

GENERAL TERMS AND CONDITIONS FOR APPOINTMENT OF INDEPENDENT DIRECTORS:

The terms of your appointment as set out in this letter, are subject to the extant provisions of the (i) applicable laws, including Companies Act, 2013 and Regulation 16 & 25 of the Listing Regulations (as amended from time to time) and (ii) Articles of Association of the Company (“AOA”).

1. **Appointment**

In accordance with the provisions of the Companies Act, 2013 and other applicable laws, you will serve as an Independent Director on the Board of the Company for a period of _____ years effective from _____.

You will continue as an independent director for an initial period up to _____ unless terminated earlier, as per the provisions of this letter or applicable laws (hereafter referred to as your “Term”).

As an Independent Director you will not be liable to retire by rotation as per the provisions of Section 149(13) of the Companies Act, 2013.

Re-appointment at the end of the term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the shareholders. Your re-appointment would be considered by the Board based on the outcome of the performance evaluation process and you continuing to meet the independence criteria.

As per the Board’s current assessment, you will be a Member of the following Committees w.e.f. _____:

Particulars	Designation
Audit Committee	Member
Stakeholders Relationship Committee	Member
Nomination & Remuneration Committee	Member

The Board may reconstitute the composition of any/all Committees, from time to time, and any such change shall be promptly communicated to you. In such an event you may also be required to serve on other Committees of the Board.

2. **Roles, duties and responsibilities**

A. As a member of the Board you along with the other Directors will be collectively responsible for meeting the objectives of the Board which include:

- Requirements under the Companies Act, 2013
- “Responsibilities of the Board” as outlined in the Corporate Governance requirements as prescribed by Stock Exchanges under Regulation 4(f) of the Listing Regulations
- Accountability under the Director’s Responsibility Statement
- Overseeing the maintenance of high standards of Puncom values and ethical conduct of business
- Protecting and enhancing the Puncom brand

- B. You shall abide by the 'Code for Independent Directors' as outlined in Schedule IV to Section 149(8) of the 2013 Act, and duties of directors as provided in the 2013 Act (including section 166) and in Regulation 25 of the Listing Regulations.
- C. You will also be responsible for providing guidance in the area of your expertise.

3. **Time Commitment**

Considering the nature of the role of a director, it is difficult for a company to lay down specific parameters on time commitment. You agree to devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities as an Independent Director.

4. **Remuneration**

As an Independent Director you shall be paid sitting fees for attending the meetings of the Board and the Committees of which you are a member.

The sitting fees payable to you would be Rs. 10,000/- for each Board Meeting, Rs. 7500/- for each of Audit committee and Stakeholder's Relationship Committee, wherever you are a member as per clause 1 above. Besides this, you would be given Rs. 5000/- for Nomination and Remuneration Committee and Annual Independent Director Meeting, whenever held. These would be subject to TDS/taxes as applicable from time to time.

5. **Insurance**

As decided by the Board, keeping in view the exposure of the company, the expense involved in taking such insurance, the coverage the insurance companies are providing and the probability of the claims, the same may not be taken and if such incident happens in future, the liability on directors/officers can be reviewed on case to case basis at that time.

6. **Code of Conduct**

As an Independent Director of the Company, you agree to comply with the Puncom's Code of Conduct. For your reference, a copy of the Code of Conduct is available at the company's website www.puncom.com.

Besides that you will ensure the following also:

- Non-Executive Directors of a Company will always act in the interest of the Company and ensure that any other business or personal association which they may have, does not involve any conflict of interest with the operations of the Company and his/her role therein;
- Besides that you will comply with all applicable laws and regulations of all the relevant regulatory and other authorities (including SEBI (Insider Trading) Regulations and Shares Acquisition and Substantial Takeover Code and regulations framed there under, SEBI regulations and notifications, Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and the Puncom Code of Conduct on Prevention of Insider Trading Policy, prohibiting disclosure or use of unpublished price sensitive information and any provision under Companies Act, 1956 and Companies Act, 2013 wherever applicable, Notifications from Ministry of Corporate Affairs (as and when applicable) as may be applicable to such Directors in their individual capacities;
- Non-Executive Directors will safeguard the confidentiality of all information received by them by virtue of their position.

Unless specifically authorized by the Company, you shall not disclose company and business information to public constituencies such as the media, the financial community, employees, shareholders, agents, franchises, dealers, distributors and importers.

Your obligation of confidentiality shall survive termination or cessation of your directorship with the Company.

Additionally, you shall not participate in any business activity which might impede the application of your independent judgment in the best interest of the Company.

All Directors are required to sign a confirmation of acceptance and compliance of the Code of Conduct on annual basis as per the provisions of LODR Regulations.

7. Performance Appraisal/ Evaluation Process

As a member of the Board, your performance as well as the performance of the entire Board and its Committees shall be evaluated annually. Evaluation of each director shall be done by all the other directors. The criteria of evaluation shall be determined by the Nomination and Remuneration Committee and disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board/ Committee.

An indicative list of factors that may be evaluated as part of this exercise is:

- Participation and contribution by a Director,
- Commitment (including guidance provided to senior management outside of Board/ Committee meetings),
- Effective deployment of knowledge and expertise,
- Effective management of relationship with stakeholders,
- Integrity and maintenance of confidentiality
- Independence of behavior and judgment, and
- Impact and influence.

8. Disclosure, other directorships and business interests

During the term, you agree to promptly notify the Company of any change in your directorships, and provide such other disclosures and information as may be required under the applicable laws. You also agree that upon becoming aware of any potential conflict of interest with your position as Independent Director of the Company, you shall promptly disclose the same to the Chairman and the Company Secretary. Please confirm that as on date of this letter, you have no such conflict of interest issues with your existing directorships.

During your term, you agree to promptly provide a declaration under Section 149(7) of the 2013 Act, upon any change in circumstances which may affect your status as an Independent Director.

9. Changes of Personal details

During the term, you 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.

10. Termination

Your directorship on the Board of the Company shall terminate or cease in accordance with law. Apart from the grounds of termination as specified in the 2013 Act, your directorship may be terminated for violation of any provision of the Puncom Code of Conduct as applicable to you as an Independent Director.

You may resign from the directorship of the Company by giving a notice in writing to the Company 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, or as may be taken up in the Board Meeting.

If at any stage during the term, there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the 2013 Act or, if applicable, you fail to meet the criteria for “independence” under the provisions of Regulation 16 of the Listing Regulations, you agree to promptly submit your resignation to the Company with effect from the date of such change.

11. **Cooperation**

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 cooperation to the Company and provide such information and documents as are necessary and reasonably requested by the Company or its counsel.

12. **Miscellaneous**

- This letter represents the entire understanding, and constitutes the whole agreement, in relation to your appointment and supersedes any previous agreement between yourself and the Company with respect thereto and, without prejudice to the generally of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom.
- No waiver or modification of this letter shall be valid unless made in writing and signed by you and the Company.
- As per Regulation 46 of the Listing Regulations, if applicable, the terms and conditions of appointment of Independent Directors shall be disclosed on the website of the Company and the relevant stock exchange.

AGREE AND ACCEPT

I have read and understood the terms of my appointment as an Independent Director of the company and I hereby affirm my acceptance to the same.

Name:

Place:

Date: