

RKB GLOBAL LIMITED

TERMS OF APPOINTMENT OF INDEPENDENT DIRECTOR

[Pursuant to the provisions of Schedule IV to the Companies Act, 2013]

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTOR

1. Appointment

The appointment of the Independent Director by the Board of Directors of the Company is for a period of **five (5) consecutive years**, and subject to the approval of the shareholders of the Company and in accordance with the provisions of the Companies Act, 2013 and the rules made thereunder, as amended from time to time.

An Independent Director shall not be liable to retire by rotation.

The term “**Independent Director**” shall be construed in accordance with the definition provided under the Companies Act, 2013. The appointment and tenure of the Independent Director shall, at all times, be in compliance with the applicable provisions of the Companies Act, 2013.

2. Role and Duties

The Independent Director shall perform the role and duties as prescribed under the Companies Act, 2013, including but not limited to:

- I. Act in accordance with the Company’s Memorandum and Articles of Association.
- II. 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, and in the interests of its employees, the community and for the protection of the environment.
- III. Exercise your duties with due and reasonable care, skill and diligence.
- IV. Not involve yourself 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.
- V. Not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- VI. Not assign your office as a Director and any assignments so made shall be void.
- VII. Comply with the provisions regarding maximum Directorship as per Companies Act, 2013 as amended from time to time.
- VIII. Abide by the Code of Conduct for Independent Directors as per Schedule VI of the Companies Act, 2013 as amended from time to time.

The Independent Director shall abide by the Code for Independent Directors as prescribed in Schedule IV of the Companies Act, 2013.

3. Board Committees

The Independent Director may be appointed as a member or Chairperson of one or more Board Committees as may be decided by the Board from time to time, subject to applicable laws and regulations.

4. Time Commitment

The Independent Director shall devote such time as is necessary for the performance of his/her duties and responsibilities, including attending Board meetings, Committee meetings, and general meetings of the Company.

5. Status of Appointment

The appointment is that of a **Non-Executive Director**, and does not constitute an employment or service contract with the Company.

6. Remuneration

- The Independent Director shall be entitled to sitting fees for attending meetings of the Board and its Committees, as approved by the Board/shareholders from time to time.
- The Company shall reimburse reasonable expenses incurred towards travel, accommodation, and other incidental expenses in connection with the performance of duties.

7. Declaration of Independence

The Independent Director shall submit a declaration at the first Board meeting of every financial year and whenever there is any change in circumstances that may affect his/her status as an Independent Director, confirming that he/she meets the criteria of independence as prescribed under Section 149(6) of the Companies Act, 2013.

8. Conflict of Interest

The Independent Director shall disclose to the Board any situation that may result in a conflict of interest and shall refrain from participating in discussions where such conflict exists.

9. Confidentiality

All information acquired during the tenure as an Independent Director shall be treated as confidential and shall not be disclosed to any third party without prior approval of the Board, unless required by law or regulatory authorities.

The Independent Director shall comply with applicable regulations relating to unpublished price sensitive information and insider trading.

11. Directors' and Officers' Insurance

The Company has in place a **Directors' and Officers' Liability Insurance Policy** and shall maintain such policy for the tenure of the appointment.

12. Disclosure of Interest

The Independent Director shall disclose any material interest in any transaction or arrangement entered into by the Company in accordance with applicable provisions of law.

13. Termination

- The Independent Director may resign by giving reasonable written notice to the Board.
- The appointment is subject to shareholder approval and re-appointment in accordance with applicable law.
- The appointment may be terminated in accordance with the provisions of the Companies Act, 2013 and the Articles of Association of the Company.

14. Governing Law

These terms and conditions shall be governed by and construed in accordance with the laws of India, and shall be subject to the jurisdiction of Indian courts.