

JARO INSTITUTE OF TECHNOLOGY MANAGEMENT AND RESEARCH LIMITED

Terms and Conditions of Appointment of Independent Directors on the Board of the Company

The terms of your appointment are as follows:

A. Term of Office:

Your appointment is effective from _____ and the tenure of your office shall be for a term of ___ years from the effective date (i.e.) ___ and is subject to approval of the members at the ensuing Annual General Meeting.

B. Official status/Relationship:

You will not be an employee of the Company and this letter shall not constitute a contract of employment.

C. Number of other Directorships:

Your appointment is subject to the maximum permissible directorships that one can hold as per the provisions of Section 165 of the Companies Act, 2013 as Director, SEBI (LODR) Regulation 2015 and other applicable provisions as amended from time to time.

D. Number of memberships on the Board Committees:

You may be appointed on committee(s) of the Board from time to time. On such appointment you shall strive to carry out the obligations under terms of reference and applicable regulations. The number of Committees in which you can be a Member/Chairman should be in line with rules /regulations /laws applicable from time to time.

E. Disclosure of Interest and Submission of Statutory Forms

The Company is required to include in its Annual Accounts a note of any material interest that a Director may have in any transaction or arrangement that the Company has entered into. Therefore, any such interest 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. A general notice disclosing your interest in any contract with a particular person, firm or Company is acceptable.

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You are required to submit annually or whenever changes takes place the following:

- (a) Information/notice of interest or concern in other entities in terms of Section 184, 188 and 189 of the Companies Act, 2013, the Companies (Appointment and Qualification of Directors) Rules 2014, the Companies (Meetings of Board and its Powers) Rules, 2014.
- (b) Declaration to the Board that you meet the criteria of independence specified under Section 149(6) of the Companies Act, 2013, read with relevant rules, pursuant to Section 149(7) of the Companies Act, 2013.
- (c) Compliance Report on 'Code of Conduct and Business Ethics for Board Members and Senior Management' in terms of Corporate Governance Guidelines.
- (d) Notice of disqualification, if any in terms of Section 164(2) and rule 14(1) of Companies (Appointment and Qualification of Directors) Rules, 2014 of the Companies Act, 2013 in Form DIR-8.
- (e) IICA Membership renewal acknowledgment every year as pursuant to Rule 6 (2) of Companies (Appointment and Qualification of Directors) Rules, 2014, Independent Director holding office shall from time to time take steps to renew the membership of IICA data bank within a period of thirty days from the date of expiry of the period up to which the name of the individual was applied for inclusion in the data bank till he/she continues to hold the office of an Independent Director in any Company.
- (f) E-form DIR-3 KYC as pursuant to Rule 12A of Companies (Appointment and Qualification of Directors) Rules, 2014 every individual who holds a Director Identification Number (DIN) as on 31st March of a financial year shall submit e-form DIR-3-KYC for the said financial year to the Central Government on or before 30th September of immediate next financial year.
- (g) Pursuant to SEBI (Prohibition of Insider Trading) Regulations, 2015,
 - Disclosure of details of Securities held on appointment as Director or upon becoming a Promoter of a listed Company and other such persons as specified in Regulations.
 - Disclosure of details of Securities acquired or disposed, whether in one transaction or a series of transactions over any calendar quarter aggregating to a traded value in excess of ten lakh rupees or such other value as may be specified or stipulated by way of amendment, within two trading days of such transaction.
 - Disclosure of the names of the Designated Person's Immediate Relatives (as defined in the Company's Internal Code of Conduct for Regulating, Monitoring and Reporting of Trades) and providing other undertakings in prescribed format.
 - Pre-trading approval shall be obtained from Compliance Officer, if you intend to Trade in the Securities of the Company when the Trading Window is open, for an aggregate trade value, whether in one transaction

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or a series of transactions within any financial year exceeding Rs.1,50,000/-.

F. Roles and Responsibilities

Your role and duties will be those normally required of a non-executive Independent Director under the Companies Act, 2013 and other applicable Rules and Regulations including SEBI Listing Regulations, Circulars and any amendments thereto. There are certain duties prescribed for all Directors, both executive & non-executive, which are fiduciary in nature and are as under:

- Subject to the provisions of the Companies Act, 2013, you shall act in accordance with the Company's Articles of Association.
- You shall 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, its employees, the shareholders, the community and for the protection of environment.
- You shall discharge your duties with due and reasonable care, skill and diligence and shall exercise independent judgment with due regard to applicable laws.
- You shall not involve yourself in a situation in which you may have a direct or indirect conflict of interest or possibly may conflict with the interest of the Company.
- You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- You shall not assign your office as Director and any assignments so made shall be void.

In addition to the above requirements, your role, functions and duties as Independent Director of the Company shall be in accordance with the Code for Independent Directors prescribed under the Companies Act, 2013.

You will be held liable in respect of such acts of omission/commission by a Company which had occurred with your knowledge, attributable through Board processes and with your consent or where you did not act diligently with respect to the provisions contained in the Companies Act, 2013 as well as the listing regulations. You do not have authority to commit the Company in any way.

Your attention is drawn to the requirements of Company's 'Internal Code of Conduct for Designated Persons and their Immediate Relatives' under SEBI (Prohibition of Insider Trading) Regulations, 2015 which is concerned with disclosure of price sensitive information and dealing in the securities of KPL.

You should not make any statements on behalf of the Company or anything concerning the Company to the media, financial institutions, or anyone associated

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with the stock market or investor community without the express authorisation of the Board. Please note that all media enquiries concerning the Company must be referred immediately to the Chairman of the Company.

Further, you shall not take any step or action that will bring or likely to bring disrepute to the Company or affect the Company's interest adversely.

G. Remuneration

- a) You will be entitled to be paid sitting fees for attending each Board Meeting and Board Level Committee Meeting(s).
- b) The sitting fees presently payable is Rs.20,000/- per meeting of the Board and Board level Committee meeting subject to deduction of tax at source.
- c) In addition to the remuneration described above, the Company will, for the period of your appointment, reimburse for travel, hotel and other incidental expenses incurred by you while performing your role and duties as per the policy of the Company.
- d) You shall not be entitled to receive any remuneration other than the aforesaid fee and reimbursement of expenses, for attending the meetings of the Board or any committee thereof or for any other purpose as decided by the Board.

H. Familiarisation / Training programme

Company would undertake/sponsor training programs for Board Members from time to time for enriching and updating their knowledge on the trade, industry and legal environment pertaining to the Company. You may be invited to attend ongoing training and familiarization sessions, including briefings from management and site visits which will enable you to take informed decisions during the discharge of your duties. We request you to attend the same.

I. Confidentiality

All information acquired during your tenure will be kept as confidential and shall not be released, either during your appointment or following cessation of term/tenure to third parties without prior clearance from CMD, KPL unless required by law or by the rules of any stock exchange or regulatory body. You shall use such information for the performance of your duties as a Director or as required under law and you shall not use the same to gain advantage for yourself or others, or to the detriment of the Company.

J. Board's expectation from Independent Director:

You are expected to participate in the familiarization programme of the Company to get acquainted with the Company's operations and business.

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As a Non-Executive Director, you are expected to bring objectivity and independence of view to the Board's discussions and to provide the Board with effective leadership in relation to the Company's Strategy, Performance, Risk Management, as well as ensuring high standards of financial probity and Corporate Governance.

Further, the Board expects your regular attendance at the meetings of the Board and its Committees in addition to the shareholders meeting. You are expected to devote sufficient time as appropriate to discharge your duties effectively to meet the expectations from your role to the satisfaction of the Board.

K. Code of Business Ethics

We request you to adhere to the Code of Ethics and the following:

- a) Uphold ethical standards of integrity and probity;
- b) Act objectively and constructively while exercising your duties;
- c) Exercise your responsibilities in a bona fide manner in the interest of the Company;
- d) Devote sufficient time and attention to your professional obligations for informed and balanced decision making;
- e) Not allow any extraneous considerations that will vitiate your exercise of objective independent judgement in the paramount interest of the Company as a whole, while concurring in or dissenting from the collective judgement of the Board in its decision making;
- f) Not abuse your position to the detriment of the Company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
- g) Refrain from any action that would lead to loss of your independence;
- h) Assist the Company in implementing the best corporate governance practices;
- i) Where circumstances arise which make you lose your independence, you must immediately inform the Board.

L. Separate Meeting of Independent Directors

Independent Directors shall hold at least one meeting in a year.

M. Company Records and Other Property

You shall, immediately on request at any time and from time to time (and in any event, on termination/expiry of your appointment with the Company), immediately deliver to the Company or its authorised representatives, confidential information, documents, electronic gadgets, if any, which may be in your possession or control.

N. Resignation and Termination

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You may resign as an Independent Director of the Company at any time and should you wish to do so, you are requested to serve a written notice stating the reasons for resignation. 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.

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 for violation of any provision of the Code of Conduct of the Company.

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, you agree to promptly submit your resignation to the Company with effect from the date of such change.

O. Governing Law

This document is governed by and will be interpreted in accordance with Indian Law. Your engagement as Independent Director shall be subject to the jurisdiction of the courts at Chennai.

P. Miscellaneous

This letter constitutes the entire terms and conditions of your appointment.

The Company has a right to change the terms of this letter from time to time in accordance with applicable laws.

The terms and conditions of this letter along with your detailed profile shall be made publicly available by the Company in accordance with the provisions of the Companies Act, 2013 and the SEBI Listing Regulations.

Q. Acceptance of Appointment

We are confident that your association, expertise and experience will immensely benefit the Company and the Board. If the above terms are acceptable, we request you to confirm the same by signing and returning the duplicate copy of this letter.

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