

JAGSONPAL FINANCE & LEASING LTD.

Terms and Conditions of Appointment of Independent Director

1. Duties and Liabilities:

- i. The Independent Director will perform his fiduciary duties in a responsible manner and his general legal responsibilities to the Company will be at par with a non-executive director.
- ii. The Independent Director shall act in accordance with the Articles of Association of the Company and while discharging his duties.
- iii. The Independent Director will be held liable only in respect of such acts of omission or commission by the Company which has occurred with his knowledge, attributable through Board processes, and with his consent or where he has not acted diligently.

2. Code for Independent Directors:

- i. The Company has relied on the declaration of the Independent Director that he meets the criteria of independence as provided in Section 149(6) of the Companies Act, 2013 (the "Act") as also in SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('Listing Regulations').
- ii. 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.
- iii. The Independent Director will be required to comply with applicable provisions of any code of conduct framed by the Board of Directors of the Company.

3. Restrictions:

- i. 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 the 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.
- ii. During the term of Appointment, an Independent Director shall not serve as
 - a. an independent director in more than the prescribed number of listed companies and
 - b. a committee member of more than the prescribed number of committees (i.e. the Audit Committee and the Stakeholders' Relationship Committee) including chairmanship of such committees.
- iii. During the term of appointment, Independent Director shall not indulge in forward dealings in securities of the Company which is prohibited under the Act. Directors are prohibited from dealing in the Company's securities during the period when the trading window is closed. They should not enter into insider trading and are expected to comply with the Company's code for

securities dealing as well as with the concerned provisions of the Insider Trading Laws and Regulations.

4. Time Commitment: By accepting the Appointment, the Independent Director confirms 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.

5. Evaluation Process: The performance of individual directors shall be done by the entire Board, excluding the director being evaluated, on an annual basis.

6. Remuneration: The Company has not paid any remuneration and sitting fees to any of its Directors and any member of the any committee.

7. Confidentiality: The Independent Director agrees that both during and after the term of Appointment, he/she 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 group or associate companies of the Company, which he 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.

8. Insurance: The Company has Directors' and Officers' ("D&O") liability insurance and it is intended to maintain such cover for the full term of the Appointment. The Independent Director may obtain details of such insurance from the Company Secretary.

9. Indemnity: The directors are granted an indemnity from the Company in respect of liabilities incurred as a result of their office, to the extent permitted by law.

10. Governing Law: The Appointment and the terms are governed by the laws of India.

11. Relationship:

- i. The appointment constitutes neither a contract for services nor a service contract.
- ii. There will be no relationship of employer and employee as a consequence of appointment as a director of the Company.

12. Authority: The letter of appointment will be issued under the authority of the Board.