

**TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTOR**

Dear Mr.

**Sub: Appointment as Independent Director**

We are pleased to inform you that the Shareholders of the Company have passed the resolution for your appointment as an Independent Director of the Company at the Twenty Sixth (26th) Annual General Meeting of the Company, held on August 08, 2014, pursuant to the provisions of the Companies Act, 2013 (Act).

As required under the Act and clause 49 of the Listing Agreement, the above appointment is being formalized through this letter of appointment.

This letter sets out the terms of your appointment as an Independent Director. The terms of your appointment, as set out in this letter, are subject to the provisions of the Act, Clause 49 of the Listing Agreement (as amended from time to time) and the Articles of Association of the Company.

**1. Term of Appointment**

Your appointment as a Non-Executive Independent Director is for a term of five (5) consecutive years with effect from April 01, 2014. Your term shall end on either the expiry of the above term or the date, on which you resign from the office of director, whichever is earlier.

As an Independent Director you will not be liable to retire by rotation. Your relationship with the Company will be that of an office-holder and not one of contract for employment in the Company.

**2. Role, Duties and Responsibilities**

Role, duties and responsibilities of the directors are laid down under Section 166 of the Act, schedule IV of the Act and clause 49 of the Listing Agreement. You may kindly take note of the same.

Considering the nature of the role of a director, it is difficult for a company to lay down specific parameters on time commitment. You agree to devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities as an Independent Director.

**3. Board Committee**

The Board may nominate you in any of the existing Board Committees or any such Committee that may be set up in the future. Details of your present committee positions are as given below:

**4. Fees/Remuneration**

You will be paid by way of sitting fees for attending the meetings of the Board and the committees as may be decided by the Board from time to time, subject to approval of the Shareholders, if required.

Further the company shall pay or reimburse to you all reasonable expenses as may have been incurred by you while performing your role as an Independent Director of the company.

**5. Code of Conduct**

The Company has laid down a Code of Business Conduct and Ethics for all Board Members and Senior Management of the Company. You shall abide by the Code of Conduct and affirm compliance with the Code on an annual basis.

**6. Directors and Officers (D&O) Insurance**

The Company is covered under a Director and Officers Liability Insurance Policy, the Directors and Officers of the Company have been covered under this Policy.

**7. Disclosures of Changes**

We thank you for your confirmation to the Company that you meet the "independence" criteria as envisaged in Section 149(6) of the Act and Clause 49 of the Listing Agreement and also for your consenting to hold office as a director of the Company.

During your term, you agree to promptly provide a declaration under Section 149(7) of the Act, every year and upon any change in circumstances which may affect your status as an Independent Director. You also agree to promptly notify the Company of any change in your directorships, and provide such other disclosures and information as may be required under the applicable laws. 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 the Chairman and the Company Secretary.

**8. Miscellaneous**

As per the provisions of the Act, the terms and conditions of appointment of Independent directors shall be open for inspection at the registered office of the Company by any member during normal business hours and also posted on the Company's website.

**9. Acceptance of Appointment**

We are confident that the Board and the Company will benefit immensely from your rich experience and look forward to your valued contribution and guidance in the growth of our Company.

Please confirm your acceptance by signing and returning the enclosed copy of this letter.

Yours sincerely,

For **ADC INDIA COMMUNICATIONS LIMITED**

**J.N. Mylraiah**  
Managing Director

**AGREE AND ACCEPT**

I have read and understood the terms of my appointment as an Independent Director of the Company and I hereby affirm my acceptance to the same.

\_\_\_\_\_  
**Name:**

**Place:**

**Date:**