

## **Terms and Conditions of appointment of Independent Directors**

### **1. Appointment**

Your term of appointment as Non-Executive Independent Director is for a term of five years on the Board of Directors of Axis Pension with effect from <<Date of appointment>>. Your appointment is subject to approval of the Shareholders as per the provisions of the Companies Act, 2013.

As an Independent Director, you will not be liable to retire by rotation.

The term Independent Director should be construed as defined under the Companies Act, 2013.

Your appointment and tenure as Independent Director shall be consistent with the applicable provisions of the Companies Act, 2013.

### **2. Committees**

The Board of Directors (the Board) may, if it deems fit, invite you for being appointed 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 laws and regulations.

By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

### **3. Role and Duties**

As a member of the Board, your role, duties and responsibilities will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013.

- a. undertake the appropriate induction into the Board and regularly update and refresh your skills, knowledge and familiarity with the Company;
- b. keep yourself well informed about the Company and the external environment in which it operates;
- c. strive to attend every meeting of the Board and of the Board committees of which you are a member, and the general meetings of the Company;
- d. actively and constructively participate in the Board committees of the Board in which you may be a member or the Chairperson;
- e. ensure that related party transactions are considered carefully before they are approved and are in the interest of the Company;
- f. ensure that the whistle-blower function of the Company is functioning adequately;
- g. report concerns about unethical behaviour, actual or suspected fraud or violation of the Company's Code of Conduct and Ethics;

- h. act in accordance with the Company's Articles of Association.
- i. 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 interest of the Company, and in the best interests of the Company, its employees, the shareholders, the community and for the protection of environment;
- j. exercise your duties with due and reasonable care, skill and diligence.
- k. enrol yourself into an online data bank and pass an online self-assessment proficiency test conducted by the Indian Institute of Corporate Affairs, if required;
- l. not involve yourself 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.
- m. not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates;
- n. not unfairly obstruct the functioning of an otherwise proper Board or committee;
- o. not assign your office as Director and any assignments so made shall be void.

You shall also abide by the 'Code for Independent Directors' as outlined in Schedule IV to the Companies Act, 2013, and duties of directors as provided in the said Act, as amended from time to time.

#### **4. Remuneration**

##### Fees:

You will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the Board and/or approved by the Shareholders from time to time.

The sitting fees presently paid to the Non-Executive Independent Director is ₹ 1,00,000/- (Rupees One Lakh only) per meeting of the Board or a Committee thereof.

##### Commission:

You may also be paid remuneration by way of commission as approved by the Board and the Shareholders from time to time.

##### Reimbursement of Expenses:

In addition to the remuneration described, hereinabove, the Company will, 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.

#### **5. Code of Conduct & other compliances**

During the appointment, you will comply with any relevant regulations and guidelines as may be issued by the Pension Fund Regulatory and Development Authority, Ministry of

Corporate Affairs, and such other Regulatory authorities, including the Code for Independent Directors, and Insider Trading Code and such other requirements as the Board of Directors may from time to time specify.

You shall also comply with the Code of Conduct prescribed in Schedule VI of the Pension Fund Regulatory and Development Authority (Pension Fund) Regulations, 2015, as applicable to Independent Directors.

You shall also comply with all Policies of the Axis Pension which are presently applicable or may become applicable in future to Independent Directors.

At the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect your status as an independent director, you shall give a declaration to that effect confirming that you meet the criteria of independence as provided in Section 149(6) of the Companies Act, 2013.

You also undertake to inform to the Board of any event as a consequence of which the Company may be adjudged as not being 'Fit and Proper' as per Schedule II of the Pension Fund Regulatory and Development Authority (Pension Fund) Regulations, 2015.

## **6. Conflict of Interest**

It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment commencing, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment.

In the event that your circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgement that you are independent, this should be disclosed to the Company Secretary.

## **7. Confidentiality**

All information acquired during your appointment is confidential to Axis Pension and should not be released, either during your appointment or following cessation (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by the rules of any regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by Axis Pension.

## **8. Evaluation**

The Company shall undertake an evaluation of performance of the Board as a whole, Board Committees and Directors. Your appointment and re-appointment on the Board shall be subject to the outcome of the evaluation process.

## **9. Insurance**

Axis Pension shall obtain Directors' and Officers' liability insurance and it is intended that the Company will assume and maintain such cover for the full term of your appointment.

## **10. Disclosure of Interest**

You shall disclose material interest that in any transaction or arrangement that the Company has entered into. Such interest should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record your interest appropriately and our records are updated.

A general notice disclosing your interest in other entities along with a list of your relatives shall be provided to the Board at its first meeting of every financial year. Any change to such list shall be disclosed at the first meeting of the Board held after such change.

## **11. Cessation**

- a. You may step down from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice on the Board.
- b. Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013 and the Articles of Association of the Company, from time to time in force.
- c. Your appointment may also be terminated in accordance with the provisions of the Companies Act, 2013, and the Articles of Association of the Company. In addition, your directorship may be terminated on grounds of violation of Code of Conduct of the Company or the Code of Conduct prescribed by Pension Fund Regulatory and Development Authority.

## **12. Prohibition on Front Running, Self-Dealing and Insider Trading**

As a Director, you shall not indulge in front running, self-dealing or insider trading in any manner whatsoever, either through your own account or through your family members, relatives or friends.

Further, you shall also abide by the Guidelines issued by the Pension Fund Regulatory and Development Authority on Self-Dealing, Front Running and Insider Trading, and the Policy framed by Axis Pension in this regard, if applicable.

## **13. Governing Law**

This letter of appointment is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of the Indian courts.

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