

Annexure-1: Terms & Conditions

1. Committees

The Board of Directors ('the Board') may, if it deems fit, invite the Independent Director for being appointed in one or more existing Board Committees or any such Committee that may set up in the future. The Independent Directors' appointment on such Committee(s) will be subject to the applicable regulations.

2. Time Commitment

By accepting this appointment, the Independent Director confirms that he is able to allocate sufficient time to meet the expectations from the Independent Director role to the satisfaction of the Board.

3. Roles and Duties

The Independent Directors roles and duties will be those normally required under Section 149, 166 read with Schedule IV of the Companies Act, 2013 and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

Section 166 of the Companies Act, 2013 is reproduced below:-

(a) Subject to the provisions of this Act, a Director of a company shall act in accordance with the articles of the company.

(b) A Director of a company shall 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) A Director of a company shall exercise her/his duties with due and reasonable care, skill and diligence and shall exercise independent judgment.

(d) A Director of a company shall not involve in a situation in which she/he may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the company.

(e) A Director of a company shall not achieve or attempt to achieve any undue gain or advantage either to herself/himself or to her/his relatives, partners, or associates and if such director is found guilty of making any undue gain, she/he shall be liable to pay an amount equal to that gain to the company.

(f) A Director of a company shall not assign her/his office and any assignment so made shall be void.

(g) If a Director of the company contravenes the provisions of this section such director shall be punishable with fine, which shall not be less than one lakh rupees but which may extend to five lakh rupees.

4. Responsibility

As members of the Board, Independent Directors 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 as outlined in the Corporate Governance requirements, requirements of the Listing Regulations, accountability under the Director's Responsibility Statement.

5. Separate Meeting

The Independent Directors will hold at least one meeting in a year, without the attendance of Non-Independent Directors and members of Management, to discuss the matters as specified in the Schedule IV of the Companies Act, 2013 and Listing Regulations.

6. Familiarization Programme

Being an Independent Director, you shall attend the programs organized by the Company to familiarize them with the Company, their roles, responsibilities, Business Model etc.

7. Confidentiality

All information acquired during the appointment is confidential and should not be released, either during the Independent Director appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman of the Company, unless required by law or by the rules of any Stock Exchange or regulatory body. The Independent Director's attention is also drawn to the requirements under the applicable regulations and the Company's Code of Conduct for Prohibition of insider trading, which concerns the disclosure of price sensitive information and dealing in the securities of the Company. Consequently, the Independent Director should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Board of Directors.

8. Disclosures, other Directorships and Business Interests

It is accepted and acknowledged that you have business interests other than those of the Company and have declared conflicts, if any that are apparent at present. In the event that you become aware of any potential conflict of interest with your position as Director of the Company, you shall promptly disclose the same to the Chairman and the Company Secretary and provide such other disclosures and information as may be required under the applicable laws. By signing this letter, you hereby confirm that as on date of this letter, you have no such conflict of interests with your existing directorships.

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

9. Changes in personal details

During your 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. Disengagement/Termination

10.1 You may resign as an Independent Director of the Company by giving 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, whichever is later.

- 10.2 Continuation of the Independent Director appointment is contingent on the Independent Director getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013, the Articles of Association of the Company and Listing Regulations, from time to time in force.
- 10.3 The Independent Directors appointment may also be terminated in accordance with the provisions of the Companies Act 2013, Listing Regulations or Articles of Association of the Company from time to time in force.

11. Conflict of Interest:

In the event that the 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 judgment that the Independent Director is independent, this should be disclosed to the Chairman.

12. Acceptance of Appointment

Please confirm your acceptance of the above terms by signing and returning the enclosed duplicate copy of this letter.

We look forward to your support and commitment towards the Company.

Yours Sincerely,
For Optiemus Infracom Limited
Vikas Chandra
Company Secretary and Compliance officer

Agree and Accept

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

Date: 01.04.2024
Place: Noida

Independent Director
DIN:

(This is a system generated document, hence not required to be signed)