

Draft terms and conditions of appointment of Independent Directors of the Company in accordance with the requirements of Schedule IV to the Companies Act, 2013 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015:

1. Term:

The Appointment is for a _____ term of _____ years i.e. from _____ to hold office up to _____ (the "Termination Date"). The Independent Director will cease to hold office as a Director of the Company immediately after the Termination Date.

2. Committees:

2.1 During the Appointment, Independent Director may be required to serve on one or more committees of the Board, such as Audit Committee, Nomination and Remuneration Committee, Corporate Social Responsibility, Stakeholders' Relationship Committee or such other Committees, as the Board may decide.

2.2 Independent Director will be identified as an Independent Non-Executive Director in the Annual Report and other documentation of the Company. If circumstances change, and Independent Director believes that his/her independence could be in doubt, Independent Director should discuss the same with the Chairman of the Board of Directors / Chief Executive Officer/ Company Secretary of the Company as soon as practicable.

3. Duties and Liabilities:

3.1 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 a Non-Executive Director.

3.2 Independent Director shall act in accordance with the Articles of Association of the Company and while discharging his/her duties, comply inter se with the requirements of Section 166 and Schedule IV of the Companies Act, 2013 ("the Act").

3.3 Independent Director will be held liable 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 Independent Director have not acted diligently.

4. Code for Independent Directors:

4.1 The Company has relied on the declaration that Independent Director meet the criteria of independence as provided in Section 149(6) of the Act as also in the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations").

4.2 Independent Director will be required to abide by the guidelines as to professional conduct for independent directors as set out in Section 149(8) read with Schedule IV to the Act.

4.3 Independent Director will be required to comply with applicable provisions of any code of conduct framed by the Board for all Board members and Senior Management of the Company under the Listing Regulations.

5. Restrictions:

- 5.1 During the term of Appointment, Independent Director is 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 Independent Director become aware of any potential conflicts of interest, or in case of doubt, please consult the Chairman of the Board of Directors/ Chief Executive Officer/ Company Secretary of the Company as soon as practicable.
- 5.2 During the term of Appointment, 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 including Chairmanship of such Committees, as permitted.
- 5.3 During the term of Appointment, Independent Director is prohibited from dealing in the Company's securities when the trading window is closed. Independent Director should not enter into insider trading and is expected to comply with Hathway Bhawani Code to regulate, monitor and report trading by directors, promoters, designated persons and specified connected persons of the Company and material subsidiaries of the Company as well as with the provisions of Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015.
- 5.4 During the term of Appointment, Independent Director will not 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 securities of the Company without obtaining the prior approval from the Board of Directors as well as public shareholders of the Company by way of an ordinary resolution.

6. Time Commitment:

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

7. Training and Development:

- 7.1 Independent Director will be invited to attend ongoing training and familiarization sessions for Directors including site visits.
- 7.2 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.
- 7.3 Periodic presentations are made at the Board and Board Committee meetings, on business and performance updates of the Company, global business environment, business strategy and risks involved.
- 7.4 Quarterly updates on relevant statutory changes and landmark judicial pronouncements encompassing important laws are regularly circulated to Directors.

8. Evaluation Process:

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

9. Remuneration:

In consideration of the Independent Directors' services, the Company will pay remuneration by way of (i) sitting fees for attending the meetings of the Board and the Committees as may be decided by the Board from time to time; (ii) Profit related commission, if any as may be recommended by the Board of Directors and duly approved by the Members of the Company subject to maximum limit as prescribed under the Act and Listing Regulations as amended from time to time.

10. 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. 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, Independent Director should discuss the issues concerned with the Chairman of the Board of Directors of the Company in advance.

11. Confidentiality:

Independent Director agrees that both during and after the term of Appointment, Independent Director 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, Subsidiary 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.

12. 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 of the Company.

13. Indemnity:

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

14. Publication of Letter:

In line with the provisions of Schedule IV to the Act and Listing Regulations, the letter of appointment will be open for inspection by any member at the registered office of the Company during normal business hours and the Company will also post the generic copy of this letter on the Company's website: www.hathwaybhawani.com.

15. Governing Law:

The Appointment and the terms hereunder are governed by the Companies Act, 2013 and other laws of India, and subject to jurisdiction of Courts in Mumbai.

16. Relationship:

16.1 This Appointment letter constitutes neither a contract for services nor a service of contract.

16.2 There will be no relationship of employer and employee as a consequence of Appointment as a director of the Company.

17. Authority:

This letter of appointment is issued under the authority of the Board.

18. Counterparts:

This letter of Appointment is issued in two counterparts and Independent Director is requested to sign and return one counterpart in token of his/her acceptance of the terms and conditions contained in this letter of Appointment.

Yours faithfully,

For **Hathway Bhawani Cabletel & Datacom Limited**

Director