

Terms and conditions of Appointment of Independent Directors

The terms and conditions of appointment of the following Independent Directors are subject to the extent provisions of the (i) applicable laws, including the Companies Act, 2013 ('2013 Act') and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (as amended from time to time) and (ii) Articles of Association of the Company.

Sl. No.	Name of the Independent Director	From	To
1.	Anurudh Kumar Singh	12th February, 2016	11th February, 2021
2.	Gangwani ReetaSatish	24th September, 2014	23rd September, 2019
3.	Declan Pearse Macfadden	26th October, 2016	25th October, 2021
4.	Manoj Srivastava	29th May, 2017	28th May, 2022
5.	Vinod Lahoti	29th May, 2017	28th May, 2022

The broad terms and conditions of their appointments as Independent Directors of the Company are reproduced hereunder:

1. Appointment

The appointment will be for the period mentioned against their respective names ("Term").

As Independent Directors, 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. The reappointment would be considered by the Board based on the outcome of the performance evaluation process and the directors continuing to meet the independence criteria. The Independent Director may be required to serve on one or more Board Committees as may be decided by the Board from time to time.

2. Role, duties and responsibilities

A. As members 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 Companies Act, 2013 and the Rules made thereunder
- "Responsibilities of the Board" as outlined under Regulation 4 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015
- Accountability under the Director's Responsibility Statement
- Overseeing the maintenance of high standards of the Company's values and ethical conduct of business

B. They shall abide by the 'Code for Independent Directors' as outlined in Schedule IV to Section 149(8) of the 2013 Act, including the duties, roles and functions and guidelines for professional conduct set out therein (which shall be deemed to form part of this appointment letter).

C. They are particularly requested to provide guidance in their area of 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. This would depend on preparation for and attendance at:

- scheduled Board and committee (where you are a member) meetings
- the AGM
- meetings of the Independent Directors
- training to Board members
- meetings, if any, as part of the Board evaluation process.
- Additional Board, committee or shareholder meetings convened as and when deemed necessary.

By accepting this appointment you undertake that, taking into account all other commitments you may have, you are able to, and will, devote sufficient time to your duties as an independent director.

As an independent director you shall endeavour to have at least one meeting in a financial year with other Independent Directors without the attendance of other non-independent directors and members of management to review the performance of the non-independent directors and Board as a whole, including performance of Chairman of the Board, and assess the quality, quantity and timeliness of flow of information between the management and the Board that is necessary for the Board to effectively and reasonably perform their duties. You should strive to be present at such meeting.

You will not take any step or action that will bring or likely to bring disrepute to the Company or affect the Company's interest adversely.

4. Remuneration and Expenses

4.1 As an independent Director your remuneration will comprise of a sitting fee for Board / committee meetings. You will not be entitled to any stock options.

4.2 The remuneration payable will be subject to tax and statutory deductions or levies.

4.3 The remuneration payable to non-executive directors including independent directors will be reviewed periodically by the Board and / or the Nomination and Remuneration Committee of the Board.

5. Camson Seeds Code of Conduct

As Independent Directors of the Company, they agree to comply with the Camson Seeds Code of Conduct.

Unless specifically authorised by the Company, they shall not disclose company and business information to constituencies such as the media, the financial community, employees, shareholders, agents, franchisees, dealers, distributors and importers. Their obligation of confidentiality shall survive cessation of their respective directorships with the Company.

The provisions of both, Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992 and the Camson Seeds Code of Conduct on Prevention of Insider Trading, prohibiting disclosure or use of unpublished price sensitive information, would be applicable to the Independent Directors.

Additionally, they shall not participate in any business activity which might impede the application of their independent judgment in the best interest of the Company.

6. Training and Development

The Company may, if required, conduct formal training program for its Independent Directors. The Company may, as may be required, support Directors to continually update their skills and knowledge and improve their familiarity with the company and its business. The Company will fund/arrange for training on all matters which are common to the whole Board.

7. Performance Appraisal / Evaluation Process

As members of the Board, their performance as well as the performance of the entire Board and its Committees will be evaluated annually. Evaluation of each director shall be done by all the other Directors. The criteria for evaluation shall be disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board / Committee.

8. Disclosures, other directorship and business interest

During the term, you agree to promptly notify the Company of any change in your directorship, and provide such other disclosures and information as may be required under the applicable law. You also agree that upon becoming aware of any potential conflict of interest with your position as Independent Director of the Company you shall promptly disclose the same to Chairman and the Company Secretary.

During the term, you agree to promptly provide a declaration under section 149(7) of the Companies Act, 2013 upon any change in circumstances which may affect your status as an Independent Director.

9. Change of Personal details

During the term, you shall promptly intimate the Company and the Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

10. Termination

Your directorship on the Board of the Company shall terminate in accordance with law. 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 in writing stating the reasons for resignation.

If at any stage during the term, there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the Companies Act, 2013 or, if applicable, you fail to meet the criteria for “Independence”, you agree to promptly submit your resignation to the Company with effect from the date of such change.

Amendment

The Board of Directors of the Company reserves the right to amend or modify this Policy in whole or in part, as may be required, at any point of time.