

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS OF IDBI TRUSTEESHIP SERVICES LIMITED

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

The appointment of an independent director of the company shall be as envisaged under section 149 read with Schedule IV and other applicable provisions of the Companies Act, 2013.

A. Preliminary

The appointment of Independent Director (ID) is subject to the following:

1. The ID will submit a declaration in the beginning of every financial year under section 149 (7) of the Companies Act, 2013 ("the Act") during your tenure confirming whether you meet the criteria of independence.
2. The ID will promptly inform the Board of any change in the status of your independence.
3. So long as he/she is an independent director of the company, the number of companies in which he/she holds office as a director or a chairman or committee member will not exceed the upper limit stipulated under the Act.
4. So long he/she is an independent director of the company, he/she will ensure that he/she does not get disqualified to act as a director pursuant to the provisions of section 164 of the Act.
5. The ID will ensure compliance with other provisions of the Act and the listing agreement as applicable to him/her as an independent director.

B. Term

His/her appointment as an independent director is for a term of three (3) consecutive years commencing from to during which period he/she will not be subject to retirement by rotation. The ID's tenure will also be subject to him/her continuing to meet the criteria of independence throughout.

C. Committees

The ID may be nominated on one or more committees of the Board and in such event he/she will be provided with the relevant committee's term of reference and any specific responsibilities. The ID's term on the nominated committees shall be valid till his/her tenure as a Director on the Board of the Company.

D. Code of Conduct and Duties and Responsibilities

1. The ID will abide by the Code of Business Conduct and Ethics to the extent applicable to an independent director of the company.
2. The ID will abide by the Guidelines of professional conduct, Role, Function and Duties as an independent director as provided in Schedule IV of the Companies Act, 2013.
3. The ID will not hold office as a director or any other office in a competing company/ firm/ entity.
4. The ID is expected to stay updated on how best to discharge his/her roles, responsibilities, and duties and liabilities, as an independent director of the company under applicable law, including keeping abreast of current changes and trends in economic, political, social, financial, legal and corporate governance practices.
5. The ID is expected to:
 - (i) take decisions objectively and solely in the interests of the company;
 - (ii) facilitate Company's adherence to high standards of ethics and corporate behavior;
 - (iii) guide the Board in monitoring the effectiveness of the company's governance practices and to recommend changes, required if any;
 - (iv) guide the Board in monitoring and managing potential conflicts of interest of management, Board members and stakeholders, including misuse of corporate assets and abuse in related party transactions;
 - (v) guide the Board in ensuring the integrity of the company's accounting and financial reporting systems, including the independent audit, and that appropriate systems of control are in place, in particular, systems for risk management, financial and operational control, and compliance with law and relevant standards.

E. Performance Evaluation

The ID's re-appointment or extension of term and remuneration will be recommended pursuant to a performance evaluation carried out by the Board.

F. Remuneration

1. The ID's annual remuneration will be as under:
 - a) The ID will be paid such remuneration by way of sitting fees for meetings of the Board and its committees as may be decided by the Board from time to time within the limits prescribed under the Act.
 - b) The sitting fees presently payable to the non-executive independent directors is Rs...../- per meeting of the Board and Rs...../- per meeting of the committee thereof.
2. The ID will be entitled to reimbursement of expenses incurred in connection with attending the Board/committee meetings, general meetings and in relation to the business of the company towards hotel accommodation, travelling and other out-of-pocket expenses.
3. Pursuant to applicable law, the ID will not be entitled to any stock options.

G. Insurance

The directors would be covered / indemnified as per the policy of the Company [(Directors and Officers (D and O insurance))].

H. Prohibition of Insider Trading

The ID will follow the company's "Code for Prevention of Insider Trading" on insider information and the requirement under the Companies Act, 2013 and SEBI Regulations, which *inter-alia* requires that price-sensitive information is not used or transmitted and maintained securely. The ID should not make any statements that might risk a breach of these requirements without prior clearance.

I. Miscellaneous

1. All the terms as mentioned above, including appointment, remuneration, professional conduct, role and functions, duties and evaluation shall be governed by the Companies Act, 2013 and rules made thereunder as amended from time to time.
2. The appointment letter and any non-contractual obligations arising out of or in connection with this letter are governed by, and shall be construed in accordance with the laws of India and subject to the exclusive jurisdiction of the Courts of India.
3. The ID will have access to confidential information, whether or not the information is marked or designated as "confidential" or "proprietary", relating to the company and its business including legal, financial, technical, commercial, marketing and business related records, data, documents, reports, etc., client information, intellectual property rights (including trade secrets), ("Confidential Information").

The ID shall use reasonable efforts to keep confidential and to not disclose to any third party, such Confidential Information.

If any confidential information is required to be disclosed by the ID in response to any summons or in connection with any litigation, or in order to comply with any applicable law, order, regulation or ruling, then any such disclosure should be, to the extent possible, with the prior consent of the Board.