) strive to attend all meetings of the Board of Directors and of the Board committees of which he is a member;
(4) participate constructively and actively in the committees of the Board in which they are chairpersons or members;
(5) strive to attend the general meetings of the company;
(6) where they have concerns about the running of the company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board meeting;
(7) keep themselves well informed about the company and the external environment in which it operates;
(8) not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;
(9) pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the company;
(10) ascertain and ensure that the company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;
(11) report concerns about unethical behaviour, actual or suspected fraud or violation of the company's code of conduct or ethics policy;
(12) acting within his authority, assist in protecting the legitimate interests of the company, shareholders and its employees;
(13) not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

IV. Manner of appointment:

(1) Appointment process of independent directors shall be independent of the company management; while selecting independent directors the Board shall ensure that there is appropriate balance of skills, experience and knowledge in the Board so as to enable the Board to discharge its functions and duties effectively.
(2) The appointment of independent director(s) of the company shall be approved at the meeting of the shareholders.
(3) The explanatory statement attached to the notice of the meeting for approving the appointment of independent director shall include a statement that in the opinion of the Board, the independent director proposed to be appointed fulfils the conditions specified in the Act and the rules made thereunder and that the proposed director is independent of the management.
(4) The appointment of independent directors shall be formalized through a letter of appointment, which shall set out :

(a) the term of appointment;
(b) the expectation of the Board from the appointed director; the Board-level committee(s) in which the director is expected to serve and its tasks;
(c) the fiduciary duties that come with such an appointment along with accompanying liabilities;
(d) provision for Directors and Officers (D and O) insurance, if any;

(e) the Code of Business Ethics that the company expects its directors and employees to follow;
(f) the list of actions that a director should not do while functioning as such in the company; and
(g) the remuneration, mentioning periodic fees, reimbursement of expenses for participation in the Boards and other meetings and profit related commission, if any.

(5) The terms and conditions of appointment of independent directors shall be open for inspection at the registered office of the company by any member during normal business hours.

(6) The terms and conditions of appointment of independent directors shall also be posted on the company's website.

V. Re-appointment:

The re-appointment of independent director shall be on the basis of report of performance evaluation.

VI. Resignation or removal:

(1) The resignation or removal of an independent director shall be in the same manner as is provided in sections 168 and 169 of the Act.

(2) An independent director who resigns or is removed from the Board of the company shall be replaced by a new independent director within a period of not more than one hundred and eighty days from the date of such resignation or removal, as the case may be.

(3) Where the company fulfils the requirement of independent directors in its Board even without filling the vacancy created by such resignation or removal, as the case may be, the requirement of replacement by a new independent director shall not apply.

VII. Separate meetings:

(1) The independent directors of the company shall hold at least one meeting in a year, without the attendance of non-independent directors and members of management;

(2) All the independent directors of the company shall strive to be present at such meeting;

(3) The meeting shall:
(a) review the performance of non-independent directors and the Board as a whole;
(b) review the performance of the Chairman of the company, taking into account the views of executive directors and non-executive directors;
(c) assess the quality, quantity and timeliness of flow of information between the company management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

VIII. Evaluation mechanism:

(1) The performance evaluation of independent directors shall be done by the entire Board of Directors, excluding the director being evaluated.

(2) On the basis of the report of performance evaluation, it shall be determined whether to extend or continue the term of appointment of the independent director.