

INDEPENDENT DIRECTOR AGREEMENT

This INDEPENDENT DIRECTOR AGREEMENT (this “Agreement”) is made and entered into as of June 25, 2024 by and between Sagility India Limited (the “Company”) and Anil Chanana (the “Director”), and is effective as of June 24, 2024 (the “Effective Date”).

WHEREAS, the Director possesses certain experience and expertise that qualify him to serve as an independent Non-Executive Director of the Board of Directors of the Company (the “Board”);

WHEREAS, the Company, on the recommendation of the Board, desires to engage the Director in this position on the Board, and the Director wishes to accept such engagement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Company and the Director agree as follows:

1. **Services; Term.**

(a) As of the Effective Date, in accordance with the provisions of the Companies Act, 2013, Securities Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”) and other applicable laws (hereinafter referred to as “Applicable Laws”), the Director will be appointed to the Board and will serve as an independent (non-employee) director of the Board. In addition, the Director may be asked from time to time to serve (i) as a member/chair of certain committees of the Board, without further compensation other than the sitting fees as set out under Section 2(a), or (ii) as a director or non-executive advisor of one or more of the Company’s Affiliates, which the Director will consider in good faith. The Director’s appointment is subject to the Company’s articles of association, as amended from time to time and the receipt of any required approvals from the Company’s shareholders.

(b) Considering the nature of the role of an independent director, it is difficult for a company to lay down specific parameters for time commitment. The Director agrees to devote such time as is prudent and necessary for the proper performance of their roles, duties and responsibilities as an independent director. The Director also agrees that, while engaged by the Company, he will devote his best efforts, business judgment, skill and knowledge as is necessary to properly provide services hereunder. This will include attendance at regular and emergency Board meetings. You may also be required to attend regular meetings of any Board committee of which you are a member.

(c) The Director and the Company expressly agree that, in providing services to the Company under this Agreement, the Director will be an independent contractor and will not be an employee or agent of the Company or any of its Affiliates. The Director agrees that he will have no right to make any commitments on behalf of the Company or any of its Affiliates without the express written consent of an authorized officer of the Company. The Director is free to accept engagements from others during the term of this Agreement, as long as those engagements do not

interfere with the Director providing services under this Agreement or otherwise violate any of the Restrictive Covenants and Applicable Laws.

(d) The Director agrees that, during the Director's engagement hereunder, the Director will comply with all the Company's policies, practices and procedures and all codes of ethics or business conduct applicable to the Director's position, as in effect from time to time.

(e) Subject to earlier termination in accordance with Section 4 of this Agreement, the initial term of the Director's engagement hereunder will run for a period of three (3) years following the Effective Date, with the option for the parties to mutually agree in writing to extensions of successive terms thereafter (the "Term"). This Agreement and the Director's engagement hereunder will automatically terminate at the conclusion of the then-current term to the extent not extended in accordance with this Section 1(e).

(f) The Director will be considered to be an independent non-executive director and will be identified as such in the annual report and other documentation. If circumstances change, and the Director believes that his independence may be in doubt, the Director should discuss this with the Board as soon as practicable.

(g) The roles and responsibilities of the Director are set out in Schedule 1.

(h) The Company shall from time to time provide the Director with suitable training sessions to familiarize with the Company, including briefing from the management, nature of the industry in which the Company operates, business model of the Company, etc.

(i) As a non-executive independent director, the Director should strive to hold and attend one meeting of the independent directors in a year, without the presence of non-independent directors and member of the management team with the sole objective of: (i) review the performance of non-independent directors and the Board as a whole; (ii) review the performance of the Chairperson of the Company, taking into account the views of executive directors and non-executive directors; (iii) assess the quality, quantity and timeliness of flow of information between the Company management and the Board that is necessary for the Board to effectively and reasonably perform their duties. Further each non-executive independent director's appointment or re-appointment is subject to the yearly evaluation process adopted by the Board.

2. **Compensation.** During the Director's engagement hereunder, as compensation for all services performed by the Director for the Company and its Affiliates, the Company will provide the Director the following compensation and benefits:

(a) Sitting Fees. The Director will be paid a sitting fee of INR 100,000 for attending each meeting of the Board of Directors and its Committees thereof.

(b) In addition to the sitting fees, the Director will be entitled to an overall yearly commission based on the annual profit after Tax of the Company, as may be determined by the Board in accordance with the relevant provisions of Applicable Law. Notwithstanding the foregoing, if in any financial year, the Company has no profits or its profits are inadequate, the

Director will be entitled to a compensation (if any) in accordance with the provisions of the Companies Act, 2013 and other Applicable Laws. In determining the amount of this commission, the Board, supported by the Nomination and Remuneration Committee, may consider the performance of the Company and their performance as evaluated by the Board ("Compensation").

(c) The compensation is the gross amount payable per annum, which is subject to deductions of tax and any other deductions required by any Applicable Law. The Director shall be responsible for his personal taxation. If the Term comes to an end, the Director resigns or is terminated; the Director shall be paid any amounts due to him on a pro rata basis through the date of resignation or termination and will be reimbursed for any expenses incurred through the date of expiration, resignation or termination in accordance with Section 2(d) below.

(d) Business Expenses. Subject to compliance with Applicable Law, the Company will pay or reimburse the Director for all reasonable travel and other business expenses incurred or paid by the Director in the provision of services hereunder, subject to any maximum annual limit and other restrictions on such expenses set by the Company and to such reasonable substantiation and documentation as may be specified by the Company from time to time. The Director's right to payment or reimbursement hereunder shall be subject to the following additional rules: (i) the amount of expenses eligible for payment or reimbursement during any calendar year shall not affect the expenses eligible for payment or reimbursement in any other calendar year, (ii) payment or reimbursement shall be made reasonably promptly and in any event not later than the earlier of thirty (30) days following submission of appropriate documentation and December 31 of the calendar year following the calendar year in which the expense or payment was incurred and (iii) the right to payment or reimbursement shall not be subject to liquidation or exchange for any other benefit.

(e) No Eligibility For Benefits. The Director acknowledges and agrees that neither he nor any individual claiming through his will be eligible to participate in or receive benefits under any employee benefit plan, program or arrangement maintained by the Company (all of the foregoing employee benefit plans, programs and arrangements, other than equity plans, hereinafter, the "Plans"). The Director hereby waives any and all rights to participate in, or receive benefits under, any of the Plans, and agrees not to make any claim under any of the Plans. The Director further agrees to indemnify and hold harmless the Company, its Affiliates, the Plans, and all those connected with them from any and all liabilities arising out of any claims under any of the Plans by the Director or by anyone claiming through him. The Director will not be entitled to any stock options neither can the Director participate in any stock option schemes of the Company unless permitted under Applicable Law.

3. Confidential Information and Restricted Activities.

(a) Confidential Information. During the course of the Director's engagement hereunder, the Director will learn of Confidential Information, and will develop Confidential Information on behalf of the Company and its Affiliates. The Director agrees that he will not use or disclose to any Person (except as required by Applicable Law or legal process or for the proper provision of services hereunder) any Confidential Information obtained by the Director incident to his engagement hereunder or any other association with the Company or any of its Affiliates.

In the event that the Director is required to disclose any Confidential Information pursuant to legal process, the Director will promptly notify the Company of such requirement in order to afford the Company a reasonable opportunity to seek a protective order or other legal remedy. The Director agrees that this restriction will continue to apply after his engagement hereunder terminates, regardless of the reason for such termination. For the avoidance of doubt, (i) nothing contained in this Agreement limits, restricts or in any other way affects the Director's communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning matters relevant to such governmental agency or entity (or requires the Director to furnish notice to the Company of the same) and (ii) the Director will not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret (y) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or (z) in a complaint or other document filed under seal in a lawsuit or other proceeding; provided, however, that notwithstanding this immunity from liability, the Director may be held liable if he unlawfully accesses trade secrets by unauthorized means.

(b) Protection of Documents. All documents, records and files, in any media of whatever kind and description, relating to the business, present or otherwise, of the Company or any of its Affiliates, and any copies, in whole or in part, thereof (the "Documents"), whether or not prepared by the Director, shall be the sole and exclusive property of the Company. The Director agrees to use commercially reasonable efforts to safeguard all Documents and shall surrender to the Company, at the time his engagement terminates or at such earlier time or times as the Board or its designee may specify, all Documents then in his possession or control. The Director also agrees to disclose to the Company, at the time his engagement terminates or at such earlier time or times as the Board or its designee may specify, all passwords necessary or desirable to obtain access to, or that would assist in obtaining access to, any information which the Director has password-protected on any computer equipment, network or system of the Company or any of its Affiliates.

(c) Assignment of Rights to Intellectual Property. The Director shall promptly and fully disclose all Intellectual Property to the Company. The Director hereby assigns and agrees to assign to the Company (or to an Affiliate designated by the Company) his full right, title and interest in and to all Intellectual Property. The Director agrees to execute any and all applications for domestic and foreign patents, copyrights or other proprietary rights and to do such other acts (including without limitation the execution and delivery of instruments of further assurance or confirmation) requested by the Company to assign the Intellectual Property to the Company (or to an Affiliate designated by the Company) and to permit the Company to enforce any patents, copyrights or other proprietary rights to the Intellectual Property. The Director will not charge the Company or any of its Affiliates for time spent in complying with these obligations.

(d) Restricted Activities. The Director agrees that the following restrictions on his activities during and after his engagement hereunder are necessary to protect the goodwill, Confidential Information (including trade secrets) and other legitimate interests of the Company and its Affiliates:

(i) While the Director is engaged by the Company, the Director will not, directly or indirectly, (a) solicit or encourage any customer, vendor, supplier or other business partner of the Company or any of its Affiliates to terminate or diminish his, her or its relationship with any of them or (b) seek to persuade any such customer, vendor, supplier or other business partner, or any prospective customer, vendor, supplier, or other business partner of the Company or any of its Affiliates, to conduct with anyone else any business or activity which such business partner or prospective business partner conducts or would reasonably be expected to conduct with the Company or any of its Affiliates; provided, however, that these restrictions shall apply (y) only with respect to those Persons who are or have been a business partner of the Company or any of its Affiliates at any time within the twenty-four (24)-month period immediately preceding the activity restricted by this Section 3(d)(i) or whose business has been solicited on behalf of the Company or any of its Affiliates by any of their officers, employees, or agents within such twenty-four (24)-month period, other than by form letter, blanket mailing or published advertisement (provided that the Director was aware or reasonably would be expected to be aware of such solicitation), and (z) only if the Director has performed work for such Person during his engagement with the Company or any of its Affiliates or been first introduced to, or otherwise had material contact with, such Person as a result of his engagement hereunder or other associations with the Company or one of its Affiliates or has had access to Confidential Information which would materially assist in his solicitation of such Person.

(ii) While the Director is engaged by the Company, the Director will not, directly or indirectly, hire or engage any employee or independent contractor of the Company. While the Director is engaged by the Company and for a period of twelve (12) months following termination of the Director's engagement (by resignation or otherwise), regardless of the reason therefor (in the aggregate, the "Restricted Period"), the Director will not, directly or indirectly, solicit for hiring or engagement by any Person other than the Company and its Affiliates, any employee or independent contractor of the Company or any of its Affiliates or seek to persuade any such employee or independent contractor to discontinue employment or engagement with the Company or any of its Affiliates. For purposes of this Section 3(d)(ii), an "employee" or an "independent contractor" of the Company or any of its Affiliates is any Person who was such at any time during the twenty-four (24)-month period immediately preceding the termination of the Director's engagement hereunder.

(iii) During the Director's engagement with the Company and at all times thereafter, the Director will not disparage the Company, any of its Affiliates (including, for the avoidance of doubt, EQT and its directors, managers and other representatives) or any of their respective management, businesses, products or services.

(iv) During the Director's engagement with the Company, the Director agrees to immediately disclose to the Board any conflict of interest that arises in relation to his engagement hereunder as a result of any present or future appointment, employment or other engagement consistent with his fiduciary responsibilities as a member of the Board.

(e) In signing this Agreement, the Director gives the Company assurance that the Director has carefully read and considered all the terms and conditions of this Agreement, including the restraints imposed on the Director under this Section 3. The Director agrees without

reservation that these restraints are necessary for the reasonable and proper protection of the Company and its Affiliates, and that each and every one of the restraints is reasonable in respect to subject matter and length of time. The Director further agrees that, were the Director to breach any of the covenants contained in this Section 3, the damage to the Company and its Affiliates would be irreparable. The Director therefore agrees that the Company, in addition and not in the alternative to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief against any breach or threatened breach by the Director of any such covenants, without having to post bond. The Director further agrees that the Restricted Period shall be automatically extended by one day for each day that the Director is determined by a court of competent jurisdiction to be in violation of any of the covenants contained in the second sentence of Section 3(d)(ii). The Director and the Company further agree that, in the event that any provision of this Section 3 is determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, that provision shall be deemed to be modified to permit its enforcement to the maximum extent permitted by law. It is also agreed that each of the Company's Affiliates shall have the right to enforce all of the Director's obligations to that Affiliate under this Agreement, including without limitation pursuant to this Section 3. No change in the nature or scope of the Director's engagement or other relationship with the Company or any of its Affiliates shall operate to excuse the Director from the performance of his obligations under this Section 3.

4. **Termination of Engagement and Resignation.**

(a) Resignation. Resignation and removal of independent directors is governed by the provisions of Sections 168 and 169 respectively of the Companies Act, 2013 read with the relevant provisions of the Listing Regulations. Upon such removal or resignation for any reason, the Director shall not be entitled to any damages for loss of office and no severance fee will be payable to you in respect of any unexpired portion of the Term.

(b) Termination. The Director's engagement under this Agreement will continue during the term of this Agreement in accordance with Section 1(e), unless earlier terminated by the Company or the Director upon sixty (60) days' prior written notice to the other party; provided, however, that the Company may terminate the Director's engagement hereunder without prior advance notice to the Director for Cause, in each case in accordance with Applicable Laws. Nothing in this Agreement will entitle the Director to remain a member of the Board or a service provider to the Company, or will affect or limit the right of the Company to terminate the Director's engagement hereunder at any time upon notice to the Director. The Director's engagement as a member of the Board is also subject to the terms and conditions of the Company's applicable governing documents, as may be amended from time to time, and Applicable Law.

(c) Final Compensation. In the event of termination of the Director's engagement with the Company, howsoever occurring, the Company shall pay the Director (i) the Compensation and sitting fees through the date his engagement terminates, to the extent not yet paid and (ii) reimbursement, in accordance with Section 2(d) hereof, for business expenses incurred by the Director but not yet paid to the Director as of the date his engagement terminates, provided that the Director submits all expenses and supporting documentation required within

thirty (30) days of the date his engagement terminates, and provided further that such expenses are reimbursable under Company policies then in effect (all of the foregoing, “Final Compensation”).

(d) Survival. Provisions of this Agreement shall survive any termination of engagement or resignation if so provided in this Agreement or if necessary or desirable to accomplish the purposes of other surviving provisions, including without limitation the Director’s obligations under Section 3 of this Agreement.

5. **Definitions.** For purposes of this Agreement, the following definitions apply:

“Affiliates” means, with respect to any person or entity, all persons and entities directly or indirectly controlling, controlled by or under common control with such person or entity, where control may be by management authority, equity interest or otherwise.

“Cause” means the occurrence of any of the following: (i) the Director’s material failure to perform (other than by reason of disability), or gross negligence in the performance of, the Director’s duties and responsibilities to the Company or any of its Affiliates, which material failure or gross negligence, if capable of cure, is not cured by the Director within thirty (30) days following the Company’s written notice to the Director specifying in reasonable detail such material failure or gross negligence; (ii) the Director’s breach of Restrictive Covenants; (iii) the Director’s material breach of this Agreement or any other agreement between the Director on the one hand, and the Company or any of its Affiliates, on the other hand, which material breach, if capable of cure, is not cured by the Director within thirty (30) days following the Company’s notice to the Director of such material breach; (iv) the Director’s commission of, or plea of nolo contendere to, a felony or other crime involving moral turpitude; (v) the Director’s fraud, theft or embezzlement with respect to the Company or any of its Affiliates; or (vi) Director’s involvement in acts or omissions amounting to misconduct or sexual harassment, as determined by the Company as per applicable policies of the Company or the Director being adjudged by a written order, as guilty by the Company’s internal complaints committee constituted under the Protection of Women from Sexual Harassment Act, 2013.

“Confidential Information” means any and all information of the Company and its Affiliates that is not generally available to the public. Confidential Information also includes any information received by the Company or any of its Affiliates from any Person with any understanding, express or implied, that it will not be disclosed. Confidential Information does not include information (i) that enters the public domain, other than through the Director’s breach of his obligations under this Agreement or any other written agreement between the Director and the Company or any of its Affiliates, (ii) that was already known to the Director at the time disclosed to him by the Company or its Affiliates, as demonstrated through reasonable evidence, or (iii) that is disclosed to the Director by a third party that, to the Director’s knowledge after due inquiry or as the Director would reasonably be expected to know, does not owe any obligation of confidentiality to the Company or any of its Affiliates with respect to such information.

“Intellectual Property” means inventions, discoveries, developments, methods, processes, compositions, works, concepts and ideas (whether or not patentable or copyrightable or constituting trade secrets) (collectively, “Inventions”) conceived, made, created, developed or

reduced to practice by the Director (whether alone or with others, whether or not during normal business hours or on or off Company premises) in the course of the Director's engagement that relate either to the business of the Company or any of its Affiliates or to any prospective activity of the Company or any of its Affiliates or that result from any work performed by the Director for the Company or any of its Affiliates or that make use of Confidential Information or any of the equipment or facilities of the Company or any of its Affiliates. Notwithstanding the foregoing, Intellectual Property shall not apply to any Invention that the Director develops entirely on his own time, without using the equipment, supplies, facilities or trade secret information of the Company or any of its Affiliates, unless such Invention (i) relates to the business of the Company or any of its Affiliates or to the actual or demonstrably anticipated research or development of the Company or any of its Affiliates or (ii) results from any work performed by the Director for the Company or any of its Affiliates.

“Person” means an individual, a corporation, a limited liability company, an association, a partnership, an estate, a trust or any other entity or organization, other than the Company or any of its Affiliates.

“Restrictive Covenants” means (i) the restrictions set forth in Section 3 of this Agreement and (ii) any other confidentiality, non-solicitation, no-hire, invention assignment, non-disparagement or other restrictive covenants set forth in any other written agreement by and between the Director, on the one hand, and the Company or any of its Affiliates, on the other hand.

6. **Conflicting Agreements.** The Director hereby represents and warrants that his signing of this Agreement and the performance of his obligations under it will not breach or be in conflict with any other agreement to which the Director is a party or is bound, and that the Director is not now subject to any covenants against competition or similar covenants or any court order that could affect the performance of his obligations under this Agreement. The Director agrees that the Director will not disclose to or use on behalf of the Company any confidential or proprietary information of a third party without that party's consent.

7. **Tax Treatment.** Each party shall be responsible for the payment of any applicable tax under this Agreement owed by such party in accordance with Applicable Law. The Director acknowledges and agrees that, as an independent contractor, the Director will be solely responsible for the payment of all federal, state and local income taxes, and any and all other legally required payments on sums paid to the Director hereunder or in respect of the Award. All payments made by the Company under this Agreement shall be reduced by any tax or other amounts required to be withheld by the Company to the extent required by Applicable Laws.

8. **Assignment.** Neither the Director nor the Company may make any assignment of this Agreement or any interest in it, by operation of law or otherwise, without the prior written consent of the other; provided, however, the Company may assign its rights under this Agreement without the Director's consent to one of its Affiliates or to any Person with whom the Company shall hereafter effect a reorganization, consolidate or merge, or to whom the Company shall hereafter transfer all or substantially all of its properties or assets, but no such assignment shall relieve the Company of its obligations hereunder to the extent that the Affiliate to whom this Agreement is assigned is unable to fulfill such obligations. This Agreement shall inure to the

benefit of and be binding upon the Director and the Company, and each of their respective successors, executors, administrators, heirs and permitted assigns.

9. **Severability.** If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. **Directors' and Officers' Liability Insurance.** The Director will be covered by the directors' and officers' liability insurance maintained by the Company, to the same extent as and consistent with other directors of the Company and subject to the terms and conditions of the relevant policy, as in effect from time to time.

11. **Other directorships and business interests.** The Director will not hold office as a director or any other office in a competing company/ firm/ entity. The Company acknowledges that the Director has business interests other than those of the Company and that the Director has declared any conflicts that are apparent at present. In the event that the Director becomes aware of any potential conflicts of interest, these should be disclosed to the Board as soon as they become apparent. During the Term the Director must consult with the Board prior to accepting any other (or further) directorships of publicly quoted companies or any major external appointments. At the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect the Director's status as an independent director, the Director shall give a declaration to that effect confirming that (a) the Director meets the criteria of independence as provided under the Applicable Laws; and (b) the Director is not aware of any circumstance or situation, which exist or may be reasonably anticipated, that could impair or impact his ability to discharge his duties with an objective independent judgment and without any external influence.

12. **Miscellaneous.**

(a) This Agreement sets forth the entire agreement between the Director and the Company, and replaces all prior and contemporaneous communications, agreements and understandings, written or oral, with respect to the terms and conditions of the Director's engagement. For the avoidance of doubt, nothing contained in this Agreement limits or supersedes any Restrictive Covenants. This Agreement may not be modified or amended unless agreed to in writing by the Director and an expressly authorized representative of the Board. No breach of this Agreement shall be deemed to be waived unless agreed to in writing by the non-breaching party. The headings and captions in this Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement. This Agreement may be executed and transmitted by facsimile (including "pdf") in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

(b) This Agreement shall be construed in accordance with and governed by the laws of India. Both parties hereby agree to submit to exclusive jurisdiction of the courts of Bengaluru, India. As mandated under Applicable Law, this Agreement will also be available for

inspection at the registered office of the Company by any shareholder during normal business hours and the terms and conditions of appointment shall also be posted on the Company's website.

13. **Notices.** Any notices provided for in this Agreement shall be in writing and shall be effective when delivered in person or deposited in the mail, postage prepaid, and addressed to the Director at his last known address on the books of the Company or, in the case of the Company, to it at its principal place of business, attention of the Board, or to such other address as either party may specify by notice to the other actually received.

[Signature page immediately follows.]

IN WITNESS WHEREOF, this Agreement has been executed by the Company, by its duly authorized representative, and by the Director, as of the date first above written.

THE DIRECTOR:

DocuSigned by:
Anil Chanana
E975152D6058456...

Anil Chanana

THE COMPANY:

DocuSigned by:
Srinivasan SD
E43792C01304402...
By: _____
Name: Srinivasan SD
Title: Group Chief
Financial
Officer

Schedule 1

Roles and Responsibilities

1. As a non-executive independent director, the Director has the same general legal responsibilities to the Company as any other director including all fiduciary duties, responsibilities, statutory obligations and liabilities of directors prescribed under Applicable Laws.
2. The Board as a whole is collectively responsible for promoting the success of the Company by directing and supervising the Company's affairs and the Director, in addition to its role and responsibilities under the Applicable Laws, will inter-alia undertake the following activities:
 - (a) Oversee the Company's financial reporting practices;
 - (b) Set the Company's strategic aims, ensure that the necessary financial and human resources are in place for the Company to meet its objectives, and reviews management performance;
 - (c) Set the Company's values and standards and ensure that its obligations to its stakeholders are understood and met;
 - (d) Attend and participate in board meetings, consistent with the agenda for such meeting;
 - (e) Support and contribute towards corporate governance in the Company; and
 - (f) Adhere to the Code for Independent Directors prescribed under Schedule IV of the Companies Act, 2013 and perform such other duties as prescribed under Section 166 of the Companies Act, 2013 and Regulation 4 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.
3. In addition to these requirements of all directors, your role shall also have the following key elements:
 - (a) Supporting and contributing to efforts to create the dynamics for an effective Board; promoting a culture of openness, trust and constructive debate between the directors and chief executive officer and the executive team; and actively engaging with both executive and non-executive members through an objective and balanced approach;
 - (b) Supporting and contributing to timely and transparent reporting to all stakeholders in the Company's best interest in protecting and creating enterprise value;
 - (c) Promoting the requirement that all Board, executive team members as well as the chief executive officer are exemplars of the Company's values, principles and standards;

- (d) Ensuring the long-term, sustainable health of the business and organizational culture;
and
- (e) Collaborating with fellow directors to ensure that the chief executive officer and executive team members' financial controls, regulatory compliance and risk management are robust and defensible.