



**TERMS AND CONDITIONS OF APPOINTMENT OF
INDEPENDENT DIRECTORS**

KERALA VISION
DIGITAL TV

KERALA COMMUNICATORS CABLE LIMITED

1. Appointment

The term of appointment of an Independent Director of the Company is for a period of 5 consecutive years from the date of his/ her appointment. Independent Directors are not liable to retire by rotation. Independent Directors will be eligible for re-appointment for another term of 5 consecutive years, after the completion of their tenure of first 5 years, subject to the approval of Board of directors and passing of a Special Resolution by Members of the Company.

2. Role and Duties

An Independent Director shall 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. He/she shall:

- a) act in accordance with the Articles of Association of the Company.
- b) 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, the community and for the protection of environment.
- c) exercise his duties with due and reasonable care, skill and diligence.
- d) not involve himself in a situation in which he may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
- e) not achieve or attempt to achieve any undue gain or advantage either to himself or to his relatives, partners or associates.
- f) not assign his office as Director and any assignments so made shall be void.
- g) undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the company.
- h) seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the company
- i) strive to attend all meetings of the Board of Directors and of the Board committees of which he is a member
- j) participate constructively and actively in the committees of the Board in which they are chairpersons or members.
- k) strive to attend the general meetings of the company
- l) where they have concerns about the running of the company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board meeting
- m) keep themselves well informed about the company and the external environment in which it operates
- n) not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board
- o) pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the company.

- p) ascertain and ensure that the company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use
- q) report concerns about unethical behaviour, actual or suspected fraud or violation of the company's code of conduct or ethics policy
- r) act within their authority, assist in protecting the legitimate interests of the company, shareholders and its employees
- s) not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

In addition to their role as Directors, the Board may nominate Independent Director as the Chairman/ Member of other Board Committees, as it may deem fit from time to time. Independent Director shall attend the meetings of the Board and also that of the Committees in which he/she is a member.

3. Remuneration

Independent Director will be paid remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the Board from time to time.

4. Code of Conduct & other compliances

During the appointment, Independent Director shall comply with regulations as contained in Schedule IV under Companies Act, 2013, including the Code of Conduct and other regulations as may be issued by the Government of India and such other authorized bodies as set up by the Government on its behalf, and such other requirements as the Board of Directors may from time to time specify.

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

5. Confidentiality

All information acquired during his/her appointment is confidential to the Company and should not be released, either during his appointment or following termination (by whatever means) to third parties without prior approval from the Managing Director of the company unless required by law or by the rules of any regulatory body. On reasonable request, he/she shall surrender any documents and other materials made available to him by Company.

Consequently he should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior approval from the Managing Director.

6. Disclosure of Interest

The independent director shall disclose his material interest 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 his interest appropriately and his records are updated. A general notice that he is interested in any contracts with a particular person, firm or company is acceptable.

7. Evaluation

The performance evaluation of independent directors shall be done by the entire Board of Directors, excluding the director being evaluated. On the basis of the report of performance evaluation, it shall be determined whether to extend or continue the term of appointment of the independent director.

8. Termination

- a) An Independent Director may resign from his position at any time and he/she shall serve a reasonable written notice on the Board stating the reasons for resignation. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by you in the notice, whichever is later.
- b) Continuation of appointment after the term is contingent on his 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) His/her appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.
- d) If, at any stage during the term, there is a change that may affect the status as an Independent Director as envisaged in Section 149(6) of the Companies Act, 2013, he/she shall promptly submit their resignation to the Company with effect from the date of such change

9. Other Terms

- a. During the term, the Independent Director shall notify the Company upon becoming aware of any potential conflict of interest with his position as Independent Director of the Company,
- b. During the Term, he shall promptly notify the Company of any change in their directorships, Memberships and provide such other disclosures and information as may be required under the applicable laws.

- c. He shall ensure compliance with Act in relation to the number of companies in which he can hold office as a Director.
- d. During the Term, he shall promptly intimate the Managing Director/Company Secretary and the Ministry of Corporate Affairs in the prescribed manner, of any change in address or other contact and personal details provided to the Company.
- e. He shall disclose to the Company his interest and any matters which affect his independence.
- f. During the term, he shall promptly intimate the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the Company.
- g. In the event of any claim or litigation against the Company, based upon any alleged conduct, act or omission on your part during your Term, you agree to render all reasonable assistance and co-operation to the Company and provide such information and documents as are necessary and reasonably requested by the Company or its counsel.
- h. An Independent director will be held liable in respect of such acts of omission/commission by a Company which had occurred with his/her knowledge, attributable through Board processes and with their consent or where he/she did not act diligently with respect to the provisions contained in the Companies Act, 2013 and other applicable laws.

10. Governing Law

The appointment of independent director is governed by and will be interpreted in accordance with Indian law and his engagement shall be subject to the jurisdiction of the Indian courts.

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