VELLORA IMPACT LIMITED

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

Applies to	Vellora Impact Limited
Issuing Authority	Board of Directors of the Company

1. INTRODUCTION

These terms and conditions of appointment of Independent Directors are subject to the applicable provisions of law, including the Companies Act, 2013 ("Act"), the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI LODR Regulations"), to the extent applicable to the Company, and the Articles of Association of Vellora Impact Limited ("Company").

2. APPOINTMENT

The appointment shall be for the period specified in the letter/resolution of appointment ("Term"), subject to the provisions of applicable law and the approval of the shareholders, wherever required. The Company may bring the appointment to an end before completion of the Term, subject to compliance with the applicable provisions of the Act, SEBI LODR Regulations, where applicable, and other applicable law.

An Independent Director shall not be liable to retire by rotation, in accordance with applicable law.

Re-appointment at the end of the Term shall be based on the recommendation of the Nomination and Remuneration Committee, where applicable, and shall be subject to the approval of the Board and shareholders, as required by law. Re-appointment may be considered having regard to the outcome of the performance evaluation and the Director continuing to satisfy the criteria of independence.

The Director may be requested to serve as a member or Chairperson of one or more committees of the Board, as constituted from time to time, subject to applicable law.

3. ROLE, DUTIES AND RESPONSIBILITIES

As a member of the Board, the Independent Director shall act in accordance with the Act, the rules made thereunder, the SEBI LODR Regulations to the extent applicable, the Articles of Association of the Company, and the applicable policies and codes of the Company.

The Independent Director shall perform the duties specified under Section 166 of the Act and adhere to the Code for Independent Directors set out in Schedule IV to the Act, including the principles and guidelines relating to their role, functions and duties.

The Independent Director shall exercise independent judgment, bring objective perspectives to Board deliberations, safeguard the interests of all stakeholders, and provide guidance in areas of their expertise. The Director shall also discharge the responsibilities assigned to them by the Board and any committee on which they serve.

4. TIME COMMITMENT

The Independent Director agrees to devote such time and attention as is reasonably necessary for the proper performance of their role, duties and responsibilities, including preparation for and attendance at Board and committee meetings, general meetings, and other engagements reasonably required by the Company.

5. REMUNERATION AND EXPENSES

The Independent Director may be paid sitting fees for attending meetings of the Board and committees thereof, at such rates as may be determined by the Board from time to time, subject to applicable law.

In addition to sitting fees, commission may be paid if approved/determined in accordance with applicable law and the Company's policies. Any such commission may take into account the performance of the Company and the Director's performance evaluation, as considered appropriate by the Board and the Nomination and Remuneration Committee, where applicable.

The Company may reimburse reasonable expenses incurred by the Independent Director in connection with the performance of their duties, including travel, accommodation and other out-of-pocket expenses for attending meetings, site visits, induction or training programmes, and obtaining independent professional advice where reasonably necessary for the discharge of their duties, subject to the Company's applicable policies and approval procedures.

6. TRAINING AND DEVELOPMENT

The Company may arrange induction, familiarisation and training programmes for Independent Directors to help them understand the Company, its business, operations, risks, governance framework and applicable legal and regulatory requirements. The Company may facilitate continuing updates to the Director's skills and knowledge and arrange training on matters common to the Board.

7. PERFORMANCE APPRAISAL / EVALUATION PROCESS

The performance of the Board, its committees and individual Directors shall be evaluated periodically, including annually where required by applicable law and the Company's policies. The evaluation shall be carried out in the manner prescribed by applicable law, including the applicable provisions of the Act and SEBI LODR Regulations. The criteria for evaluation shall be disclosed as required. The evaluation process and its results shall be handled appropriately and confidentially, subject to applicable disclosure requirements, and shall be used constructively to improve the effectiveness of the Board and its committees.

8. DISCLOSURES, OTHER DIRECTORSHIPS AND BUSINESS INTERESTS

During the Term, the Independent Director shall promptly notify the Company of changes in their directorships, committee memberships, material interests or other information required to be disclosed under applicable law.

The Independent Director shall promptly disclose to the Chairperson of the Board and the Company Secretary any actual, potential or perceived conflict of interest relating to their position or duties, in accordance with applicable law and the Company's policies.

The Independent Director shall provide the declaration of independence under Section 149(7) of the Act at the time and in the manner required by law and shall promptly inform the Company of any change in circumstances that may affect their status or eligibility as an Independent Director.

9. CHANGE OF PERSONAL DETAILS

The Independent Director shall promptly notify the Company Secretary or other designated officer of any change in their address, contact details or other personal particulars provided to the Company, and shall provide any prescribed intimation to the Registrar of Companies or other authorities where required by applicable law.

10. RESIGNATION AND CESSATION

The Independent Director may resign from the directorship by giving written notice to the Company, stating the reasons for resignation, in accordance with Section 168 of the Act and other applicable requirements. The resignation shall take effect in accordance with applicable law.

The directorship may cease, and the appointment may be terminated or not renewed, in accordance with the Act, SEBI LODR Regulations to the extent applicable, the Articles of Association and other applicable law. This includes circumstances in which the Director ceases to satisfy the applicable criteria of independence under Section 149(6) of the Act or otherwise becomes ineligible to continue in office.

11. CONFIRMATION

The Independent Director shall comply with applicable laws, the Company's Articles of Association, and the applicable policies, codes and procedures of the Company, as amended from time to time. In the event of any inconsistency between these terms and applicable law, applicable law shall prevail.