

DRAFT APPOINTMENT LETTER TO INDEPENDENT DIRECTORS

Date:

..... (Name of Independent Director)

Sub: Appointment as a Non-Executive Independent Director for a term of five years

Dear Sir/ Madam,

We are pleased to inform you that upon the recommendation of Nomination and Remuneration Committee, approval of the Board of Directors of Prime Focus Limited (the “**Company**” or “**PFL**”) and approval of Shareholders of the Company at the Annual General Meeting held on September 30, 2024, you are being appointed as an Independent Director on the Board of the Company.

Your appointment and tenure as an Independent Director will be consistent with the applicable provisions of the Companies Act, 2013 (the “Act”) and SEBI (Listing Obligations and Disclosure Requirements) Regulation, 2015 (“Listing Regulations”) (as may be amended from time to time).

You may also note that:

- a) During your tenure as an Independent Director, you will have to submit a declaration at the beginning of every Financial Year under Section 149 (7) of the Act stating that you meet the criteria of Independence as provided in Section 149(6) of the Act and Regulation 25(8) of the Listing Regulations.
- b) So long as you are an Independent Director of the Company, the number of companies in which you hold office as a Director or a Chairman or Committee member will not exceed 20 (out of which not more than 10 shall be public), 5 and 10 respectively as stipulated under the Act and the Listing Regulations.
- c) You shall not serve as an Independent Director in more than 7 listed companies and in case you are serving as Whole-Time Director in any listed company, you shall not serve as Independent Director in more than 3 listed companies.
- d) So long as you are an Independent Director of the Company, you will ensure that you do not get disqualified to act as a Director pursuant to the provisions of Section 164 of the Act.

Immediately after your appointment, you will be invited to attend a Familiarization programme which may include briefings from management and site visits.

The term Independent Director should be construed as defined under the Act and the Listing Regulations as may be amended from time to time.

The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the relevant provisions of the Act, the Code for Independent Directors laid out in Schedule IV to the Act and the Listing Regulations. Accordingly, all Independent Directors will serve for not more than two terms of five years each on the Board of the Company and may at its discretion discontinue the appointment of Non-Executive Independent Director earlier if necessary, in compliance of relevant provisions of the Act and the Listing Regulations.

Kindly accept these terms of appointment as a non- executive Independent Director of PFL, by signing and returning to a copy of this letter.

Thanking you,

Yours faithfully,
For Prime Focus Limited

Parina Shah
Company Secretary and Compliance Officer

Encl: a/a

I hereby acknowledge receipt of and accept the terms set out in this letter.

Signed

Dated

TERMS AND CONDITIONS OF APPOINTMENT

1. COMMITTEES

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

2. GUIDELINES FOR CONDUCT

As an independent director you shall:

- a) uphold ethical standards of integrity and probity;
- b) act objectively and constructively while exercising your duties and exercise your duties with due and reasonable care, skill and diligence;
- c) exercise responsibilities in a *bona fide* 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 will vitiate the exercise of objective independent judgment or result in a conflict of interest of the company while concurring in or 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 would lead to loss of your independence;
- h) where circumstances arise which make you lose your independence, the matter must immediately be informed to the Board accordingly;
- i) assist the company in implementing the best corporate governance practices.
- j) Act in accordance with Company's Articles of Association.

3. FUNCTIONS AND RESPONSIBILITIES

As an independent director you shall:

- a) help in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
- b) bring an objective view in the evaluation of the performance of board and management;
- c) scrutinise the performance of management in meeting the agreed goals and objectives and monitor the reporting of performance;

- d) satisfy yourself on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
- e) safeguard the interests of all stakeholders, particularly the minority shareholders;
- f) balance the conflicting interest of the stakeholders;
- g) determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management;
- h) moderate and arbitrate in the interest of the company as a whole, in situations of conflict between management and shareholder's interest.

4. DUTIES

As an independent director you shall-

- a) undertake appropriate induction and regularly update and refresh your skills ,knowledge and familiarity with the company;
- b) seek appropriate clarification or amplification of information and where necessary, take and follow appropriate professional advice and opinion of outside experts;
- c) strive to attend all meetings of the Board of Directors and of the Board committees as a member;
- d) participate constructively and actively in the committees of the Board in which you are chairperson/s or member/s;
- e) strive to attend the general meetings of the company;
- f) where there are concerns about the running of the company or a proposed action, ensure that these are addressed by the Board;
- g) keep yourselves well informed about the company and the external environment in which it operates;
- h) not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;
- i) pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure yourself that the same are in the interest of the company;
- j) ascertain and ensure that the company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;
- k) report concerns about unethical behaviour, actual or suspected fraud or violation of the company's code of conduct or ethics policy;
- l) act within your authority to assist in protecting the legitimate interests of the company, shareholders and its employees;
- m) not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

Your role and duties will be those normally required of a Non-Executive Independent Director under the Act and the Listing Regulations.

5. CODE OF CONDUCT AND DUTIES AND RESPONSIBILITIES

You will abide by the Company's Code of Ethics, Conduct applicable to Directors and already intimated to you and adhere to the business principles and guidelines of professional conduct to the extent applicable to an Independent Director of the Company.

6. STATUS OF APPOINTMENT & REMUNERATION

You will not be an employee of the Company and shall be paid such remuneration by way of sitting fees for meetings of the Board and its Committees or such reimbursement of expenses for attending the meeting/s and any other commission etc. as may be decided by the Board and approved by the Shareholders as may be deemed necessary from time to time.

7. 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 commencing, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment.

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 regarding your independent status, this should be disclosed to both the Board and the Company Secretary immediately.

The Company is required to disclose in its Annual Accounts a note of any material interest that a Director may have in any transaction or arrangement that the Company has entered into. Such interest should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contracts with a particular person, firm or company is therefore required on an annual basis and thereafter as and when the interest arises.

8. CONFIDENTIALITY

All information acquired during your appointment is confidential to Company and should not be released, either during your 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, you shall surrender any documents and other materials made available to you by Company.

Your attention is also drawn to the requirements under the applicable regulations of the Insider Trading Code which concern the disclosure of price sensitive information and dealing in the securities of Company. Consequently you should avoid making any statements or performing any transactions

that might risk a breach of these requirements without prior clearance from the Chairman or the Company Secretary & Compliance Officer.

9. DIRECTORS AND OFFICERS (D&O) LIABILITY INSURANCE:

The Company has in place Directors & Officers (D&O) Liability Insurance policy to protect the individual directors and officers in respect of personal liabilities arising out of their wrongful acts, committed in the course of their official duty. These wrongful acts can be actual or alleged breach of duty, breach of trust, neglect, error, misstatement, misleading statement, omission.

10. EVALUATION

The evaluation of the performance of the Independent Director shall be done by the entire Board of Directors, excluding the director being evaluated. On the basis of the report of performance evaluation, it shall be determined whether to extend or continue the term of appointment and reappointment. This is as stipulated by the relevant provisions of the Act and any other applicable laws, rules, regulations, if any.

11. TERMINATION

- a. You may resign from your position at any time and should you wish to do so, you are requested to serve a written notice on the Board.
- b. Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.
- c. Continuation of your appointment for another term of 5 years is contingent on your getting re-elected by the shareholders in accordance with provisions of Act, and the Articles of Association of the Company, from time to time in force. You will not be entitled to compensation if the shareholders do not re-elect you at any time.

12. GOVERNING LAW

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

This letter constitutes neither a contract for services nor a service contract.