

## PC JEWELLER LIMITED

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### TERMS AND CONDITIONS OF APPOINTMENT AS AN INDEPENDENT DIRECTOR

#### 1. APPOINTMENT

The term Independent Director should be construed as defined under the Companies Act, 2013 (the “Act”) and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”). Your appointment as an Independent Director of the Company is subject to the provisions of Articles of Association of PC Jeweller Limited (the “Company”), the Act, Listing Regulations and other applicable laws. Your appointment will be for ..... years with effect from ..... to ....., (“Term”) unless terminated earlier or extended, as per the provisions of applicable laws.

As an Independent Director you will not be liable to retire by rotation. Your appointment will be subject to the maximum permissible directorships that one can hold as per the provisions of the Act and Listing Regulations.

#### 2. COMMITTEES

The Board constitutes Committees of the Directors from time to time and delegates requisite powers to them. The Board may, if deems fit, requires you to serve on one or more existing Committees of the Board or any such Committee that may be set up in future.

#### 3. TIME COMMITMENT

Considering the nature of the role of a Director, it is difficult for a company to lay down specific parameters on time commitment. However, you will be expected to attend all meetings of the Board, its Committees of which you may be member and of the Members / Shareholders and to devote such time, as is prudent and necessary for the proper performance of your role, duties and responsibilities as an Independent Director.

#### 4. ROLE, RESPONSIBILITIES & DUTIES

Your role, responsibilities and duties will be those normally required of an Independent Director under the Act and Listing Regulations.

#### 5. LIABILITY

As an Independent Director you shall be liable only in respect of such acts of omission or commission by the Company, which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

#### 6. CODES OF CONDUCT

You are required to abide by the following Codes of Conduct:

- ‘Code for Independent Directors’ as outlined in Schedule IV of the Act;

- Code of Conduct for Directors & Senior Management;
- Code of Conduct to Regulate, Monitor and Report Trading by Insiders.

## **7. CONFIDENTIALITY**

Unless specifically authorised by the Chairman / Managing Director of the Company or required by any applicable law, you shall not disclose confidential informations, including Unpublished Price Sensitive Information etc. to third parties, either during your appointment or thereafter.

## **8. DISCLOSURES**

You are required to disclose to the Company your interest and any matters which affect your independence. You shall make necessary statutory disclosures / confirmations as required under the applicable laws.

## **9. CONFLICT OF INTEREST**

By accepting this appointment you will be deemed to have confirmed that any other position you hold including your directorships in other companies, shall not give rise to any conflict of interest in relation to your appointment as an Independent Director.

You also agree that upon becoming aware of any potential conflict of interest with your position as an Independent Director of the Company, you shall promptly disclose the same to the Chairman / Managing Director.

## **10. INDUCTION**

The Company shall, if required, conduct formal induction programs to familiarise its Independent Directors with the Company, their roles & responsibilities in the Company, nature of the industry in which the Company operates, business model of the Company, etc.

## **11. REMUNERATION**

As an Independent Director you shall be paid sitting fees for attending meetings of the Board and Committees of the Board of which you are / will be a member, as may be fixed by the Board from time to time.

Further, the Company may pay or reimburse you on actual basis, such fair and reasonable expenditure, as may have been incurred by you while performing your role, duties and functions as an Independent Director of the Company.

## **12. PERFORMANCE EVALUATION**

Your performance shall be evaluated annually by the entire Board, excluding you, in terms of the Company's "Policy for Evaluation of Board, its Committees and Individual Directors".

## **13. INSURANCE**

The Company has taken a Directors' and Officers' Liability Insurance Policy and it is intended to maintain such insurance cover for the Term of your appointment, subject to the terms of such policy in force from time to time.

**14. TERMINATION**

Your directorship on the Board of the Company shall cease or terminate in accordance with the Act or other applicable laws. You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation. However, it is desirable that you give the Chairman / Managing Director notice of your intention to resign or not to seek re-appointment well in advance, so that the Company can plan for succession on the Board.

If at any stage during the Term, there is a change that may affect your status as an Independent Director as envisaged in the Act or you fail to meet the criteria for Independence provided under Listing Regulations, you agree to promptly submit your resignation to the Company with effect from the date of such change.

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