Terms of Appointment of Independent Director

1. Appointment

Your appointment as an Independent Director in A. K. Alternative Asset Managers Private Limited is for a period of ___________ (___) years, for a term up to _______________, unless prematurely concluded by mutual consent, or otherwise as provided hereinafter.

Your appointment is subject to the articles of association, the applicable provisions of law and the terms contained herein.

2. Committee

The Board may, if it deems fit, invite you for being appointed as a member on one or more existing Board Committees or any such Committee that is set up in the future. Your appointment on such Committee(s) will be subject to the applicable provisions of Articles of Association and Law for the time being in force.

3. Confidentiality

You shall keep Company's Confidential Information, in the strictest confidence during the period of your engagement with the Company or anytime thereafter. You will not disclose such information to any person within or outside Company except for the purpose of discharging your duties as a director.

4. Duties as a Director

Pursuant to the provisions of Section 166 of the Companies Act, 2013, you shall inter-alia perform the following duties:

a) Subject to the provisions of this Act, you shall act in accordance with the articles of the Company.

b) You 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 interests of the company, its employees, the shareholders, community and for the protection of environment.

c) You shall exercise due and reasonable care, skill and diligence and shall exercise independent judgment.

d) You shall not involve 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.

e) You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners, or associates.

f) You shall not assign your office and any assignment so made shall be void.

5. Code of Conduct

You shall follow the Code of Conduct and other Policies of the Company as communicated/ made available to you, including amendment of the same from time to time.

a.k. BUILDING BONDS

6. Remuneration

You shall be entitled to sitting fees within the overall limits as provided under the Companies Act, 2013 and rules made thereunder. Payment of the said remuneration shall be subject to applicable tax deduction at source.

In addition to the remuneration described, hereinabove, the Company may for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

7. General

All the terms as mentioned above including your appointment, remuneration, professional conduct, role, functions and duties shall be governed by the Companies Act, 2013 and Rules made thereunder, as amended from time to time.

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