

MSP STEEL & POWER LIMITED

Terms and Conditions of Appointment of
Independent Directors

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[Pursuant to the provisions of Schedule IV to the Companies Act, 2013 (“the Act”) and Regulation 46(2)(b) of Securities and Exchange Board of India (Listing Obligations and Disclosures Requirements) Regulations, 2015]

The broad terms and conditions of appointment of Independent Directors are reproduced hereunder:

TERMS OF APPOINTMENT

The appointment as an Independent Director on the board will be effective from date of appointment to for a period of <terms of appointment>.

Further the tenure is subject to their meeting the criteria for being an Independent Director and not being disqualified to be a Director under the Companies Act, 2013 and Listing Agreement. In compliance with provisions of section 149(3) of the companies Act, 2013, Independent Directors are not liable to retire by rotation.

ROLE ON THE BOARD

As an Independent Director, they are expected to provide expertise in Corporate Governance and social contribution of business and contribute using long experience in the functioning of the Board and the Committees of the Board nominated for. In addition to routine Board Meeting, they should allow time for Committee Meetings, preparatory work and travel, and ensure that they are in a position to attend. ID may be nominated on one or more Committees of the Board and in such event you will be provided with the relevant Committee’s terms of Reference and any specific responsibilities.

DUTIES AND RESPONSIBILITIES

The duties, responsibilities and liabilities that are attached to ID appointment would be as per the applicable laws, Company Policies and the Articles of Association of the Company. The laws that currently govern the duties, responsibilities and liabilities of an Independent Director are the Companies Act, 2013, and the Listing Agreement with the Stock Exchanges. ID will follow “the Code for Independent Director” as per Schedule IV to the Companies Act, 2013, and “Code of Conduct for Directors” as framed by the Board of Directors of the Company. They are required to make disclosure of interest as per the requirements of Section 184 of the Act.

An Independent Director may be held liable only in respect of such acts of omission or commission by the Company which had occurred with their knowledge attributable through Board process and with consent or connivance or where they had not acted diligently.

EVALUATION PROCESSES

Performance Evaluation shall be done by the Board of Directors annually, without their participation. ID will participate in reviewing the performance of Non-Independent Directors and the Board as a whole and other Independent Directors.

CODE OF BUSINESS CONDUCT

ID will follow the 'Code of Conduct' adopted for the Directors of the Company and furnish an annual affirmation of the same.

They have to apply the highest standards of confidentiality, and not disclose to any person or Company (whether during the course of the tenure as Independent Director or at any time after its cessation), any confidential information concerning the Company and any Group Companies with which if come into contact by virtue of position as a Director, except for the compliance with any law or Court Order or with prior clearance from the Chairman of the Company.

PROHIBITION ON INSIDER TRADING

ID will follow the provisions of the Code of Conduct for Prevention of Insider Trading and the requirements under the Act, and SEBI regulations, which inter alia requires that price-sensitive information is not used or transmitted and maintained securely. They should not make any statements that might risk a breach of these requirements without prior clearance from the Chairman or Compliance Officer.

PROVISION FOR DIRECTORS AND OFFICERS LIABILITY INSURANCE, IF ANY

Nil

REMUNERATION

ID will be entitled to fee for attending Meetings of the Board or Committee thereof either personally or through video conference. The remuneration and fee as recommended by the Nomination & Remuneration Committee of the Board payable shall be subject to Nomination & Remuneration Policy of the Company and applicable tax deduction at source.

In addition to the above, they will be entitled to reimbursement of the expenses for participation in the Board and other Meetings, if any.

TERMINATION

They 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.