

# JIO HAPTİK TECHNOLOGİES LIMITED

(Formerly Reliance Jio Digital Services Limited)

CIN: U72900GJ2013PLC107560

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**Terms and conditions of appointment of Independent Directors of the Company in accordance with the requirements of Schedule IV to the Companies Act, 2013:**

**Terms and conditions of appointment of Independent Directors:**

## I. Term:

**Mr. Dhirendra Harilal Shah** has been appointed as an Independent Director of the Company for a second term of 3 (three) consecutive years by the members at their Extra-Ordinary General Meeting held on November 5, 2019. The Appointment is for a term commencing from November 06, 2019 up to November 5, 2022.

**Mr. Shobhan Madhukant Thakore** has been appointed as an Independent Director of the Company for a first term of 3 (three) consecutive years by the members at their Annual General Meeting held on August 27, 2021. The Appointment is for a term commencing from March 12, 2021 up to March 11, 2024.

## II. Other terms and conditions:

### 1. Committees:

- 1.1 During the Appointment, the Independent Directors may be required to serve on one or more committees of the Board, including Audit Committee, Nomination and Remuneration Committee and Corporate Social Responsibility, if any and such other committees as the Board may decide.
- 1.2 The Independent Director is an Independent non-executive Director and will be identified as such in the annual report and other documentation of the Company. If circumstances change, and he believe that his independence could be in doubt, the Independent Director should discuss the same with the Chairman of the Company, if any or the Board of Directors of the Company as soon as practicable.

### 2. Duties and Liabilities:

- 2.1 The Independent Director will perform his fiduciary duties in a responsible manner and his general legal responsibilities to the Company will be at par with a non-executive director.
- 2.2 The Independent Director shall act in accordance with the Articles of Association of the Company and while discharging his duties, comply inter se with the requirements of Section 166 and Schedule IV of the Companies Act, 2013 ("the Act").
- 2.3 The Independent Director will be held liable only in respect of such acts of omission or commission by the Company which have occurred with his knowledge, attributable through Board processes, and with his consent or where the Independent Director have not acted diligently.

### 3. Code for Independent Directors:

- 3.1 The Company has relied on the declaration of the Independent Director that he meets the criteria of independence as provided in Section 149(6) of the Act.
- 3.2 The 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.

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## 4. Restrictions:

During the term of Appointment, the Independent Director are 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 duties with the Company. In the event that the Independent Director becomes aware of any potential conflicts of interest, or in case of doubt, he should consult the Chairman of the Company, if any or the Board of Directors as soon as practicable.

## 5. Time Commitment:

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

## 6. Training and Development:

- 6.1 The Independent Director will be invited to attend ongoing training and familiarization sessions for Directors including site visits.
- 6.2 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.
- 6.3 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.
- 6.4 Quarterly updates on relevant statutory changes and landmark judicial pronouncements encompassing important laws are regularly circulated to Directors.

## 7. Evaluation Process:

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

## 8. Remuneration:

In consideration of the Independent Directors' services, the Independent Director will be entitled to such remuneration as may be decided by the Board of Directors from time to time.

## 9. Expenses:

In addition to the remuneration stated in the preceding paragraph, the Company will reimburse the Independent Director, or bear and pay, all travel, accommodation or other expenses incurred as a result of him carrying out his duties as a director. The Independent Director may, at the Company's expense, seek independent legal or other professional advice where necessary, to perform his duties and will be entitled to reimbursement of costs incurred in seeking such advice. In these circumstances, the Independent Director should discuss the issues concerned with the Chairman of the Company or the Chairman of Nomination and Remuneration Committee in advance.

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## 10. Confidentiality:

The Independent Director agrees that both during and after the term of Appointment, the Independent Director will not use for his 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 may acquire by virtue of his 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.

## 11. 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.

## 12. 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.

## 13. Publication of Letter:

In line with the provisions of Schedule IV to the Act, the letter of appointment will be open for inspection by any member and the Company will also post the terms and conditions of the appointment on the Company's website: [www.haptik.ai](http://www.haptik.ai).

## 14. Governing Law:

The Appointment and the terms hereunder are governed by the laws of India.

## 15. Relationship:

15.1 The Appointment constitutes neither a contract for services nor a service contract.

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

## 16. Authority:

The letter of appointment will be issued under the authority of the Board.

For **Jio Haptik Technologies Limited**

**Director**