

To,

Dear Sir,

Sub: Appointment as Independent Director – reg.

We are pleased to inform you that the shareholders of the company, at the Annual General Meeting held on 20.08.2024, have approved your appointment as an Independent Director on the Board of the Company.

This letter sets out the terms of your appointment as an Independent Director. Your relationship with the company will be that of an office holder and not one of contractual nature.

The terms of your appointment, as set out in this letter, are subject to the extant provisions of the Companies Act, 2013 ('the Act') read with applicable rules, Regulation 25 of the SEBI Listing regulations and Articles of Association of the Company.

A. Term of appointment

Your appointment will be for a term of 5 years i.e. from 01.06.2024 to 31.05.2029, as per the provisions of this letter or applicable laws. As an Independent Director you will not be liable to retire by rotation.

B. Functions, duties and responsibilities

- I. Your role as a member of the Board is to exercise your business judgment to act in what you believe to be the best interest of the company and the shareholders.
- II. You will be responsible for providing guidance to the Board in the areas of your expertise.
- III. You shall abide by the 'Code for Independent Directors' as mentioned in Schedule IV to Section 149(8) and duties of directors as provided in Section 166 of the Act and in Regulation 25 of the SEBI Listing regulations.
- IV. You, along with the other Board members shall constructively contribute to the development of the company strategy, to oversee the performance of the management in meeting agreed goals and objectives and monitor the reporting of performance, to evaluate and ensure that financial information is accurate, and that financial controls and systems of risk management are robust and defensible.

C. Remuneration

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

The applicable sitting fees are as follows:

- Board - Rs. 20,000 per meeting

- Audit committee - Rs. 20,000 per meeting

In addition to the sitting fees, you shall be entitled to reimbursement of such fair and reasonable expenses incurred while performing your role as an Independent Director of the company. This includes expenses incurred in connection with attending the Board meetings, committee meetings and general meetings.

D. Committees

During the tenure of office, you may be required to serve on one or more of the committees of the Board. Upon your appointment to any one or more committees, you will be provided with the appropriate committee charter which sets out the functions of that committee.

E. Code of conduct

As an Independent Director of the company, you agree to comply with the company's code of conduct. The code of conduct inter alia, includes the following:

- I. The directors of the 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,
- II. The directors will comply with all applicable laws and regulations of all the relevant regulatory and other authorities as may be applicable to such directors in their individual capacities,
- III. The directors will safeguard the confidentiality of all information received by them by virtue of their position.

In addition to the above, you shall also continue to comply with, Securities and Exchange Board of India (Prohibition of Insider Trading) regulations, 2015 and the company's code of conduct on prevention of insider trading, prohibiting disclosure or use of unpublished price sensitive information.

You shall be required to sign a confirmation of acceptance of the company's code of conduct on annual basis.

F. Directors and Officers Insurance

The D&O Policy has been taken by the company for a sum insured of Rs. 10.00 Crores with effect from 10-Feb-2024 to 9-Feb-2025 from HDFC Ergo.

The D&O Policy provides cover for the personal liability of Directors and Officers arising due to wrongful acts in their managerial capacity. This policy provides protection for claims brought against directors, officers and employees for actual or alleged breach of duty, neglect, misstatements or errors in their managerial capacity.

G. 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. Pursuant to section 178 of the Act, the committee has specified the manner of effective evaluation. As decided by the Nomination and Remuneration Committee, the evaluation will be carried out by the Board. An indicative list of factors that may be evaluated as part of this exercise are

as follows:

- I. Participation and contribution by a director,
- II. Fulfilment of independence criteria
- III. Effective deployment of knowledge and expertise,
- IV. Integrity and maintenance of confidentiality,
- V. Independence of behavior and judgment and
- VI. Impact and influence.

H. Disclosure

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 and regulations. 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 company.

I. Termination

Your directorship on the Board of the company shall terminate or cease in accordance with law. 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, whichever is later.

J. Miscellaneous

- I. This letter constitutes the entire terms and conditions of your appointment and no waiver or modification shall be valid, unless made in writing and signed by you and the company.
- II. Your engagement with the company is governed by and shall be construed in accordance with the Indian laws and your engagement shall be subject to the jurisdiction to the courts of India.
- III. During the tenure of your office, the number of companies in which you hold office as a director or a chairman or committee member shall not exceed the limits stipulated under the Act and the Listing Regulations.

If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter. We thank you for your continued support and commitment to the company.

Yours Sincerely,

For Precot Limited

Ashwin Chandran
Chairman and Managing Director