

**TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS
of
INTERNATIONAL GEMMOLOGICAL INSTITUTE (INDIA) LIMITED
(Formerly known as International Gemmological Institute (India) Private
Limited)**

CIN: U74999MH1999PLC118476

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V1	August 2, 2024	Adopted at the Board Meeting held on August 02, 2024

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

[Pursuant to the provisions of Schedule IV to the Companies Act, 2013 (“the Act”) and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI Listing Regulations”)]

The broad terms and conditions of appointment of Independent Directors of International Gemmological Institute (India) Limited (formerly known as International Gemmological Institute (India) Private Limited) (“**Company**”) are reproduced below.

The terms and conditions of appointment of Independent Directors of the Company pursuant to SEBI Listing Regulations will be effective from the date of listing and commencement of trading of the equity shares of the Company on the stock exchanges.

1. Appointment

- The appointment as an Independent Director (“**ID**”) on the Board of Directors of the Company (“**Board**”) will be effective from <date of appointment> and for a period of <terms of appointment>.
- The Board may, if it deems fit, invite ID for being appointed on one or more existing Board committees or any such committee that is set up in the future. The appointment on such committee(s) will be subject to applicable law.
- Prior and post intimation regarding appointment of ID will be provided to the regulatory authorities as per their specific requirements.

2. Expectations, Roles, Functions and Duties

- ID is expected to bring objectivity and independence of view to the Board’s discussions and to help provide the Board with effective inputs in relation to the Company’s strategy, performance and risk management as well as ensuring high standards of financial probity and corporate governance. ID is also expected to observe and comply with applicable laws, the charter documents of the Company and the rules, regulations and policies of the Company, in relation to his/her directorship and the business of the Company.
- The role, functions and duties of ID will be as provided under the applicable law, including the Act and in conformity with Section 149(8) read with Schedule IV of the Act and SEBI Listing Regulations including in relation to attendance of meetings, maintenance of confidentiality, safeguarding the interests of the stakeholders, bringing objective judgement, asking clarifications, etc.

- In addition, the conduct of ID will be governed by applicable law, including the guidelines for professional conduct set out under the Code of Independent Directors, as provided in Section 149(8) read with Schedule IV of the Act, the duties of directors as set out under Section 166 of the Act and the duties and responsibilities as set out under the SEBI Listing Regulations.

3. Remuneration and Reimbursement of Expenses

- ID will be paid sitting fees for attending meetings of the Board and its committees as may be decided by the Board from time to time in compliance with applicable law. Further, the reimbursement of expenses for attending the Board and other committee meetings including travelling, boarding and lodging expenses, shall be paid by the Company to the ID. If, in case of a Director is appointed in between the financial year then such commission or sitting fees shall be paid on pro-rata basis. The fees shall be subject to applicable taxes and the Company may withhold there from any amounts as are required to be withheld pursuant to applicable law. Any tax liability arising in respect of payments made pursuant to fees paid to ID shall be borne solely by him/her.
- Commission may be paid to the Non- Executive Directors and Independent Directors within the limits prescribed under the Act and with the prior approval of the shareholders of the Company.
- The Company has Directors' and Officers' liability insurance, and it is intended that the Company will assume and maintain such cover for the full term of appointment of ID.

4. Conflict of Interest

- It is accepted and acknowledged that ID may have business interests other than those of the Company. As a condition precedent to commencement of the appointment, ID is required to declare to the Company any such directorships, appointments and interests to the Board. Further, every independent director shall, at the first meeting of the Board in which he participates as a director and thereafter at the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect his status as an independent director, submit a declaration that he meets the criteria of independence as provided in Regulation 16 (1) (b) of SEBI Listing Regulations and that he 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.

5. Evaluation

- The performance of ID will be evaluated as per the Company's Policy for Evaluation of the Performance of the Board of Directors.

6. Termination

- ID may resign from his/her position at any time by serving a reasonable written notice on the Board stating out the reason for resignation. Further, appointment of ID may be terminated in accordance with applicable law.
- Continuation of appointment of ID is contingent on his/her willingness to continue as an ID and getting re-appointed by the shareholders in accordance with applicable law. ID will not be entitled to compensation in case the shareholders of the Company do not re-appoint him/her at any time.

7. Confidentiality

- All information in relation to the Company acquired by ID during the appointment and tenure as an ID is confidential and should not be disclosed to third parties unless required by law.
- ID is subject to and bound by the prohibition and restrictions against insider trading and disclosure of unpublished price sensitive information, as prescribed under the regulations issued by the Securities and Exchange Board of India. ID shall also be bound by the provisions of the Company's Code of Conduct for Board of Directors and Senior Management Personnel.

8. Liability

- Subject to applicable law, for any breach of duties, ID will be liable to consequence prescribed under applicable law and in relation to the Company, ID would be liable for such acts of omission or commission by the Company which had occurred with his/her knowledge, attributable through Board processes, and with his/her consent or connivance, or where ID has not acted diligently.

9. Miscellaneous

- The appointment of ID is also subject to the maximum permissible directorships that one can hold under applicable law, including as per the provisions of the Act and the SEBI Listing Regulations.
- ID will not be in employment of the Company.
- ID will be invited to attend ongoing training and familiarization sessions, including briefings from management and site visits.