A. K. Capital Finance Limited

Terms and Conditions of appointment of Independent Director

Version 1

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The following are the terms and conditions as per the provisions of Companies Act, 2013 and rules framed thereunder (the "Act") for appointment of the Independent Director:-

1. Appointment

1.1. Your term of appointment as Independent Director on the Board will be for a period of 5 (Five) years.

1.2. The Board may, if it deems fit, will 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. Appointment or any such Committee(s) will be subject to applicable law.

2. Expectations, Roles, Functions and Duties

2.1 An Independent Director is expected to bring objectivity and independence of view to the Board's discussions and to help, provide the Board with effective inputs in relation to the Company's strategy, performance and risk management as well as ensuring high standards of financial probity and corporate governance. An Independent Director is also expected to observe and comply with the applicable laws, the charter documents of the Company and the rules, regulations and policies of the Company, in relation to their directorship and the business of the Company.

2.2 The role, functions and duties will be those normally required of an Independent Director under applicable law, including the Act and in conformity with Section 149(8) read with Schedule IV of the Act, including in relation to attendance of meetings, maintenance of confidentiality, safeguarding the interests of the stakeholders, bringing objective judgment, asking clarifications, etc.

2.3 In addition, the conduct of an Independent Director will be governed by applicable law, including the guidelines for professional conduct set out under the Code of Independent Directors, as provided in Section 149(8) read with Schedule IV of the Act, the duties of directors as set out under Section 166 of the Act. The aforementioned guidelines for professional conduct and duties and responsibilities of directors shall be deemed to be incorporated into this letter of appointment and shall form an integral part of this letter.

3. Remuneration and Reimbursement of Expenses

3.1 Independent Director will be paid such remuneration by way of sitting fees for attending meetings of the Board and its Committees as may be decided by the Board from time to time in compliance with applicable law. The remuneration shall be subject to applicable taxes withheld pursuant to applicable law. Any tax liability arising in respect of payments made pursuant to the remuneration paid shall be borne solely by the Independent Director.

3.2 In addition to the remuneration described above the Company will, for the period of the appointment of Independent Director, reimburse for travel, hotel and other incidental expenses incurred by Independent Director in the performance of their role and duties.

4. Conflict of Interest

4.1 It is accepted and acknowledged that Independent Director may have business interests other than those of the Company. As a condition precedent to commencement of appointment, Independent Director is required to declare to the Company any such directorships, appointments and interests to the Board. Thereafter Independent Director is required to declare to the Company whenever there is any change in the circumstances which may affect status as an Independent Director.

5. Other Terms and Conditions

5.1 Evaluation

The performance will be evaluated as per the requirements of the Act.

5.2 Termination

i. The Independent Director may resign from the position at any time and if wish to do so, is requested to serve a reasonable written notice on the Board stating out the reason for resignation. Further, appointment may be terminated in accordance with applicable law.

ii. Continuation of appointment as an Independent Director is contingent on the willingness to continue as an Independent Director, and getting re-appointed by the shareholders in accordance with applicable law. The Independent Director will not be entitled to compensation in case the shareholders of the Company do not re-appoint the Independent at any time.

5.3 Confidentiality

i. All information in relation to the Company acquired during the appointment and tenure as an Independent Director is confidential and should not be disclosed to third parties unless required by law.

ii. As a director, you are subject to and bound by the prohibition and restrictions against insider trading and disclosure of the unpublished price sensitive information, as prescribed under the Act .

5.4 Liability

Subject to applicable law, for any breach of your duties you will be liable to consequence prescribed under applicable law and in relation to the Company, you would be liable for such acts of omission or commission by the Company which had occurred with your knowledge, attributable through Board processes, with your consent or connivance, or where you have not acted diligently.

6. Miscellaneous

6.1 Independent Director's appointment is also subject to the maximum permissible directorships that one can hold under the applicable law, including as per the provisions of the Act.

6.2 Independent Director will not be an employee of the Company.

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