

**The terms and conditions of appointment of the Independent Directors of Infomedia Press Limited (“the Company”) in accordance with the requirements of Schedule IV to the Companies Act, 2013 (“the Act”) and Regulation 25 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”) as amended from time to time:**

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Terms and Conditions of appointment of Independent Directors:

**I. Term:**

**A. Mr. Lalit Kumar Jain**

Mr. Lalit Kumar Jain was re-appointed as an Independent Director for Second Term of 5 (five) consecutive years by the members of the Company at the 65<sup>th</sup> Annual General Meeting of the members of the Company held on September 21, 2020, to hold office for a period of 5 (five) consecutive years commencing from October 9, 2020 up to October 8, 2025 (the “Termination Date”). He will cease to hold office as a director of the Company immediately after the Termination Date.

**B. Mr. Vivek Jain**

Mr. Vivek Jain was appointed as an Additional Director, designated as Independent Director, by the Board of Directors at its meeting held on September 24, 2020, duly confirmed by the shareholders of the Company at the 66<sup>th</sup> Annual General Meeting held on September 27, 2021, to hold office for a period of 5 (five) consecutive years up to September 23, 2025 (the “Termination Date”). Unless the appointment is renewed on or prior to the Termination Date, he will cease to hold office as a director of the Company immediately after the Termination Date.

**II. Other Terms and Conditions**

**1. Committees:**

- 1.1 During the Appointment, the Independent Director of the Company, may be required to serve on one or more of the committees of the Board including the Audit Committee, the Nomination and Remuneration Committee and the Stakeholders’ Relationship Committee or such other Committees, as the Board may decide.
- 1.2 He/ She is appointed as an Independent Non-executive Director and will be identified as such in the annual report and other documentation of the Company. If circumstances change, and he/ she believes that his/ her independence will be in doubt, he/ she should discuss the same with the Chairman of the Company as soon as practicable.

**2. Duties and Liabilities:**

- 2.1 The Independent Director will perform his/ her fiduciary duties in a responsible manner and his/ her general legal responsibilities to the Company will be at par with the general legal responsibilities of a non-executive director.
- 2.2 The Independent Director of the Company shall act in accordance with the Articles of Association of the Company and while discharging his/ her duties, comply with the requirements of Section 166 and Schedule IV of the Act and Listing Regulations.
- 2.3 The Independent Director of the Company will be held liable only in respect of such acts of omission or commission by the Company which have occurred with his/ her knowledge, attributable through Board processes, and with his/ her consent or where he/ she has not acted diligently.
- 2.4 The Independent Director shall ensure that the registration with the Indian Institute of Corporate Affairs (IICA) for inclusion of his/ her name in the databank of independent directors maintained by IICA is renewed before expiry date of registration, if not registered for lifetime. Further, the Independent Director shall also comply with the provisions of Section 150 read with Rule 6 of Companies (Appointment and Qualification of Directors) Rules, 2014, as amended, regarding proficiency self-assessment test.

**3. Code for Independent Directors:**

- 3.1 The Company has relied on the declaration of the Independent Director that he/ she meets the criteria of independence as provided in Section 149(6) of the Act and also in Listing Regulations.
- 3.2 The Independent Director will be required to abide by the guidelines pertaining to professional conduct for independent directors as set out in Section 149(8) read with Schedule IV to the Act.
- 3.3 The Independent Director will be required to comply with applicable provisions of any code of conduct framed by the Board of Directors of the Company.

**4. Restrictions:**

- 4.1 During the term of Appointment, the Independent Directors are expected not to take up directorship in any company (whether in India or abroad) engaged in the same or similar businesses as that of the Company or in a company, business or undertaking which competes or is likely to compete with the Company or which could otherwise potentially give rise to a conflict with his/ her duties with the Company. In the event that the Independent Director becomes aware of any potential conflicts of interest, or in case of doubt, he/ she should consult the Chairman of the Company as soon as practicable.

- 4.2 During the term of Appointment, an Independent Director shall not serve as (a) an independent director in more than the prescribed number of listed companies and (b) a committee member of more than the prescribed number of committees (i.e. the Audit Committee and the Stakeholders' Relationship Committee) including chairmanship of such committees.
- 4.3 During the term of appointment, Independent Director shall not indulge in forward dealings in the securities of the Company which is prohibited under the Act. Directors are prohibited from dealing in the Company's securities during the period when the trading window is closed. They should not enter into insider trading and are expected to comply with the Company's code for securities dealing as well as with the concerned provisions of the Insider Trading Laws and Regulations.
- 4.4 During the term of appointment, (a) an Independent Director shall neither enter into any agreement for himself/ herself or on behalf of any other person, with any shareholder or any other third party with regard to compensation or profit sharing in connection with dealings in the shares of the Company; and (b) he/ she will not enter into any such agreement referred to in (a) above without obtaining the prior approval from the Board of Directors as well as public shareholders of the Company by way of an ordinary resolution.

**5. Time Commitment:**

By accepting the Appointment, the Independent Director confirms that he/ she will be able to allocate sufficient time to perform his/ her duties as an Independent Director and attend meetings of the Board or any committee thereof. In addition to such attendances, he/ she will be expected to devote appropriate preparation time ahead of each meeting.

**6. Training and Development:**

- 6.1 The Independent Director will be invited to attend ongoing training and familiarization sessions for Directors.
- 6.2 The Board members are provided with necessary documents / brochures, reports and internal policies to enable them to familiarize with the Company's procedures and practices.
- 6.3 Periodic presentations are made at the Board and Board Committee meetings, on updates of the Company.
- 6.4 Periodic updates on relevant statutory changes and landmark judicial pronouncements encompassing important laws are circulated to Directors.

**7. Evaluation Process:**

The performance of individual Directors shall be evaluated by the entire Board, excluding the Director being evaluated, on an annual basis.

8. **Remuneration:**

In consideration of Independent Directors' services, the Independent Director is entitled for sitting fees for attending each meeting of the Board or any committee thereof or any other meeting of Directors, as may be decided by the Board from time to time.

9. **Expenses:**

In addition to the remuneration stated in the preceding paragraph, the Company will reimburse Independent Director, or bear and pay, all travel, accommodation or other expenses incurred as a result of him/ her carrying out his/ her duties as a Director of the Company. The Independent Director may, at the Company's expense, seek independent legal or other professional advice where necessary to perform his/ her duties and will be entitled to reimbursement of costs incurred in seeking such advice. In these circumstances, he/ she should discuss the issues concerned with the Chairman of the Company in advance.

10. **Confidentiality:**

The Independent Director agrees that both during and after the term of Appointment, he/ she will not use for his/ her own, or for another's benefit, or disclose or permit the disclosure of any confidential information relating to the Company or any group or associate companies of the Company, which he/ she may acquire by virtue of his/ her position as an Independent Director, including without limitation, any information about the deliberations of the Board. The restriction shall cease to apply to any confidential information which may (other than by reason of the director's breach of this term), become available to the public generally.

11. **Insurance:**

The Company has Directors' and Officers' ("D&O") Liability Insurance and it is intended to maintain such cover for the full term of the Appointment. The Independent Director may obtain details of such insurance from the Company Secretary.

12. **Indemnity:**

The Directors are granted an indemnity from the Company in respect of liabilities incurred as a result of their office, to the extent permitted by law.

13: **Publication of Letter:**

In line with the provisions of Schedule IV to the Act, the letter of appointment will be open for inspection by any member and the Company will also post the terms and conditions of the appointment on the Company's website [www.infomediapress.in](http://www.infomediapress.in)

14. **Governing Law:**

The Appointment of Independent Directors of the Company and these terms are governed by the laws of India.

15. **Relationship:**

15.1 The appointment of Independent Directors of the Company constitute neither a contract for services nor a service contract.

15.2 There will be no relationship of employer and employee as a consequence of appointment as an Independent Director of the Company.

16. **Authority:**

The letter of appointment will be issued under the authority of the Board.