



**ODIGMA CONSULTANCY SOLUTIONS
LIMITED**

[CIN: U72900GJ2011PLC131548]

**TERMS AND CONDITIONS OF APPOINTMENT OF
INDEPENDENT DIRECTORS**

1. PREAMBLE:

“Odigma Consultancy Solutions Limited” (“the Company”) will be free to decide terms and Conditions for appointment and functioning of Independent Directors, but which shall be subject to and in conformity with the Articles of Association of the Company & prevailing laws including but not limited to the Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (**“Listing Regulations”**) (as amended time to time).

“Independent director” define under Sections 2 (47) & 149 (6) of the Companies Act, 2013 and Regulation 16 (b) of Listing Regulations,

- An independent director in relation to a company, means a director other than a managing director or a whole-time director or a nominee director,
- i. who, in the opinion of the Board, is a person of integrity and possesses relevant expertise and experience;
 - ii. who is or was not a promoter of the company or its holding, subsidiary or associate company or member of the promoter group of the listed entity;
 - iii. who is not related to promoters or directors in the company, its holding, subsidiary or associate company;
 - iv. who has or had no pecuniary relationship, other than remuneration as such director or having transaction not exceeding ten per cent. of his total income or such amount as may be prescribed, with the company, its holding, subsidiary or associate company, or their promoters, or directors, during the two immediately preceding financial years or during the current financial year;]
 - v. None of whose relatives—
 - a) is holding any security of or interest in the company, its holding, subsidiary or associate company of face value exceeding fifty lakh rupees or two per cent. of the paid-up capital of the company during the two immediately preceding financial years or during the current financial year;
 - b) is indebted to the company, its holding, subsidiary or associate company or their promoters, or directors in excess such amount as may be prescribed in the Companies Act, 2013 during the two immediately preceding financial years or during the current financial year;
 - c) has given a guarantee or provided any security in connection with the indebtedness of any third person to the company, its holding, subsidiary or associate company or their promoters, or directors for such amount as may be prescribed in the Companies Act, 2013 during the two immediately preceding financial years or during the current financial year; or
 - d) has any other pecuniary transaction or relationship with the company, or its subsidiary, or its holding or associate company amounting to two per cent. or more of its gross turnover or total income singly or in combination with the transactions referred to in Point (a), (b) or (c);
 - vi. who, neither himself nor any of his relatives:
 - a) holds or has held the position of a key managerial personnel or is or has been employee of the company or its holding, subsidiary or associate company in any of the three financial years immediately preceding the financial year in which he is proposed to be appointed;

- b) is or has been an employee or proprietor or a partner, in any of the three financial years immediately preceding the financial year in which he is proposed to be appointed, of:
 - a firm of auditors or company secretaries in practice or cost auditors of the company or its holding, subsidiary or associate company; or
 - any legal or a consulting firm that has or had any transaction with the company, its holding, subsidiary or associate company amounting to ten per cent. or more of the gross turnover of such firm;
- c) holds together with his relatives two per cent. or more of the total voting power of the company; or
- d) is a Chief Executive or director, by whatever name called, of any non-profit organisation that receives twenty-five per cent or more of its receipts from the company, any of its promoters, directors or its holding, subsidiary or associate company or that holds two per cent. or more of the total voting power of the company; or
- vii. who possesses appropriate skills, experience and knowledge in one or more fields of finance, law, management, sales, marketing, administration, research, corporate governance, technical operations or other disciplines related to the company's business.
- viii. who is not less than 21 years of age.
- ix. who is not a non-independent director of another company on the board of which any non-independent director of the listed entity is an independent director

*** Independent Directors of the Company (i.e. "Odigma Consultancy Solutions Limited"):**

- Mr. Jigar Pradipchandra Shah
- Ms. Anal Desai
- Mr. Jigar Rameshbhai Shah

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

2. APPOINTMENT:

The appointment is for the period of **Five years** ("Term"). The Company may disengage Independent Directors prior to completion of the Term subject to compliance with relevant provisions of the Companies Act, 2013.

As Independent Directors, they will not be liable to retire by rotation under section 152 (6) of the Companies Act, 2013. 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. Reappointment would be considered based on the outcome of the performance evaluation process and the Director continuing to meet the independence criteria.

No Independent Directors shall hold office for more than **Two consecutive terms**, but such Independent Directors shall be eligible for appointment after the expiration of **Three years** of ceasing to become an Independent Directors, provided that an Independent Directors shall not,

during the said period of three years, be appointed in or be associated with the company in any other capacity, either directly or indirectly.

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.

3. ACT AS MEMBER / CHAIRMAN TO ANY COMMITTEE OF THE BOARD:

The Independent Director(s) may, on being requested to act as a Member or the Chairman of any Committee of the Board, but subject to provisions of the Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

4. ROLE, DUTIES AND RESPONSIBILITIES:

- A. 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 Listing Regulations and
 - Accountability under the “Directors Responsibility Statement”.
- B. They shall abide by the “Code for Independent Directors” as outlined in Schedule IV pursuant to Section 149(8) of the Companies Act, 2013, and duties of directors as provided in the Companies Act, 2013 (including Section 166) and under Listing Regulations.
- C. They are particularly requested to provide guidance in their area of expertise.

5. 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.

6. REMUNERATION:

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.

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

Further, the Company may pay or reimburse to the Directors such expenditure, as may have been incurred by them while performing their role as Independent Directors of the Company. This could include reimbursement of expenditure incurred by them for accommodation,

travel and any out of pocket expenses for attending Board / Committee Meetings, General Meetings, Court Convened Meetings, Meetings with Shareholders /Creditors /Management, site visits, induction and training (organized by the Company for Directors) and in obtaining, subject to the expense being reasonable, professional advice from independent advisors in the furtherance of their duties as Independent Directors.

7. INSURANCE:

The Company may take an appropriate Directors" and Officers" Liability Insurance policy and pay the premiums for the same. It is intended to maintain such insurance cover for the Term of their appointment, subject to the terms of such policy in force from time to time.

8. CODE OF CONDUCT:

As Independent Directors of the Company, they agree to comply with the Code of Conduct set out by the Company.

Unless specifically authorized by the Company, they shall not disclose the 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 survive cessation of their respective directorships with the Company.

The provisions of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 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.

9. 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.

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

11. 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.

During their Term, they agree to promptly provide a declaration under Section 149(7) of the Companies Act, 2013, upon any change in circumstances which may affect their status as an Independent Director.

12. 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.

13. DISENGAGEMENT:

They 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 Company may disengage Independent Directors prior to completion of Term (subject to compliance of relevant provisions of the Companies Act, 2013) upon:

- a) Violation of any provision of the Code of Conduct as applicable to Non-Executive Directors,
- b) The Director failing to meet the criteria for independence as envisaged in Section 149(6) of the Companies Act, 2013 or Regulation 16 of the SEBI (Listing Obligations and Disclosure Requirements) Regulation, 2015.
