



Famy Care Ltd.

CIN : U24236MH1987PLC044813

BRADY HOUSE, 3RD FLOOR,
12 / 14, VEER NARIMAN ROAD, FORT,
MUMBAI - 400 001. INDIA.

TEL.OFF : +91-22-3028 9655

FAX : +91-22-3028 9656 • GRAM : +FAMYCARE

E-MAIL : ho@famycare.com

VISIT US : www.famycare.com

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

(Pursuant to the provisions of Schedule IV to the Companies Act, 2013)

The terms of appointment, as set hereunder, are subject to the extant provisions of the

- i. applicable laws, including Companies Act, 2013 ("the Act") (as amended from time to time); and
- ii. Articles of Association of the Company ("AOA").

1. Appointment

The appointment will be for a term up to 1 year and shall take effect from April 1, 2015 unless terminated earlier by the board of directors or extended, as per the provisions of this letter or applicable laws ("Term").

As an Independent Director they will not be liable to retire by rotation.

Reappointment at the end of the Term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the shareholders. Reappointment would be considered by the Board based on the outcome of the performance evaluation process and continuing to meet the independence criteria.

The Directors may be requested to be a member / Chairman of any one or more Committees of the Board which may be constituted/re-constituted from time to time.

2. Role, duties and responsibilities

- A. As member of the Board they along with the other Directors will be collectively responsible for meeting the objectives of the Board which include:
 - Requirements under the Act,
 - Accountability under the Director's Responsibility Statement,
 - Overseeing the maintenance of high standards of ethical conduct of business,
 - Overseeing the Company's contribution to enhancing the quality of life of communities,



B. They shall abide by the 'Code For Independent Directors' as outlined in Schedule IV under section 149(8) of the Act and duties of directors as provided in the Act(including Section 166).

C. They will also be responsible for providing guidance on the areas of your expertise.

3. Time Commitment

They agree to devote such time as is prudent and necessary for the proper performance of their role, duties and responsibilities as an Independent Director.

4. Remuneration

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

They shall also be entitled to profit based commission as may be decided by the Board from time to time, subject to the approval of the shareholders of the Company.

5. Insurance

The Company will take an appropriate Directors' and Officers' Liability Insurance policy and pay the premiums for the same. It is intended to maintain such insurance cover for the Term of their appointment, subject to the terms of such policy in force from time to time.

6. Performance Appraisal / Evaluation Process

As a member of the Board, their 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. The criteria for evaluation shall be determined by the Nomination and Remuneration Committee. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board / Committee.



7. Disclosures, other directorships and business interests

During the Term, they agree to promptly notify the Company of any change in their Directorships and provide such other disclosures and information as may be required under the applicable laws.

They also agree that upon becoming aware of any potential conflict of interest with their position as Independent Director of the Company, they shall promptly disclose the same to the Chairman.

During their Term, they agree to promptly provide a declaration under Section 149(7) of the Act, upon any change in circumstances which may affect their status as an Independent Director.

8. Termination

The directorship on the Board of the Company shall terminate or cease in accordance with law. The directorship may be terminated at any time as may be decided by the board of directors.

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.

If at any stage during the Term, there is a change that may affect their status as an Independent Director as envisaged in Section 149(6) of the Act they agree to promptly submit their resignation to the Company with effect from the date of such change.

9. Co-operation

In the event of any claim or litigation against the Company, based upon any alleged conduct, act or omission on their part during the Term, they agree to render all reasonable assistance and co-operation to the Company and provide such information and documents as are necessary and reasonably requested by the Company or its counsel.

10. Miscellaneous

No waiver or modification of this letter shall be valid unless made in writing and signed by you and the Company. As per the Act, this shall be disclosed on the website of the Company.