



GOODLUCK INDIA LIMITED

***TERMS AND CONDITIONS
OF
APPOINTMENT
OF
INDEPENDENT DIRECTORS***

***Regd. Off:
509, Arunachal Building, Barakhamba Road, Connaught Place, New Delhi 01,
CIN: L74899DL1986PLC050910; www.goodlucksteel.com***

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

The terms and Conditions of the appointment, which shall, in any event be subject to the provisions of the Companies Act, 2013, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('Listing Regulations') and the Articles of Association of the Company, are set out below.

The broad terms and conditions of their appointment as an Independent Director are reproduced hereunder:

TERMS OF APPOINTMENT

The appointment of an Independent Director is for the period as approved ("Term"). In compliance with provision Section 149(13) of the Companies Act, 2013, an Independent Director is not liable to retire by rotation.

Re-appointment 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 re-appointment would be considered by the Board on the basis of report of the performance evaluation.

COMMITMENTS

An Independent Director agrees to devote such time as is prudent and necessary for the proper performance of his roles, duties and responsibilities as a Non- Executive Independent Director and attend meetings of the Board or any committee thereof. An Independent Director should strive to attend all the scheduled quarterly board meetings, General Meetings, Committee Board Meetings and other meetings or attendance as necessary.

An Independent Director must hold and present in at least one meeting in a year without the presence of Non- Independent Directors and members of management.

In addition to such attendances, an Independent Director is expected to devote his sufficient time to meet the expectations of his role.

The Company shall provide adequate notice of the dates of proposed Board Meetings, General Meetings and meetings of the Board Committees. As per the provisions of the Companies Act, 2013, the Company is expected to give Independent Directors an advance notice of minimum 7 days of every board and committee meetings. A meeting of the Board may be called at shorter notice to transact urgent business subject to the condition that atleast one independent director, shall be present at the meeting and in case of absence of independent directors from such a meeting of the Board, decisions taken at such a meeting shall be circulated to all the directors and shall be final only on ratification thereof by atleast one independent director.

The Company will inform the Directors about the upcoming events in the Company.

The Company shall establish an effective whistle blower mechanism so that the directors can raise their concerns.

It shall be the responsibility of the Company to provide the independent director with all the information and documents they will validly require to fulfill their functions.

The Company shall ensure that the independent directors are aware of their statutory obligations.

CODE OF CONDUCT, FUNCTIONS AND DUTIES

An Independent Director will be expected to perform his duties, whether statutory, fiduciary or common law, faithfully, efficiently and diligently to a standard commensurate with both the functions of his role and knowledge, skills and experience. An Independent Director will have all the usual duties of an independent director under the Company law and applicable regulations of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

During the appointment an Independent Director shall act in accordance with the articles of the company and are required to comply with The Code for Independent Directors as per Schedule IV under Companies Act, 2013 (schedule attached) including the various codes applicable as per company's policy.

The Board of Directors expects an Independent Director to perform the following functions:

- (1) He helps in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
- (2) He brings an objective view in the evaluation of the performance of board and management;
- (3) He scrutinizes the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- (4) He satisfies himself on the integrity of financial information and that financial control and the systems of risk management are robust and defensible;
- (5) He safeguards the interests of all stakeholders, particularly the minority shareholders;
- (6) He balances the conflicting interest of the stakeholders;
- (7) He determines appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management;
- (8) He moderates and arbitrates in the interest of the company as a whole, in situations of conflict between management and shareholder's interest.

In addition to the above requirements, there are certain duties prescribed for an Independent Director, which are fiduciary in nature and are as under:

- (1) He undertakes appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the company;
- (2) He seeks appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the company;

- (3) He strives to attend all meetings of the Board of Directors and of the Board committees of which he is a member;
- (4) He participates constructively and actively in the committees of the Board in which they are chairpersons or members;
- (5) He strives to attend the general meetings of the company;
- (6) where he has concerns about the running of the company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that his concerns are recorded in the minutes of the Board meeting;
- (7) He keeps himself well informed about the company and the external environment in which it operates;
- (8) He should not unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;
- (9) He pays sufficient attention and ensures that adequate deliberations are held before approving related party transactions and assure himself that the same are in the interest of the company;
- (10) He ascertains and ensures that the company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;
- (11) He reports concerns about unethical behaviour, actual or suspected fraud or violation of the company's code of conduct or ethics policy;
- (12) He acts within his authority assist in protecting the legitimate interests of the company, shareholders and its employees;
- (13) He shall not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

GUIDELINES OF PROFESSIONAL CONDUCT

During the appointment, an Independent Director is required to comply with relevant regulations as contained in Schedule IV under Companies Act, 2013, including the following codes of conduct of the Company. An Independent Director shall:

- (1) uphold ethical standards of integrity and probity;
- (2) act objectively and constructively while exercising his duties;
- (3) exercise his responsibilities in a bona fide manner in the interest of the company;
- (4) devote sufficient time and attention to his professional obligations for informed and balanced decision making;
- (5) not allow any extraneous considerations that will vitiate his exercise of objective independent judgment in the paramount interest of the company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making;
- (6) not abuse his position to the detriment of the company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
- (7) refrain from any action that would lead to loss of his independence;
- (8) where circumstances arise which make an independent director lose his independence, the independent director must immediately inform the Board accordingly;
- (9) assist the company in implementing the best corporate governance practices.

LIABILITY

An Independent director will be liable only in respect of such acts or omission or commission by the Company which had occurred with his knowledge, attributable through Board processes, and with his consent or connivance or where he had not acted diligently.

CONFLICT OF INTEREST

It is accepted and acknowledged that an Independent Director is required to declare any other position he hold including his directorships in other organizations, shall not give rise to any conflicts in interest in relation to his appointment as an Independent Director of the Company. In the event or circumstances when an Independent Director become aware of any conflict or potential conflict during his appointment, he is expected to notify these conflicts to the Company Secretary.

As an Independent Director he shall not engage in any activity/ies that might not be in the interest of the company.

CONFIDENTIALITY AND ACCESS TO COMPANY RECORDS

As per the provisions of the Company law, Directors have a right to access to Company's documents and records, including financial records.

Any confidential information which may come to an Independent Director's knowledge in the performance of his duties as a Director of the Company, he must not divulged such information until necessary in connection with the proper performance of his duties to the Company.

The Company may from time to time authorize to disclose such information as may be required with the condition that Directors will take all reasonable precautions as may be necessary to maintain the secrecy and confidentiality of all the confidential information of the company; or Directors may be required by law to disclose.

DISCLOSURES

An Independent Director is required to submit certain information in the prescribed forms on a defined periodicity. Company Secretary shall be the coordinating officer for the same.

An Independent Director is required to disclose to the Company his interests and any matters (excluding those matters which may be subject to legal professional privilege) which affect his independence.

During the tenure as an independent director he is required to give a declaration that he meets the criteria of independence every financial year as provided under Section 149 of

the Companies Act, 2013 and applicable regulations of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

DIRECTORS' FEES

The Company shall reimburse for the period of the appointment all travelling, hotel and other incidental expenses properly and reasonable incurred by an Independent Director in performance of duties as per the provisions of the Companies Act, 2013 as mutually decided.

TERMINATION

An Independent Director may resign from his position at any time in that situation he is requested to serve a reasonable written notice on the Board. In terms of the provisions of the Companies Act, 2013, he is required to file a copy of his resignation letter with the Registrar of Companies.

An Independent Director appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company or as per the provisions of the Companies Act, 2013.

PUBLICATION OF THE LETTER OF APPOINTMENT

In line with provisions of Schedule IV of the Act and Listing Regulations as amended from time to time, the Company will make public the terms and conditions of his appointment and will also arrange for it to be displayed on the Company's website.

STATUS OF APPOINTMENT AND REMUNERATION

1. An Independent Director will not be employee of the Company and his appointment letter shall not constitute a contract of employment. He will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the Board. In addition to the sitting fees, commission that may be determined by the Board may also be payable to him. In determining the amount of this commission, the Board, supported by the Nomination and Remuneration Committee, may consider performance of the Company and his performance as evaluated by the Board.

2. An Independent Director has no entitlement to any bonus during the appointment and no entitlement to participate in any employee stock option scheme operated by the Company or any Group Company.

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.

PERFORMANCE APPRAISAL / EVALUATION PROCESS

As members of the Board, his 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. On the basis of the report of performance evaluation, it shall be determined whether to extend or continue the term of appointment of an independent director. The evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board / Committee.

CHANGES OF PERSONAL DETAILS

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

GENERAL

The appointment of an Independent Director and any non-contractual obligations arising out thereof shall be governed by and be construed in accordance with, the laws of India, and the parties agree to submit to the exclusive jurisdiction of the courts of Delhi.