

**Annexure 'A'**

**TERM & CONDITIONS FOR APPOINTMENT OF NON-EXECUTIVE  
INDEPENDENT DIRECTORS OF FHEL**

**1. Term of Appointment**

You will be appointed as Non-executive independent director on the Board of M/s. Fresh & Healthy Enterprises Ltd., a wholly owned subsidiary of CONCOR, with effect from the date of acceptance of these terms and conditions. Your appointment is subject to approval of Shareholders as per provisions of Companies Act, 2013. Your appointment is also subject to the maximum permissible directorships that one can hold as per the provisions of the Companies Act, 2013.

Your tenure as Non-executive independent director will be co-terminus with your tenure as Director/CONCOR or unless otherwise decided by Board of Directors/CONCOR. The tenure will also be subject to provisions of Companies Act, 2013.

**2. Committee(s)**

The Board of Directors' of FHEL may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. Your appointment on such Committee(s) will be subject to the applicable regulations.

Presently, the Company has following two committees –:

- (i) Audit Committee; and
- (ii) Nomination and Remuneration Committee.

**3. Compliance with Board's Expectations**

As a Non-executive independent director, you are expected to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance and risk management as well as ensuring high standards of financial probity and corporate governance.

You are expected to attend Board, Board's committee(s) and Shareholders' meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively.

By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

**4. Role and Duties**

Your role and duties will be those normally required of a Non-executive independent director under the Companies Act, 2013. There are certain duties which are fiduciary in nature such as –:

- (i) You shall act in accordance with the Company's Articles of Association;
- (ii) You 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;
- (iii) You shall discharge your duties with due and reasonable care, skill and diligence;
- (iv) You shall not involve yourself in a situation in which you may have a direct or indirect interest that conflicts or possibly may conflict, with the interest of the Company. Please refer to clause 6 for full explanation on conflict of interest.
- (v) You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- (vi) You shall not assign your office as Director and any assignment so made shall be void.

Further, you are expected to follow Code of conduct/CONCOR adopted by Board members of FHEL.

**5. Remuneration**

You will be paid such remuneration by way of sitting fees for attending meetings of the Board or any of its committees as may be decided by Board, subject to provisions of Companies Act, 2013. The sitting fees presently being paid to Non-executive independent director is Rs 20,000/- per meeting of Board or any of its Committee meeting.

In addition to above, the Company will, for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred for participation in the Board and other meetings.

**6. Conflict of Interest**

It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form MBP-1.

In the event that your circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgement that you are independent, this should be disclosed immediately.

**7. Confidentiality**

You will maintain the confidentiality of information obtained during the period of your appointment unless legally mandated to be disclosed or authorized/required to be disclosed pursuant to a decision of Board or any of its committee(s), as prescribed under Code of conduct/CONCOR.

**8. Resignation**

You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice to the Board.