

PORWAL AUTO COMPONENTS LTD.
TERMS AND CONDITIONS OF APPOINTMENT OF THE INDEPENDENT DIRECTORS

Members of our Company have at their Annual General Meeting held on 29th September 2014 appointed Mr. Nitin Dafria, Mr. Surajmal Kucheria and Mr. Ramesh Kashyap as Independent Directors of the Company to hold office for a term upto five consecutive years upto 31st March, 2019.

Terms and Conditions of appointment of Independent Directors:

1. Appointment:

1.1 The appointment of Independent Directors shall be Subject to the provisions Section 149 and 152 and other applicable provisions of the Companies Act, 2013 ('Act') read with Clause 49 of the Listing Agreement as amended and the Companies(Appointment and Qualification of Directors) Rules, 2014.

1.2 The Independent Director will not be liable to retire by rotation.

2. Committees

The Board of Directors (the Board) may, if it deems fit, invite the Independent Director for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. The Independent Directors appointment on such Committee(s) will be subject to the applicable regulations.

3. Time Commitment

By accepting this appointment, Independent Director confirm that he/she is able to allocate sufficient time to meet the expectations from the Independent Directors role to the satisfaction of the Board.

4. Role and Duties

The role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the Listing Agreement. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

- i. They shall act in accordance with the Company's Articles of Association.
- ii. They shall 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.
- iii. They shall discharge your duties with due and reasonable care, skill and diligence.
- iv. They shall 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. They shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.

In addition to the above requirements applicable to all Directors, the role of the Non- Executive Director has the following key elements;

Strategy: Non-Executive Directors should constructively challenge and help in improving proposals on short-term and long-term strategy;

Performance: Non-Executive Directors should scrutinize the performance of management in meeting agreed goals and objectives;

Risk: Non-Executive Directors should satisfy themselves on the integrity of financial information and that financial controls and systems of risk management are robust and defensible;

People: Non-Executive Directors are responsible for determining appropriate levels of remuneration of Executive Directors and have a prime role in appointing, and where necessary, removing Executive Directors and in succession planning;

Reporting: Non-Executive Directors take responsibility for the processes for accurately reporting on performance and the financial position of the Company; and

Compliance: Non-Executive Directors should keep governance and compliance with the applicable legislation and regulations under review and the conformity of the Company practices to accepted norms.

5. **Remuneration**

The Independent Director 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.

6. **Conflict of Interest**

6.1 It is accepted and acknowledged that the Independent Director may have business interests other than those of the Company. The Independent Director are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of appointment.

6.2 In the event that the circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgment that the Independent Director are independent, this should be disclosed to both the Chairman and the Secretary.

7. **Confidentiality**

All information acquired during the appointment is confidential to Porwal Auto Components Limited and should not be released, either during appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by the rules of any stock exchange or regulatory body. On reasonable request, the Independent Directors shall surrender any documents and other materials made available to them by Porwal Auto Components Limited.

8. **Disclosure of Interest**

The Company must include in its Annual Accounts a note of any material interest that a Director may have in any transaction or arrangement that the Company has entered into. Such interest should be disclosed not later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record the Independent Director's interest appropriately and our records are updated. A general notice that the Independent Director are interested in any contracts with a particular person, firm or company is acceptable.

9. **Code of conduct**

The Independent Directors are required to comply with the code of conduct adopted by the Board of Directors and to comply with Schedule IV of the Companies Act, 2013 and applicable clauses of the Listing Agreement, SEBI rules and Regulations for prohibition of Insider trading and other related issues from time to time.

10. Termination

- a. The Independent Director may resign from the position at any time and should they wish to do so, they are requested to serve a reasonable written notice to the Board.
- b. Appointment of Independent Directors may also be terminated in accordance with the provisions of the Articles of Association of the company and the provisions of the
- c. If, at any stage during the Term, there is a change that may affect status of an Independent Director as envisaged in Section 149(6) of the Act, or if applicable, the Independent Director fail to meet the criteria for “independence” under the provisions of Clause 49 of the Listing Agreement, he/she agree to promptly submit his/her resignation to the Company with effect from the date of such change.

11. Governing Law

This agreement is governed by and will be interpreted in accordance with Indian law and Independent Director’s engagement shall be subject to the jurisdiction of the Indian courts.