

Mr. Lloyd Mathias

**Sub: Appointment as Independent Director for a period of five consecutive years**

I am pleased to inform you that the Board of Directors (**'the Board'**) of Digicontent Limited (**'the Company'**), on the recommendation of Nomination & Remuneration Committee, on December 28, 2021, have approved your appointment as Independent Director of the Company, for a period of five consecutive years, with effect from December 28, 2021 until November 30, 2026, subject to approval of members.

The terms of your appointment, as set out in this letter, are subject to the extant provisions of applicable laws, including the Companies Act, 2013 ("the Act"), SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI LODR") and the Company's Articles of Association, and the same are as follows:

**1. Appointment**

- a. Your aforesaid tenure is subject to you meeting the criteria for being an Independent Director at all times during your tenure, and not being disqualified to be a Director under the applicable provisions of the Act read with the rules made there under and SEBI LODR.
- b. As an Independent Director, you will not be liable to retire by rotation.

**2. Independence**

The Board has given due consideration to your declaration of being qualified as Independent in accordance with the provisions of the Act and SEBI LODR. You agree to continue to be qualified as "independent" during your tenure and provide periodic declaration to the effect as required by the applicable laws. You will be identified as Independent Director in the annual report and other documents and publications of the Company. You shall promptly inform the Chairperson and/or the Company Secretary, should you cease to be qualified as "independent" during your tenure.

**3. Role on the Company's Board and Board Committees**

You shall abide by all the provisions of any law for the time being in force with respect to rights, duties and responsibilities of a Director. Moreover, you shall also abide by other provisions of any law for time being in force, which are specifically applicable to you being an Independent Director.

The Board has constituted/constitutes committee of Directors from time to time, and delegates requisite powers to them. Subject to the applicable laws and as deemed fit by the Board, you may be required to serve on one or more committees of the Board as a Member/Chairman. Upon your nomination to any one or more committee(s), you will be provided with the appropriate committee charter which would set out its functions.

You may also be appointed as Independent Director on the Board of "Material Subsidiary" in accordance with the extant provisions of SEBI LODR, if required.

#### **4. Induction/Training**

The Company shall conduct suitable training/familiarization sessions, *inter-alia*, to familiarize you with following:

- a. Board's and Committee's roles, rights and responsibilities;
- b. Business model of the Company;
- c. Company's vision, strategic direction, core values, ethics, corporate governance practices etc.

#### **5. Time Commitment**

We expect your time commitment involving attendance at all Board and committee meetings (of which you are a member); and the general meetings of the members. Usually, the Company has four Board meetings and some more meetings on need basis during a financial year, an Annual General Meeting and Extra-Ordinary General Meeting(s) of members of the Company as and when required. In addition, principal Board Committees, mainly Audit Committee, meet four or five times a year and other Committees meet on need basis. Ordinarily, meetings are held in New Delhi or via video conferencing.

In terms of the Act, Independent Directors are required to hold atleast one separate meeting in a financial year, without attendance of Non - Independent Directors and members of management. The Independent Directors shall strive to be present at such meeting(s).

#### **6. Role & Duties of Independent Director**

Your kind reference is invited to Section 166 of the Act which outlines duties of Directors, and the same are as follows:

- a. a director of a company shall act in accordance with the articles of association of the company.
- b. a director of a company 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

- interests of the company, its employees, the shareholders, the community and for the protection of environment.
- c. a director of a company shall exercise his/ her duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
  - d. a director of a company shall not involve in a situation in which he/she may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the company.
  - e. a director of a company shall not achieve or attempt to achieve any undue gain or advantage either to himself/herself or to his/her relatives, partners, or associates and if such director is found guilty of making any undue gain, he/she shall be liable to pay an amount equal to that gain to the company.
  - f. a director of a company shall not assign his / her office and any assignment so made shall be void.
  - g. As per provisions of the Act, you shall be held liable, only in respect of such acts of omission or commission by the Company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.
  - h. Apart from the above, you shall also fulfil the role and responsibilities as provided under SEBI LODR.

## **7. Professional Conduct**

As an Independent Director, you are expected to:-

- (a) uphold ethical standards of integrity and probity;
- (b) act objectively and constructively while exercising your duties;
- (c) exercise responsibilities in a *bona fide* manner in the interest of the Company;
- (d) devote sufficient time and attention to your professional obligations for informed and balanced decision-making;
- (e) not allow any extraneous considerations that will vitiate your 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.
- (f) use your position only for the benefit of the Company or its shareholders and not for the purpose of gaining direct or indirect personal advantage or advantage for any associated person.
- (g) refrain from any action that would lead to loss of your independence;
- (h) if circumstances arise under which you may lose your independence, inform the Board accordingly;
- (i) assist the Company in implementing the best corporate governance practices.

## **8. D&O Insurance**

The Company is covered under the Directors' & Officers' liability insurance policy (D&O policy) and it is intended to maintain such cover for the full term of your appointment.

At present, the sum insured under the D&O policy is Rs. 10 Crore.

## **9. Memberships of other boards**

It is expected that you will not serve on the Board of competing companies. Apart from the applicable provisions of law on maximum number of directorships and good corporate governance practices, there are no other additional limitations.

## **10. Fees/reimbursement of expenses**

- 10.1 Independent Directors are entitled to sitting fee for attending Board and committee meetings, as fixed by the Board from time to time (presently @ Rs. 100,000/- and Rs. 50,000/- for attending each Board and committee meeting respectively), subject to applicable tax/levies.
- 10.2 The Company shall pay or reimburse on actual basis, fair and reasonable incidental expenditure, incurred by you while performing the role as an Independent Director.

## **11. Evaluation**

The performance of Independent Directors shall be evaluated periodically, in terms of the provisions of the Act and SEBI LODR.

## **12. Compliance with various Codes of the Company**

Independent Directors shall adhere to the Code for Independent Directors as provided in Schedule IV to the Act (which is enclosed herewith). You will follow the Company's policies applicable to Directors including the Code of Conduct and Code to Regulate, Monitor and Report Trading by Designated Persons.

## **13. Disclosures**

During your tenure as Director, you agree to promptly notify the Company of any change in your directorships and provide such other disclosures as may be required under the applicable laws. You also agree that in case you become aware of any potential conflict of interest with your position as an Independent Director, you shall promptly disclose the same to the Chairperson and/or the Company Secretary.

During your tenure as Director, you agree to provide the declaration of fulfillment of meeting the criteria of independence under Section 149(7) of the Act and Rule 6(3) of Companies (Appointment and Qualification of Directors) Rules, 2014 and applicable provisions of SEBI LODR, upon any change in circumstances which may affect your status as an Independent Director.

#### **14. Confidentiality**

Any information that you would acquire during your association as Independent Director is confidential, and should not be disclosed either during your tenure or thereafter, to third parties without prior clearance of the Chairperson, save and except as may be required by law. On request, you shall surrender documents and other material provided to you by the Company. You and your immediate relatives shall abide by the extant provisions of SEBI (Prohibition of Insider Trading) Regulations, 2015.

#### **15. Termination**

Your directorship shall terminate or cease in accordance with law. You may also resign from your position at any time and should you wish to do so, you are requested to send a written notice to the Board stating the reasons for resignation. 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.

#### **16. Governing Laws**

This letter is governed by, and shall be construed in accordance with laws of India.

#### **17. Miscellaneous**

No waiver or modification of this letter shall be valid unless made in writing and signed by you and the Company.

We are confident that your continued association, expertise and advice will immensely benefit Digicontent Limited and the Board.

Kindly sign the duplicate copy of this letter in confirmation of your acceptance of the above terms regarding your appointment as Independent Director.

Yours sincerely,

Priyavrat Bhartia

*Encl.: As above*

Shri Lloyd Mathias  
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