

**Shakti Press Limited**  
**TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT  
DIRECTORS**

The terms and conditions of appointment of the Independent Directors are subject to the extant provisions of the applicable laws, including the Companies Act, 2013 ('2013 Act') and Clause 49 of the Listing Agreement (as amended from time to time) and Articles of Association of the Company.

**Role and Duties**

1. Your role and duties will be those normally required of 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 are as under :

- I You shall act in accordance with the Company's Articles of Association as may be amended from time to time.
- II You shall 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 of the interest of the Company.
- III You shall discharge your duties with due and reasonable care, skill and diligence.
- IV You 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 interest of the Company.
- V. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- VI. You shall not assign your office as Director and any assignment so made shall be void.

In addition to the above requirements the Board of Directors also expect you to perform the following functions.

- I. You shall constructively challenge and help develop proposal on strategy for growth of the Company.
- II. You should evaluate the performance of management in meeting agreed goals and objectives.
- III. You should satisfy yourself on the integrity of financial information and that financial controls and system of risk management are effective and defensible.
- IV. You 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 You will take responsibility for the process for accurately reporting on performance and the financial position of the Company.

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

### **Status of Appointment**

2. You will not be an employee of the Company and this letter shall not constitute a contract of employment. You will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the Board.
3. You will have no entitlement to any bonus during the appointment and no entitlement to participate in any employee stock option scheme by the Company or any Group Company.

### **Reimbursement of Expenses**

4. In addition to the remuneration described above, the Company will, for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties if approved by the Board.

### **Independent Professional Advice**

5. There may be occasions when you consider that you need professional advice in furtherance of your duties as Director and it will be appropriate for you to consult Independent advisors at the company's expense. The Company will reimburse full cost of expenditure incurred in accordance with the company's policy.

### **Insurance**

6. At present we do not have Director's and Officers' liability insurance but we propose to obtain the same and it is further intended that the company will assume and maintain such cover for the full term of your appointment.

### **Conflict of Interest**

7. It is accepted and acknowledged that you may have business interest other than those of the company. As a condition to your appointment, you are required to declare any such Directorships, appointments and interest to the Board in writing in the prescribed form at the time of your appointment.

8. 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 judgment that you are independent; this should be disclosed to both the Chairman and Company Secretary.

#### **Evaluation**

9. 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. Your appointment and re-appointment on the Board shall be subject to the outcome of the yearly evaluation process.

#### **Disclosure of Interest**

10. Any material interest that a Director may have in any transaction or arrangement that the Company has entered into should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contract with a particular person, firm or company is acceptable.

#### **Code of Conduct**

11. During the appointment you are required to comply with regulations as contained in schedule IV under Companies Act, 2013, and Code of Conduct for Board of Directors and Senior Management.

#### **Confidentiality**

12. All information acquired during your appointment is confidential to the Company and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by rules of any stock exchange or regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by the Company.
13. Your attention is also drawn to the requirements under the applicable regulations and the Company's Insider Trading Code which concern the disclosure of the price sensitive information and dealing in the securities of the Company. Consequently you should avoid making any statements or performing any transactions that might risk a breach of these requirements.

#### **Publication of the letter of Appointment**

14. In line with provisions of Clause IV sub Clause 6 of Schedule IV, under Companies Act, 2013, the terms and conditions of appointment of independent directors shall also be posted on the company's website.

### **Membership of Committees Termination**

15. You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice on the Board with proper reason(s). In terms of provisions of Companies Act, 2013, you are required to file a copy of your resignation letter with registrar of Companies, Mumbai.
16. Continuation of your appointment is contingent on your getting re- elected by the shareholders in accordance with provisions of the Companies Act, 2013 and the Articles of Association of the Company, from time to time in force.
17. Your appointment may also be terminated in accordance with the provisions of Companies Act, 2013

### **General**

18. This Letter and any non-contractual obligations arising out of or in connection with this 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.