

BLACK BOX LIMITED

(FORMERLY KNOWN AS AGC NETWORKS LIMITED)

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

Appointment

- 1.1 The Independent Directors are appointed as a Non-Executive Independent Director on the Board of Directors of **Black Box Limited (Formerly known as AGC Networks Limited)** as on and with effect from dates as mentioned in their respective resolutions for appointment passed by shareholders of the Company. Their appointment is subject to approval of Board of Directors and Shareholders of the Company, as per the provisions of the Companies Act, 2013. Their appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and the SEBI (Listing Obligations and Disclosure Requirements) Regulation, 2015 (“Listing Regulations”).
- 1.2 The term Independent Director should be construed as defined under the Companies Act, 2013 and Listing Regulations.
- 1.3 The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the Listing Regulations. Accordingly, the Independent Directors will serve for not more than two consecutive terms of upto five years each on the Board of the Company. The Company is at liberty to disengage Non Executive Independent Director prior to expiry of their tenure, subject to compliance of relevant provisions of Companies Act, 2013.

2. Role and Duties

The role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the Listing Regulations. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

- I. They shall act in accordance with the Company’s Articles of Association.
- II. They 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, employees, shareholders, community & for the protection of the environment.
- III. They shall discharge their duties with due and reasonable care, skill and diligence & shall exercise independent judgment.
- IV. They should not involve in a situation in which they may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the company.

- V. They shall not achieve or attempt to achieve any undue gain or advantage either to themselves or to their relatives, partners or associates.
- VI. They shall not assign their office as Director and any assignments so made shall be void.

3. Status of Appointment

The Independent Director will not be an employee of the Company and this document shall not constitute a contract of employment. The Independent Director will be paid such remuneration by way of sitting fees/commission for meetings of the Board and its Committees as may be decided by the Board and approved by such other persons/shareholder/Authorities as may be statutorily or otherwise required from time to time.

4. Board Committees

As advised by the Board, during the tenure of office, the Independent Director may be required to serve on one or more of the Committees of the Board established by the Company. Upon any such appointment to any one or more Committees, they will be provided with the appropriate Committee charter which sets out the functions of that Committee.

5. Directors' Fees

The sitting fees presently paid to the Non-Executive Independent Director is Rs. 50,000/- per meeting of the Board or a Committee thereof or such other amount as may be decided by the Board of Directors of the Company from time to time.

For the period of their appointment, the Company shall reimburse them for travel, hotel and other incidental expenses incurred by them in the performance of their roles and duties for the Company as a Director of the Company.

An independent director shall not be entitled to any stock option and shall not be covered by any pension scheme.

6. Conflict of Interest

It is accepted and acknowledged that the Independent Director may have business interests other than those of the Company. As a condition to their appointment commencing, they are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of their appointment and first board meeting of every financial year or whenever there is any change in such disclosures already made.

7. Criteria of Independence

The Independent Directors shall at all times fulfill the criteria of independence specified in the Companies Act and Listing Regulations, as amended from time to time. Further, in terms of the Listing

Regulations, they are required to submit a declaration of fulfillment of independence criteria specified in the Listing Regulations at the first meeting of the Board where they participate as a Director and thereafter at the first board meeting of every financial year or whenever there is any change in circumstances which may affect their independence. Further in the said declaration the Independent Director also has to confirm that they are not aware of any present or anticipated circumstance which could impair/impact their ability to discharge their duties with objective independent judgment.

Further, the Board will take this declaration and confirmation on their record, after conducting due assessment of the same.

8. Confidentiality

All information acquired during the tenure of appointment is confidential and should not be released, either during the appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by the rules of any stock exchange or regulatory body. On reasonable request, the Independent Director shall surrender any documents and other materials made available to them.

9. Evaluation

The Independent Directors shall review the performance of non independent directors and Board as a whole including Chairperson of the Company taking into account views of executive and non executive directors.

Performance evaluation of independent directors shall be done by Board as a whole (except the Director under evaluation), which shall include evaluation of their performance; fulfillment of the independence criteria and their independence from the management.

The appointment and re-appointment on the Board for Independent Directors shall be subject to the outcome of the evaluation process.

10. Code of Conduct

The Independent Director shall perform their role and duties for the Company in accordance with the Code of Conduct prescribed under Schedule IV of the Companies Act, 2013 and other applicable provisions and sections of Companies Act, 2013 and Listing Agreement. They shall also adhere to and confirm annually to the Code of Conduct for Directors and Senior Management of the Company.

11. Termination

- a. An Independent Director may resign from his position at any time and should they wish to do so, they are requested to serve a written notice on the Board along with the reason(s) for such resignation as well as a confirmation from the Independent Director that there are no other material reasons for such resignation other than those provided. Thereafter, the Company will disclose the notice of

resignation, reasons for resignation and the confirmation of Independent Director to the Stock Exchanges within 7 days of date of resignation.

- b. Continuation of their appointment is contingent on their getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013 and the Articles of Association of the Company, from time to time in force. They will not be entitled to compensation if the shareholders do not re-elect them at any time.
- c. Their appointment may also be terminated in accordance with the provisions of the Companies Act, 2013 and Articles of Association of the Company from time to time in force.

12. Liability

Being an independent director they shall be held liable, only in respect of such acts of omission or commission by a company which had occurred with their knowledge, attributable through Board processes, and with their consent or connivance or where they had not acted diligently with respect of the provisions contained in the Companies Act 2013 and/or Listing Regulations.

13. Governing Law

This agreement is governed by and will be interpreted in accordance with Indian law and the engagement shall be subject to the jurisdiction of the Indian courts.

Note:

The provisions of the Companies Act, 2013 and rules thereto and Listing Regulations (including any amendment thereto from time to time) to the extent applicable, shall be applicable on the appointment of Independent Directors.
