

Terms and conditions of appointment of Independent Directors of the Company in accordance with the requirements of Schedule IV to the Companies Act, 2013 (Act)

Terms and conditions of appointment of Independent Directors:

I. Term:

Ms. Chitra Ramkrishna has been appointed as the Independent Director of Reliance BP Mobility Limited (RBML/Company) for the first term of 5(five) consecutive years by the members of the Company at their Annual General Meeting held on September 29, 2020. The appointment is for a term commencing from September 04, 2020 up to September 03, 2025.

Shri Rohan Pradeep Shah has been appointed as the Independent Director of Reliance BP Mobility Limited (RBML/Company) for the first term of 5(five) consecutive years by the members of the Company at their Annual General Meeting held on September 29, 2020. The appointment is for a term commencing from September 04, 2020 up to September 03, 2025.

II. Other Terms and Conditions:

1. Committees:

- 1.1 During the appointment, the Independent Director may be inducted into one or more committees of the Board as a Chairman / Member, from time to time.
- 1.2 The Independent Director is an Independent non-executive director and will be identified as such in the annual report and other documentation of the Company. If circumstances change and he/she believes that his/her independence will be in doubt, the Independent Director should discuss the same with the Chairman / Directors of the Company as soon as practicable.

2. Duties and Liabilities:

- 2.1 The Independent Director will perform his/her fiduciary duties in a responsible manner and his/her general legal responsibilities to the Company will be in accordance with applicable statutory provisions.
- 2.2 The Independent Director shall act in accordance with the Articles of Association of the Company and while discharging your duties, comply with the requirements of Section 166 and Schedule IV to the Act.
- 2.3 The Independent Director will be held liable only in respect of such acts of omission or commission by the Company which have occurred with his/her knowledge, attributable through Board processes and with his/her consent or where he/she have not acted diligently.

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3. **Code for Independent Directors:**

- 3.1 The Company has relied on the declaration of the Independent Director that he/she meets the criteria of independence as provided in Section 149(6) of the Act.
- 3.2 As required by Section 149(8) of the Act, the Independent Director will be required to abide by the provisions as set out in Schedule IV to the Act.

4. **Restrictions:**

During the term of appointment, the Independent Director is expected not to take up directorship in any company (whether in India or abroad) engaged in the same or similar businesses as that of the Company or in a company, business or undertaking which competes or is likely to compete with the Company or which could otherwise potentially give rise to a conflict with his/her duties with the Company. In the event that he/she becomes aware of any potential conflicts of interest, or in case of doubt, he/she should consult the Chairman of the Company as soon as practicable.

5. **Time Commitment:**

By accepting the appointment, the Independent Director confirms that he/she will be able to allocate sufficient time to perform his/her duties as a director and attend meetings of the Board or any committee thereof. In addition to such attendances, he/she will also be expected to devote appropriate preparation time ahead of each meeting.

6. **Documentation Deliverables:**

- 6.1 The Board members will be provided with necessary documents / brochures, reports and internal policies to enable them to familiarize with the Company's procedures and practices.
- 6.2 Periodic presentations will be made at the Board and Board Committee meetings, on business and performance updates of the Company, global business environment, business strategy and risks involved.
- 6.3 Quarterly updates on relevant statutory changes and landmark judicial pronouncements encompassing important laws will be regularly circulated to Directors.

7. **Evaluation Process:**

The performance evaluation of individual Directors shall be done by the entire Board, excluding the director being evaluated, on an annual basis.

8. **Remuneration:**

In consideration of his/her services, the Independent Director will be entitled to sitting fee and such other remuneration as may be decided by the Board of Directors from time to time.

Reliance BP Mobility Limited

Corporate Office: 2nd Floor, 5C, Reliance Corporate Park, Thane Belapur Road, Ghansoli, Navi Mumbai - 400701.

Registered Office: 3rd Floor, Maker Chambers IV, 222, Nariman Point, Mumbai - 400021. **Phone:** +91-22-3555-5000.

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9. **Expenses:**

In addition to the sitting fee stated in the preceding paragraph, the Company will reimburse the Independent Director, or bear and pay, all travel, accommodation or other expenses incurred as a result of his/her carrying out his/her duties as a director. The Independent Director may, at the Company's expense, seek independent legal or other professional advice where necessary to perform his/her duties and will be entitled to reimbursement of costs incurred in seeking such advice. In these circumstances, the Independent Director should discuss the issues concerned with the Chairman / Directors of the Company in advance.

10. **Confidentiality:**

The Independent Director agrees that both during and after the term of appointment, he/she will not use for his/her own, or for another's benefit, or disclose or permit the disclosure of any confidential information which he/she may acquire by virtue of his/her position as an Independent Director of the Company, including without limitation, any information about the deliberations of the Board. The restriction shall cease to apply to any confidential information which may (other than by reason of his/her breach of this condition), become available to the public generally.

11. **Insurance:**

The Company will continue to undertake the Directors' and Officers' ("D&O") liability insurance and it is intended to maintain such cover for the full term of the appointment. Details of the same can be obtained from the Company Secretary.

12. **Indemnity:**

The Directors are granted an indemnity from the Company in respect of liabilities incurred as a result of their office, to the extent permitted by law.

13. **Publication of Letter:**

In line with the provisions of Schedule IV to the Act, the letter of appointment will be open for inspection by any member of the Company.

14. **Governing Law:**

The appointment and the terms hereunder are governed by the laws of India.

15. **Relationship:**

- 15.1 This appointment letter constitutes neither a contract for services nor a service contract.
- 15.2 There will be no relationship of employer and employee as a consequence of appointment as a Director of the Company.

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16. **Authority:**

This letter of appointment is issued under the authority of the Board.

For **Reliance BP Mobility Limited**

Chairman of the Board

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