



TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

1. Appointment

Appointment will be for a term of five years from the date of appointment unless terminated earlier or extended, as per the provisions of this letter or applicable laws (“Term”). As an Independent Director you will not be liable to retire by rotation.

Re-appointment for another term of maximum period of five years at the end of the current term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the shareholders by way of Special Resolution. Your reappointment would be considered by the Board based on the outcome of the performance evaluation process and you continuing to meet the independence criteria.

2. Role, duties and responsibilities

- a) Your role, duties and responsibilities will be those normally required of an Independent Director under the Companies Act 2013 including any rules made thereunder and SEBI (Listing Obligations & Disclosure Requirements) Regulations, 2015 with stock exchanges as may be applicable from time to time.
- b) You shall at all times abide by the ‘Code for Independent Directors’ as outlined in Schedule IV to section 149(8) of the Companies Act 2013.
- c) Whenever there is any change in circumstances that may affect your status as an Independent Director, you will give a declaration to that effect. Further, at the first meeting of the Board of Directors held in every financial year you will give a declaration that you meet the criteria of independence as prescribed under the Companies Act 2013 and SEBI (Listing Obligations & Disclosure Requirements) Regulations, 2015.

3. Code of Conduct

As an Independent Director of the Company, you shall comply with the Code of Conduct for Non-Executive Directors (NEDs). For your reference, the Code of Conduct for Non-Executive Directors is outlined below:

- a) Non-Executive Directors of a Company will always act in the interest of the Company and ensure that any other business or personal association which they may have, does not involve any conflict of interest with the operations of the Company and his/ her role therein,
- b) Non-Executive Directors will 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,

5paisa Capital Limited

Corporate Identity Number: U67190MH2007PLC289249

Corporate Office/ Regd. Office: IIFL House, Sun Infotech Park, Road No. 16V, Plot No. B-23, MIDC, Thane Industrial Area, Wagle Estate, Thane – 400604 E-mail: csteam@5paisa.com • Website: www.5paisa.com



- c) Non-Executive Directors will strictly safeguard the confidentiality of all information received by them by virtue of their position.
- d) Unless specifically authorised by the Company, you shall not disclose company and business information to public constituencies such as the media, the financial community, employees, shareholders, agents, franchisees, dealers, distributors and importers.
- e) Your obligation of confidentiality shall survive termination or cessation of your directorship with the Company.

In addition to the above, you shall also be abide by the Company's code of conduct for Prevention of Insider Trading and such other code of conduct, policies and manuals as may be informed and applicable to the Independent Directors.

4. Remuneration

- a) As an Independent Director you shall be paid sitting fees for attending the meetings of the Board and the Committees of which you are a member as fixed by the Board from time to time. In addition to the sitting fees, you are eligible for commission as may be decided by the Board subject to the necessary approval of the shareholders of the Company.
- b) Further, the Company shall pay or reimburse to you such reasonable travel, hotel or other related expenditure, as may have been incurred by you while performing your role as an Independent Director of the Company. This will include reimbursement of expenditure incurred by you for attending Board/ Committee meetings, Annual General Meetings, Extraordinary General Meetings, court convened meetings, meetings with shareholders/ creditors/ management, induction and training (organized by the Company for Directors) and in obtaining, subject to prior consultation with the Board, professional advice from independent advisors in the furtherance of your duties as an Independent Director.

5. Insurance

The Company has obtained Directors' and Officers' Liability Insurance policy and you will be covered under the same.

6. Familiarization program

The Company shall conduct formal familiarization program for its Independent Directors.

7. Performance Appraisal / Evaluation Process

As a member of the Board, your performance as well as the performance of the entire Board and its Committees shall be evaluated annually. Evaluation of each director shall be done by all the other directors. The criteria for evaluation shall be determined by the Nomination and Remuneration Committee and disclosed in the Company's Annual Report.

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However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board / Committee.

8. Termination

Your directorship on the Board of the Company shall terminate or cease in accordance with law. Apart from the grounds of termination as specified in the Companies Act 2013, your directorship may be terminated in case of violation of any provision of the Code of Conduct as applicable to Non-Executive Directors.

You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation and also to Registrar of Companies (RoC). The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by you in the notice, whichever is later.

If at any stage during the Term, there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the Companies Act 2013 or, if applicable, you fail to meet the criteria for “independence” under the SEBI (Listing Obligations and Disclosure Requirements), Regulations, 2015, you agree to promptly submit your resignation to the Company with effect from the date of such change.

9. Miscellaneous

This letter represents the entire understanding, and constitutes the whole agreement, in relation to your appointment and supersedes any previous agreement between yourself and the Company with respect thereto and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom.

No waiver or modification of this letter shall be valid unless made in writing and signed by you and the Company.

As per the provisions of the Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements), Regulations, 2015, the terms of this letter along with your detailed profile shall be disclosed on the website of the Company and the relevant stock exchange.

10. Acceptance of Appointment

We are confident that the Board and the Company will benefit immensely from your rich experience and we are eager to have you as an integral part of the growth of our Company. Kindly confirm your acceptance by signing and returning the enclosed copy of this letter.

We thank you for your continued support and commitment to the Company.

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