

REI AGRO LIMITED

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

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

The broad terms and conditions of the appointment of Independent Directors of the Company are reproduced hereunder:

1. APPOINTMENT

An independent Director shall hold office for a term up to five consecutive years on the Board of the Company. Reappointment at the end of the Term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the shareholders. The reappointment would be considered by the Board based on the outcome of the performance evaluation process and the directors continuing to meet the independence criteria. As Independent Directors, they will not be liable to retire by rotation

Independent Director may resign from the directorship of the Company by giving a notice in writing to the Company 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 them in the notice, whichever is later. Their directorship on the Board of the Company shall cease in accordance with law.

The directors may be requested to be a Member / Chairman of any one or more Committees of the Board which may be constituted from time to time.

2. ROLE, DUTIES AND RESPONSIBILITIES

As members of the Board, they along with the other Directors will be collectively responsible for meeting the objectives of the Board which include:

- Requirements under the Companies Act, 2013
- "Responsibilities of the Board" as outlined in the Corporate Governance requirements as prescribed by Stock Exchanges under Clause 49 of the Listing Agreement.
- Accountability under the Director's Responsibility Statement.

They shall abide by the 'Code For Independent Directors' as outlined in Schedule IV of the 2013 Act, and duties of directors as provided in the Companies Act, 2013 and in Clause 49 of the Listing Agreement.

They are particularly requested to provide guidance in their area of expertise

3. EXPECTATION OF THE BOARD

- a) Be Independent in your view while transacting any matter at the meeting of the Board and its committees.
- b) Take decisions objectively in the interests of the Company.

- c) Act in accordance with the Company's Articles of Association.
- d) 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.
- e) Exercise your duties with due and reasonable care, skill and diligence and exercise independent judgment.
- f) Do not get involved 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.
- g) Do not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners, or associates

4. TIME COMMITMENT

They agree to devote such time as is prudent and necessary for the proper performance of their role, duties and responsibilities as an Independent Director.

5. REMUNERATION

Sitting Fee

As Independent Directors, they shall be paid sitting fees for attending the meetings of the Board and the Committees of which they are members. The sitting fees for attending each meeting of the Board and its Committees would be as determined by the Board from time to time.

The Company has a policy to pay sitting fees to its Independent Directors for attending meeting of the Board of Directors and the Audit Committee only. The sitting fees pay by the Company is within the limits prescribed under the Companies Act, 2013.

Commission

In addition to the sitting fees, commission that may be determined by the Board and as may be approved by the shareholders may also be payable to them. In determining the amount of the commission, the Board supported by the Nomination and Remuneration Committee may consider performance of the Company and their performance as evaluated by the Board.

Reimbursement of Expenses

The Company shall pay or reimburse to the Independent Directors such expenditure, as may have been incurred by them while performing their role as an Independent Director of the Company which includes participation in the meetings of the Board of Directors and all other Committee meetings of the Company.

6. COMPANY'S CODE OF CONDUCT

As Independent Directors of the Company, they agree to comply with the Company's Code of Conduct for Directors and Senior Management Personnel. Unless specifically authorised by the Company, they shall not disclose company and business information to constituencies such as the media, the financial community, employees, shareholders, agents, franchisees, dealers, distributors and importers.

Their obligation of confidentiality shall also survive after cessation of their respective directorships with the Company. The provisions of Securities and Exchange Board of India (Prohibition of Insider Trading)

Regulations, 1992 , prohibiting disclosure or use of unpublished price sensitive information, would be applicable to the Independent Directors.

Additionally, they shall not participate in any business activity which might impede the application of their independent judgment in the best interest of the Company.

All Directors are required to sign a confirmation of acceptance of the Company's Code of Conduct for Directors as adopted by the Board on annual basis.

7. TRAINING AND DEVELOPMENT

The Company may, if required, conduct formal training program for its Independent Directors. The Company may, as may be required, support Directors to continually update their skills and knowledge and improve their familiarity with the company and its business. The Company will fund/arrange for training on all matters which are common to the whole Board.

8. PERFORMANCE APPRAISAL / EVALUATION PROCESS

As members of the Board, their performance as well as the performance of the entire Board and its Committees will be evaluated annually. Evaluation of each director shall be done by all the other directors. The criteria for evaluation shall be disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board / Committee.

9. DISCLOSURES, OTHER DIRECTORSHIPS AND BUSINESS INTERESTS

During the Term, they agree to promptly notify the Company of any change in their directorships, and provide such other disclosures and information as may be required under the applicable laws. They also agree that upon becoming aware of any potential conflict of interest with their position as Independent Directors of the Company, they shall promptly disclose the same to the Chairman and the Company Secretary.

Every independent director shall at the first meeting of the Board in which he participates as a director and thereafter at the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect his status as an independent director, give a declaration that he meets the criteria of independence as provided in section 149(6) of the Companies Act, 2013.

10. CHANGES OF PERSONAL DETAILS

During the Term, they shall promptly intimate the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

11. MODIFICATION/AMENDMENT

These are the general terms and conditions of appointment of Independent Directors which are subject to modification/amendment.