

DESAI METALINKS LIMITED

[CIN: U27100GJ2013PLC073801]

TERMS AND CONDITIONS OF APPOINTMENT OF
INDEPENDENT DIRECTOR

**[IN ACCORDANCE WITH THE REQUIREMENT OF SCHEDULE IV OF THE
COMPANIES ACT, 2013]**

1. INDEPENDENCE:

The appointment as an Independent Director is in due consideration of declaration of being qualified as INDEPENDENT and appointment is subject to continued status as “Independent” as per the requirement of the Companies Act, 2013.

2. TERM OF APPOINTMENT:

Appointment is for an initial term of five years, unless otherwise terminated earlier by and at the discretion of either party. Independent Directors are typically expected to serve two five-year terms. Appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.

3. ROLES AND RESPONSIBILITIES:

Independent Directors have the same general legal responsibilities to the company as any other Director. Independent Director of the Company, are required:

- to act in accordance with the Company’s Articles of Association
- to discharge duties with due and reasonable care, skill and diligence
- not to achieve or attempt to achieve any undue gain or advantage either to himself or to any related person/ party
- to 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 interest of the Company
- not to involve in a situation conflicting with the interest of the Company and to put the interests of Company above others.

During the Appointment, the Independent Director may be required to serve on one or more committees of the Board including Audit Committee, Nomination and Remuneration Committee and Corporate Social Responsibility Committee and other Committees as the Board may decide.

The Independent Director is an Independent non-executive director and will be identified as such in the annual report and other documentation of the Company. If circumstances change and he believes that his independence will be in doubt, he should discuss the same with the Chairman of the Company as soon as practicable.

In addition to the above requirements applicable to all Directors, the Independent Directors shall, while discharging his duties comply with the requirements of Section 166 and Schedule IV of Companies Act, 2013.

4. DIRECTORS’ REMUNERATION:

Directors of the Company are entitled to sitting fees as decided by Nomination and Remuneration Committee, with reference to the Remuneration Policy and Criteria laid down by such Committee and as approved by the Board of Directors for attending each meeting of the Board and Committee thereof and such commission on Net profits as may be approved by the Board of Directors of the Company. The Company shall also reimburse all reasonable and properly documented expenses that are incurred by a director in performing the duties for the Company.

5. EXPENSES:

In addition to the remuneration stated in the preceding paragraph, the Company will reimburse Independent Director or bear and pay, all travel, accommodation or other expenses incurred as a result of him carrying out his duties as a Director. The Independent Director may, at the Company's expense, seek independent legal or other professional advice where necessary to perform his duties and will be entitled to reimbursement of costs incurred in seeking such advice. In these circumstances, he should discuss the issues concerned with the Chairman of the Company in advance.

6. EVALUATION:

The performance evaluation of individual Directors shall be done by the entire Board, excluding the director being evaluated, on an annual basis.

7. RESTRICTIONS:

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 which competes or is likely to compete with the Company or which could otherwise potentially give rise to a conflict with his duties with the Company. In the event that Independent Director becomes aware of any potential conflicts of interest, or in case of doubt, he should consult the Chairman of the Company as soon as practicable.

8. TIME COMMITMENT:

By accepting the appointment the Independent Director confirm that he will be able to allocate sufficient time to perform his duties as a director and attend meetings of the Board or any committee thereof. In addition to such attendances, he will be expected to devote appropriate preparation time ahead of each meeting.

9. TRAINING AND DEVELOPMENT:

The Independent Director will be invited to attend ongoing training and familiarization sessions for Directors. The Board members are provided with necessary documents/ brochures, reports and internal policies to enable them to familiarize with the Company's procedures and practices. Periodic presentations are made at the Board and Board Committee meetings, on business and performance updates of the Company, global business environment, business strategy and risks involved. Quarterly updates on relevant statutory changes and landmark judicial pronouncements encompassing important laws are regularly circulated to Directors.

10. CONFIDENTIALITY:

During their tenure, Independent Directors of the Company are privy to information that is confidential to the Company. All such information acquired during tenure should not be released to third parties without prior clearance from the Chairperson. The Independent Director agree that both during and after the term of appointment, he will not use for his own, or for another's benefit, or disclose or permit the disclosure of any confidential information relating to the Company, subsidiary or any group or associate companies of the Company, which he may acquire by virtue of his 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 his term), become available to the public generally.

11. GOVERNING LAW:

This appointment is governed by and will be interpreted in accordance with Indian law and the engagement of any Independent Director shall be subject to the jurisdiction of the Indian courts at Ahmedabad.
