

## **Terms of Appointment of Independent Director**

### **1. TERM OF OFFICE**

You have been appointed as an Independent member of the Board in vide shareholders' approval dated \_\_\_\_\_ upto \_\_\_\_\_. You shall not be liable to retire by rotation as per the relevant provisions of the Companies Act, 2013 and the SEBI (Listing Obligations and Disclosure Requirements) regulations, 2015.

Your appointment is subject to the provisions of Companies Act, 2013 regarding appointment, fees, expenses, retirement, cessation, disqualification and removal of directors.

### **2. COMMITMENTS**

#### **A) Independent Director**

You will be expected to devote such time as is necessary for the proper performance of your duties and as an independent member of the Board, you will be involved in meetings of the Board and its various Committees from time to time. You would strive to attend all the scheduled Board meetings, General Meetings; meetings of the Board Committee(s) and other meetings or attendance as necessary.

By accepting this appointment, you confirm that you would be able to allocate sufficient time to meet the expectations of your role and do such work as may be required by the Company under the Companies Act, 2013 and the SEBI (Listing Obligations and Disclosure Requirements) regulations, 2015 as may be applicable.

#### **B) The Company**

- The Company shall provide you with adequate notice of the dates of proposed Board meeting, general meetings, and meetings of Board committee(s). As per the provision of the Companies Act, 2013 the company is expected to give you an advance notice of minimum 7 days of every meeting of the Board and its Committee(s). A meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that at least one independent director shall be present at the meeting and in case of absence of independent directors from such a meeting of the Board, decisions taken at such a meeting shall be circulated to all the directors and shall be final only on ratification thereof by at least one independent director. The Company will prefer to send information/ papers through email. The agenda of the Board/ Committee meetings shall be sent by email / hard copy well in time.
- Company shall establish an effective whistle blower mechanism so that the directors can raise their concerns

### **3. CODE OF CONDUCT, FUNCTIONS AND DUTIES**

As a Director of PTC, you will have legal duties and obligations under Companies Act, 2013 and the SEBI (Listing Obligations and Disclosure Requirements) regulations, 2015. You will be expected to perform your duties, whether statutory, fiduciary or common law, faithfully, efficiently and diligently to a standard commensurate with both the functions of your role and your knowledge, skills and experience and it is expected that you will familiarize yourself with the relevant Directors' Duties, roles and responsibilities. You will have all the usual duties of an independent

director under Company law and the SEBI (Listing Obligations and Disclosure Requirements) regulations, 2015, including attendance at board meetings, the annual general meeting, meetings of independent directors, meetings with investors and shareholders and other Board events such as site visits, together with such additional duties as may be agreed with the Board, and which may relate to the business of the Company. You will be required to serve on such committee(s) as the Board may request, including but not limited to Audit, and/or Nomination and Remuneration and/or Stakeholders Relationship and/ or Corporate Social Responsibility Committee/ Group of Directors. In addition, you will be expected to devote appropriate preparation and travel time ahead of each meeting.

#### **4. LIABILITY**

As an independent director you will be liable only in respect of such acts of omission or commission by a company which may have occurred with your knowledge, attributable through Board processes, and with your consent, or where you had not acted diligently.

#### **5. TECHNOLOGY**

Being a Director, you may make use of video, telephone, electronic mail, any other technology which permits each Director to communicate with every other Director, or any combination of these technologies for the purpose of calling and holding Directors' meetings.

You may attend the board or committee meetings through video conferencing or other audio visual means subject to the applicable provisions of the Companies Act, 2013.

#### **6. CONFLICT OF INTEREST**

By accepting this appointment it will be deemed that you have confirmed that any other position you hold including your directorships in other organizations, shall not give rise to any conflicts of interest in relation to your appointment as an Independent Director of the Company. Should you become aware of any conflict or potential conflict during your appointment, you are expected to notify the Company Secretary.

#### **7. DISCLOSURES**

You shall be required to submit certain information in the prescribed forms on a defined periodicity. Company Secretary shall be the coordinating officer for this.

You are required to disclose to the Company your interests and any matters (excluding those matters which may be subject to legal or professional privilege) which affect your independence. During your tenure as an independent director you are required to give a declaration that you meet the criteria of independence every financial year as provided under Section 149 of the Companies Act, 2013.

#### **8. DIRECTORS' FEES**

You shall be paid such sitting fee as may be decided by the Board from time to time for attending the Board as well as the Committee meetings, as per the provision of Section 197 of the Companies Act, 2013 and as mandated by the Articles of Association of the Company. Local conveyance expenses per day are also payable as may be decided by the Board from time to time. The Company shall reimburse you all traveling, hotel, and other incidental expenses reasonably incurred by you in the performance of duties as per provisions of the Companies Act, 2013 and the SBEI (Listing Obligations and Disclosure Requirements) regulations, 2015 in conjunction with the Company's rules and policies.

As an independent director you shall not be entitled to any stock option and shall not be covered by any pension scheme of the Company.

## **9. REVIEW**

The performance of individual directors, the whole Board and its committees is evaluated annually. If, in the interim, there are any matters which cause you concern about your role you should discuss them with the Chief executive officer or other senior independent director(s) as soon as you can.

## **10. CODE FOR INDEPENDENT DIRECTORS, CODE OF ETHICS AND CODE OF CONDUCT FOR PREVENTION OF INSIDER TRADING FOR EMPLOYEES, INCLUDING DIRECTORS**

You are required to abide by the Code for Independent Directors, Code of Ethics and Code of Conduct for Prevention of Insider Trading for Employees, including Directors, as issued by the Company.

## **11. FAMILIARIZATION PROGRAMME FOR INDEPENDENT DIRECTORS**

The Company shall conduct suitable program(s) for familiarizing you with the Company; the nature of its industry, and business model of the company and also your roles, rights, and responsibilities vis-à-vis the Company.

## **12. CONFIDENTIALITY AND ACCESS TO COMPANY RECORDS**

Under Company law, Directors have a right of access to a company's documents and records, including financial records.

Any confidential information which may come to your knowledge in the performance of your duties as a director of the Company must not be divulged.

## **13. APPLICABLE LAW**

This letter of appointment shall be governed by the laws of India.