

GARWARE INDUSTRIES LIMITED

(FORMERLY KNOWN AS YOU AND ME ENTERPRISE LIMITED)

Registered Office: Naigaon, Post Waluj, Aurangabad – 431 133
Corporate Office: Garware House, 50-A, Swami Nityanand Marg, Vile Parle (East), Mumbai – 400 057

CIN: U74999MH2012PLC235072

The terms and Conditions of appointment of Independent Directors of the Company in accordance with requirements of Schedule IV of Companies Act, 2013.

Members of our Company have at their Extra Ordinary General Meeting held on 16th March 2015 appointed Mr. N. R Doshi and Mr. T. M. Parikh as an Independent Director of the Company w .e. f 16th March 2015.

Terms of Appointment of Independent Directors of Garware Industries Limited (the “Company”)

The Company has issued a letter of appointment to all independent Directors, setting terms of appointment .

The terms & Conditions of appointment stated in appointment letter cover the following:

1. Appointment/ Re-appointment

In accordance with the provisions of the Companies Act, 2013 and other applicable laws, you will serve as an Independent Director of the Board as set out in the appointment letter.

2. Board Committees

2.1 As advised by the Board, during the tenure of office, you may be required to serve on one or more of the Committees of the Board established by the Company.

2.2 Currently, the Board has Audit committee, Nomination and Remuneration Committee, Stakeholders Relationship Committee and Corporate Social Responsibility Committee.

3. Professional Conduct

As an Independent Director, you shall:

- (a) Uphold ethical standards of integrity and probity;
- (b) Act objectively and constructively while exercising your duties;
- (c) Exercise your responsibilities in a bonafide 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 may vitiate your exercise of objective independent judgment in the paramount interest of the Company as a whole, while concurring nor dissenting from the collective judgment of the Board in its decision-making
- (f) Not abuse your position to the detriment of the Company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person.
- (g) Refrain from any action that could lead to a loss of your independence;
- (h) Ensure that if circumstances arise under which you may lose your independence, you will immediately inform the Board accordingly;
- (i) Assist the Company in implementing the best corporate governance practices.

4. Functions, Responsibilities and Duties of Directors

4.1 Functions:

- (a) To review the Company's strategy, the annual financial plan and monitor the Company's performance:
- (b) To advice and counsel the Management:
- (c) To monitor and manage potential conflicts of interests of t he Management:
- (d) To oversee and ensure the integrity of financial information and legal compliance:

4.2 Responsibilities

Independent directors have the same general legal responsibilities to the company as that of any other director. The Board, as a whole, is collectively responsible for ensuring the success of the Company by directing and supervising the Company's affairs.

4.3 Duties

As an Independent Director, you shall:

- (a) Update and refresh your skills, knowledge and familiarity with the Company;
- (b) Seek appropriate clarification and, where necessary, seek and follow appropriate professional advice from external experts at the expense of the Company;
- (c) Strive to attend every meeting of the Board and of the Board committees of which you are a member;
- (d) Actively and constructively participate in the Board committees of the Board in which you may be a member or the Chairperson;
- (e) Strive to attend the general meetings of the Company;
- (f) Ensure that any concerns that you may have about the running of the Company are addressed by the Board and seek inclusion of these concerns in the Board minutes to the extent these concerns are not resolved;
- (g) Keep yourself well informed about the Company and the external environment in which it operates;
- (h) Not unfairly obstruct the functioning of an otherwise proper Board or committee;
- (i) Ensure that related party transactions are considered carefully before they are approved and are in the interest of the Company;
- (j) Ensure that the whistleblower function of the Company is functioning adequately;
- (k) Report concerns about unethical behavior, actual or suspected fraud or violation of the Company's Code of Conduct and Ethics;
- (l) Within your authority, assist in protecting the legitimate interests of the Company, shareholders and its employees;
- (m) Not disclose any confidential information unless such disclosure is expressly approved by the Board or required by law.

5. Entitlement

As an independent director, you would be entitled to the following:

- 5.1 Reimbursement of expenditure that may be incurred in travelling to attend the Board meetings and other committee meetings of the Company, stay and out-of-pocket expenses that are incurred during the days of the Board and committee meetings.
- 5.2. The Sitting fees for attending meetings of the Board and meeting of the Committees of the Board of Directors of the Company as may be approved and amended by the Board by time to time in accordance of the Companies Act, 2013 and the rules made thereunder.

6. Term

Subject to applicable law, as an independent director, you are eligible to serve for a period of 5 (Five) consecutive years.

7. Disclosure of Interest

Pursuant to the provisions of Section 2(76) of the Companies Act, 2013, you will be regarded as a related party and thus attracting the provisions of Section 188 of the Companies Act read with Rule 15 of the Companies (Meeting of Board & its Powers) Rules -2014 and Clause 49(VII) of the Listing Agreement with Bombay Stock Exchange Limited. In case you wish to enter into any contract/arrangement for transaction as mentioned in subsection (1) of Section 188 of the Companies Act, 2013, you have to furnish the requisite details to the Board as to the transaction and ensure compliance under Section 188/189 of the Companies Act read with Rule – 15 of the Companies (Meeting of Board & its Powers) Rules 2014 and Clause 49 (VII) of the Listing Agreement before acting on the proposed contract/arrangement with the Company.

8. Publication of Letter:

In line with the provisions of Schedule IV of the Act, the letter of appointment will be open for inspection by any member and Company will also post the terms & Conditions of the appointment on the Company's website.
