

JONJUA OVERSEAS LIMITED

Terms and Conditions of appointment of Independent Director

1. Appointment

Your appointment as an Independent Director shall be for a term of _____ years till _____. Your office will not be liable to retire by rotation. Your appointment is subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and the listing agreement. Your office will get vacated in case you incur any of the disqualifications mentioned in the Companies Act, 2013.

2. Board Committees

You, while being a member of Board of Directors, may be invited/ nominated for appointment on various committees of the Board of Directors, as setup from time to time. Currently, following are the committees of Board of Directors:

1. Audit Committee
2. Stakeholders' Relationship Committee
3. Nomination and Remuneration Committee

3. Duties

Your duties as an Independent Director are enlisted below:

1. To undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the company;
2. To seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the company;
3. To strive to attend all meetings of the Board of Directors and of the Board committees of which you are a member;
4. To participate constructively and actively in the committees of the Board in which you are chairperson or member;

5. To strive to attend the general meetings of the company;
6. Where you have concerns about the running of the company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board meeting
7. To keep you well informed about the company and the external environment in which it operates;
8. Not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;
9. To pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure that the same are in the interest of the company;
10. To ascertain and ensure that the company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;
11. To report concerns about unethical behaviour, actual or suspected fraud or violation of the company's code of conduct or ethics policy;
12. To act within your authority, assist in protecting the legitimate interests of the company, shareholders and its employees;
13. Not to disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

4. Expectation of the Board

1. Be Independent in your view while transacting any matter at the meeting of the Board and its committees
2. Take decisions objectively in the interests of the Company.
3. Adhere to the enclosed Code of conduct the Company has developed.
4. Act in accordance with the Company's Articles of Association.
5. 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.
6. Exercise your duties with due and reasonable care, skill and diligence and exercise independent judgment.
7. 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.
8. Do not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners, or associates

5. Training of the Board

Every independent director inducted on the Board is provided with a programme done by senior expert(s) in the management team for familiarization on the vision, mission, strategy, goals and objectives of the organization.

This programme helps the director to build a good professional, purposeful rapport with the senior leadership team in addition to understanding the overall structure of the organization.

Further, the Company continues to organize programmes on a periodical basis to develop their attitude, knowledge and skill sets on all matters which are common to the whole Board.

6. Code of conduct

You are required to comply with the Company's code of Business conduct and Ethics, a copy of which is enclosed herewith. (Annexure I)

7. Evaluation

The performance evaluation shall be done by the entire Board of Directors excluding the director being evaluated.

The performance of the Non-Executive Independent Directors shall be reviewed and evaluated by the Nomination and Remuneration committee on an Annual basis which includes the following factors:

- Participation by the directors during the discussions of the board
- Integrity and maintenance of confidentiality
- Independence of behaviour and judgement
- Effective development of knowledge and expertise

8. Remuneration

Sitting fees:

Subject to the limits provided under the laws/regulations, as an Independent Director you may be paid a sitting fee for attending the meetings of the Board and the Committees of which you are a member subject to approval by board:

You are eligible for fixed amount of sitting fees for attending meeting of the Board of Directors and its committees.

Reimbursement of expenses:

All expenses incurred by the Board of Directors for attending the meetings and events of the Company are reimbursed at actuals. Wherever the actual bills are not directly attributed to the expenses for the purpose of attending the event /meeting, the "best fare" practice is adopted to reimburse such expenses.

9. Disclosures to the Company

Under the provisions of the Companies Act, 2013 and Listing Agreement you are required to disclose the requisite information on a periodical and event basis.

10. Trading in the shares

The Board of Directors are allowed to trade in the shares of the Company subject to the provisions of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992.

All directors shall be subject to trading restrictions as enumerated below:-

The period for trading in the company's security shall be called "Trading Window". The trading window shall be closed during the time the following information is un-published.

- Declaration of Financial results (quarterly, half-yearly and annual)
- Amalgamation, mergers, takeovers and buy-back
- Disposal of whole or substantially the whole of the undertaking
- Any changes in policies, plans or operations of the company (Material events).

When the trading window is closed the directors shall not trade in the company's securities in such period. As per Section 194 of the Companies Act, 2013 the Directors are prohibited to do any forward dealings in securities of the Company.

11. Confidentiality

All information acquired during your tenure as Director is confidential to the Company and should not be disclosed either during your tenure or following termination (by whatever means) to third parties except as permitted by law.

12. Termination

The directorship position will be terminated in accordance with the Companies Act, 2013, Listing Agreement and other applicable regulations. The Company may terminate the appointment with immediate effect in case of any serious or repeated breach or non-observance of your obligations as a Director to the Company or in the case of breach of the code of conduct prescribed by the Company. The director can voluntarily resign on submission of notice of resignation with sufficient reasons to the Board of Directors of the Company.