

Terms and Conditions of Appointment of Independent Directors

Date –

Name :

DIN:

Appointment as an Independent Director of “Quadrant Future Tek Limited (Formerly knows as Quadrant Cables Private Limited)”

We are pleased to inform you that based on your Consent to act as Director along with a confirmation that you meet the Criteria of Independence as provided under Section 149(6) of the Companies Act, 2013 ('the Act') and upon the recommendation of Nomination and Remuneration Committee and the Board of Directors of the Company, the Shareholders of “Quadrant Future Tek Limited” (hereinafter referred to as “Quadrant” or “the Company”) at its _____ Meeting held on _____ have approved your appointment as an Independent Director of the Company.

This letter of appointment sets out the terms and conditions covering your appointment which are as follows:

1. Terms of Appointment

Your appointment as a Non-Executive Independent Director on the Board of Directors of Company shall be for a term of _____ with effect from _____.

As an Independent Director you shall not be liable to retire by rotation.

Your appointment is subject to that you shall not hold office as a director or act as a chairman or committee member in excess of the limit stipulated under the Companies Act, 2013 ('the Act') and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('Listing Regulations').

2. Expectation of the Board from you as an Independent and Non-Executive Director

As an Independent and Non-Executive Director, we are certain that you will bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy and performance as well as ensuring high standards of financial integrity and corporate governance.

We will look forward to you attending meetings of the Board, its Committees to which you may be appointed as a chairman or member, as also shareholders meetings. The notice of the meeting shall specify the place of the meeting and it is expected that the meeting shall also have the facility to participate through audio visual means, subject to provisions of the applicable law including the Act. In addition to such attendances, you are expected to devote appropriate preparation time ahead of each meeting.

3. Board and Committees of the Board

The Board may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such committee that is set up in the future. Your appointment on such committee(s) will be subject to the applicable provisions of the Act and Listing Regulations.

4. Duties, Responsibilities and Liabilities:

Your role, duties and responsibilities will be those normally required of a Non-Executive Independent Director under the provisions of the Companies Act, 2013 and rules made thereunder as amended from time to time and the Code for Independent Directors as provided in Schedule IV of the Companies Act, 2013 defining the guidelines for professional conduct, role & duties of Independent Directors.

Also, there are certain duties prescribed in Section 166 of the Act for all Directors, both Executive and Non-Executive which are as under:-

- a) You shall act in accordance with the Company's Article of Association.
- b) You shall act in good faith in order to promote the Objects of the Company for the benefit of its members as a whole and in the best interest of the Company.
- c) You shall discharge your duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
- d) You shall not involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
- e) You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partner or associates.
- f) You shall not assign your office as director and any assignments so made shall be void.

You shall not be held liable for any acts either in your individual capacity or as a Board member, except in respect of such acts of omission or commission which had occurred with your knowledge or consent or is attributable through Board processes and or where you have not acted diligently.

5. Sitting Fees/ Other arrangements

As an Independent Director, you shall be paid sitting fees for attending the meeting of the Board of Directors and/or Committees thereof as the Board may decide subject to the provisions of Companies Act, 2013.

In addition to the remuneration described above, the Company will, for the period of your appointment, make necessary arrangements for your travel, hotel and other incidental requirements for the performance of your role and duties.

6. Disclosures and Compliances

You should comply the following requirements as listed below:-

- a.) At the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect your status as an Independent Director, you are required to give a declaration to the effect confirming that you meet the criteria of Independence as per Section 149(6) & (7) of the Act and Listing Regulations.

- b.) You are requested to furnish disclosure of interest to the Company in form MBP-1 as required under Section 184 of the Act.
- c.) You shall inform the Company about any disqualifications incurred under section 164(2) of the Companies Act, 2013 in Form DIR-8 to be placed before the first meeting of the Board in every financial year.
- d.) You shall comply with all applicable provisions of the Act, Listing Regulations and any other applicable law or regulation.

7. Confidentiality

Being an Independent Director, you must apply the highest standards of confidentiality and not disclose to any person or Company (whether during the course of the appointment or at any time after its termination) any confidential information concerning the Company with which you come into contact by virtue of your position as an Independent Director of the Company.

If any confidential information is required to be disclosed by you in response to any summons or in connection with any litigation, or in order to comply with any applicable law, order, regulation or ruling, then any such disclosure should be made, to the extent possible, with the prior consent of the Board.

8. Evaluation of Board

As a Non-Executive Independent Director you 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:

- a) review the performance of Non-Independent Directors and the Board as a whole;
- b) review the performance of the Chairperson of the company, taking into account the views of executive directors and non-executive directors;
- c) 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.

9. Training/Familiarization

You will be provided with necessary documents, reports and internal policies to enable you to familiarize with the Company's procedures and practices. You may also be invited to attend ongoing training and familiarization sessions for Directors including site visits.

Periodic presentations shall be made at the Board and Board Committee meetings, on business and performance updates of the Company, business strategy and risks involved.

10. Governing Law

The Appointment and the terms are governed by the laws of India.

11. Termination

You may resign from your position at any time by giving a notice in writing to the Company. In terms of the provisions of the Companies Act, 2013, you may file a copy of your resignation letter with the Registrar of Companies, Chandigarh in the form prescribed under the said Act. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by you in the notice, whichever is later.

We are confident that the Board and the Company shall benefit immensely from your rich experience. We request you to confirm and acknowledge your appointment as Independent and Non-Executive Director by signing a copy of this letter.

Thanking you,

For Quadrant Future Tek Limited

[Name of Signing Authority]
[Designation of Signing Authority]
DIN:

Acknowledgement:-

I hereby acknowledge receipt of and accept the terms set out in this letter.

Signature:
Name:

Date: