

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS (SCHEDULE IV TO THE COMPANIES ACT 2013 – SECTION 149 (8))

1. Introduction

The following are the terms and conditions for appointment of Independent Directors (IDs) of Samco Asset Management Private Limited ('Company').

2. Terms of Appointment

The term of appointment of an Independent Director (ID) of the Company is for a period of 5 consecutive years from the date of his/ her appointment. Independent Director is not liable to retire by rotation.

Appointment of every independent director shall be approved by members of the Company. Independent Director is not liable to retire by rotation. Independent Directors will be eligible for re-appointment for another term of 5 consecutive years, after the completion of their tenure of first 5 years, subject to Board approval, and the passing of a Special Resolution by Members.

3. Professional Conduct, Role and functions, duties

Independent Directors shall follow the duties of directors prescribed under Section 166 and Schedule IV of the Companies Act, 2013, guidelines of professional conduct and Code for Independent Directors prescribed under Schedule IV to the Companies Act, 2013 and duties under SEBI (Mutual Funds) Regulations.

There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are inter-alia as under:

- 1) He/ she shall act in accordance with the Company's Memorandum of Association and Articles of Association.
- 2) He/ she shall act in good faith in order to promote the objects of the Company for the benefit of the members of the Company as a whole, and in the best interest of the Company.
- 3) He/ she shall discharge duties with due and reasonable care, skill and diligence.
- 4) He/ She shall not involve in a situation in which he/ she may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
- 5) He/ She shall not achieve or attempt to achieve any undue gain or advantage either to himself/ herself or his/ her relatives, partners or associates.
- 6) He/ She shall not assign office of Director and any assignments so made shall be void.
- 7) He/ She Shall comply with all applicable laws and regulations of all the relevant regulatory and other authorities as may be applicable to such Directors in their individual capacities.

4. Board Committees

As advised by the Board, during the tenure of office, the independent directors may be required to serve on the Committees of the Board established by the Company. Upon appointment to any one or more committees, they will be provided with the Terms of Reference of that Committee.

5. Remuneration

A sitting fee will be paid for attending each meeting of the board as well as the committee meeting attended, as per the provisions of Section 197 of the Act 2013 and the Articles of Association of the Company, as fixed by the board from time to time;

The directors are also eligible for reimbursement of expenses for participation in the Board, sub-committees of the Board, general meetings, meetings organized by the Regulators/Statutory Authorities and such other meeting as the Board may nominate the Director to attend.

6. Conflict of Interest

It is accepted and acknowledged that the appointed IDs may have business interests other than those of the Company. Considering the same, they are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of their appointment.

In the event that 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 judgments that they are independent, this should be disclosed to both the Chairman and the Secretary.

7. Confidentiality

All information acquired during the appointment is confidential to the Company and should not be released, either during the appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by the regulatory body. On reasonable request, Director shall surrender any documents and other materials made available to them by the Company.

Unless specifically authorized by the Company, the Independent Director shall not disclose Company and business information to public constituencies such as the media, the financial community, employees, members, agents, franchises, dealers, distributors and importers.

8. Termination

Independent Directors may resign from their position at any time and if they wish to do so, they are requested to serve a reasonable written notice on the Board. Their appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.

9. Retirement Age

Retirement would be governed by Companies Act, 2013 and the rules made thereunder and other statutory provisions, from time to time.

10. Directors' and Officers' Liability Insurance Policy

The Company will provide a D & O Liability Insurance Policy Cover in the manner and to the extent required.