

Terms and Conditions of Appointment of Independent Directors

Date: _____

Shri _____

Dear Sir/ Madam,

Sub: Letter of Appointment

It is a matter of great pleasure and honour to inform you that based on your consent the Board of Directors of Vimta Labs Limited, in their meeting held on even date, have appointed you as an Independent Director on the Board of Vimta Labs Limited (hereinafter referred to as Vimta or the Company) to hold office with effect from _____ which will be regularized at the ensuing annual general meeting. This letter of appointment sets out the terms and conditions covering your appointment which are as follows:

1. Appointment

- 1.1 Your appointment is subject to the provisions of sections 149, 150 and 152 of the Companies Act, 2013 and applicable provisions, if any of the Act and Rules made there under and subject to approval of the members of the Company. Further your appointment also subject to the maximum permissible Directorships one can hold as per the provisions of the Companies Act, 2013 and the listing agreement.
- 1.2 The term Independent Director should be construed as defined under the Companies Act, 2013 and the listing agreement.
- 1.3 The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the Listing Agreement. Accordingly, the Independent Directors will serve for not more than two terms of five years each on the Board of the Company.

2. Committees

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

Time Commitment

- 2.1 As a Non-Executive Director you are expected to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management as well as ensuring high standards of financial probity and corporate governance. The Board meets at least four times in a year. The Audit Committee and Stakeholders' Relationship Committee also meets at least four times in a year. Besides, there are other Committee meetings like Nomination and Remuneration Committee and Corporate Social Responsibility Committee meetings which are ordinarily convened as and when required. You will be expected to attend Board, Board Committees to which you may be appointed and Shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively. Ordinarily, all meetings are held in Hyderabad.
- 2.2 By accepting this appointment, you confirm that you are able to allocate reasonable time to meet the expectations from your role to the satisfaction of the Board.

3. Role and Duties

Your role and duties will be those normally required of an Independent Director under the Companies Act, 2013 and the listing agreement. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

- I. You shall act in accordance with the Company's Articles of Association.
- II. You 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 interest of the Company.

- III. You shall discharge your duties with due and reasonable care, skill and diligence.
- IV. You shall not involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company. Please refer to clause 7 for full explanation on conflict of interest.
- V. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- VI. You shall not assign your office as Director and any assignments so made shall be void.

In addition to the above requirements applicable to all Directors, the role of the Independent Director has the following key elements:

Strategy: Independent Directors are expected to constructively challenge and help develop proposals on strategy;

Performance: Independent Directors are expected to scrutinize the performance of the management in meeting agreed goals and objectives;

Risk: Independent Directors are expected to satisfy themselves on the integrity of financial information and that financial controls and systems of risk management are robust and defensible;

People: Independent Directors are responsible for determining appropriate levels of remuneration of Executive Directors and have a prime role in appointing, and where necessary, removing Executive Directors and in succession planning;

Reporting: Independent Directors take responsibility for the processes for accurately reporting on performance and the financial position of Vimta; and

Compliance: Independent Directors should keep governance and compliance with the applicable legislation and regulations. Further you should also to comply with the Code for Independent Directors as laid down under Schedule-IV of Companies Act, 2013 (copy enclosed).

4. Status of Appointment

- 4.1 You will not be an employee of the Company and this letter shall not constitute a contract of employment.
- 4.2 You will be paid such remuneration as may be decided by the Board, by way of sitting fees for meetings of the Board and its Committees.

5. Reimbursement of Expenses

In addition to the remuneration described in paragraph 4 the Company will, for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

6. Conflict of Interest

- 6.1 It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment commencing, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment and on yearly basis.
- 6.2 In the event that your 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 you are independent, this should be disclosed to both the Chairman and the Secretary.

7. Confidentiality

All information acquired during your appointment is confidential to Vimta and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by the rules of any stock exchange or regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by the Company.

Your kind attention is also drawn to the requirements under the applicable regulations and the Vimta's Code of Conduct (copy enclosed) which concern the disclosure of price sensitive information and dealing in the securities of Vimta. Consequently, you should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Chairman or the Secretary.

8. Evaluation

The Company has adopted a policy on Board Evaluation. The policy provides for evaluation of the Board, the Committees of the Board and individual Directors, including the Chairman of the Board. As per the Policy, the Independent Directors will carry out an evaluation of the performance of the whole-time-directors. The Board will carry out an evaluation of the performance of the Board as a whole, Independent Directors and Committees of Directors on an annual basis.

9. Insurance

Vimta has Directors' and Officers' liability insurance and it is intended that Vimta will assume and maintain such cover for the full term of your appointment.

10. Disclosure of Interest

The Company must include in its Annual Accounts a note of any material interest that a Director may have in any transaction or arrangement that the Company has entered into. Such interest should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record your interest appropriately and our records are updated. A general notice to the Chairman / Secretary that you are interested in any contracts with a particular person, firm or company is acceptable.

11. Termination

- I. The Company is at liberty to disengage Non Executive Independent Director earlier subject to compliance of relevant provisions of Companies Act, 2013 and Articles of Association of the Company.
- II. You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice to the Board.
- III. Continuation of your appointment after the present term of five years is contingent on your getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013 and the Articles of Association of the Company, as amended from time to time in force.

If you are willing to accept these terms of appointment relating to your appointment as a Non executive Independent Director of Vimta, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Yours sincerely,
For and on behalf of Vimta Labs Limited

CHAIRMAN

I hereby acknowledge the receipt and accept the terms set out in this letter of appointment.

Date:

Signature