



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

Shri Pradipta K Mohapatra and Shri K Sudarshan have been appointed as Independent Directors of the Company by the members at their Extra-Ordinary General Meeting held on 20th May, 2015.

Terms and conditions of appointment of Independent Directors:

I. Term:

The appointment of each of the Independent Directors is for a term commencing from March 25, 2015 upto March 24, 2018 (the "Termination Date"). Unless the Appointment is renewed on or prior to the Termination Date, the Director will cease to hold office as an Independent Director of the Company immediately after the Termination Date.

II. Other Terms and Conditions:

1. Committees:

1.1 During the Appointment, the Independent Director may be required to serve on one or more committees of the Board including Audit Committee, Nomination and Remuneration Committee and other Committees as the Board may decide.

1.2 He is appointed as 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 believes that his independence will be in doubt, he should discuss the same with the Chairman of the Company as soon as practicable.

2. Duties and Liabilities:

2.1 The Independent Director will perform his fiduciary duties in a responsible manner and his duties and responsibilities to the Company will at par with other Non-Executive Directors.

2.2 The Independent Director shall act in accordance with the Articles of Association of the Company and while discharging his duties, comply with the requirements of Section 166 and Schedule IV to the Companies Act 2013 ("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 knowledge, attributable through Board processes and with his consent or where he has not acted diligently.

3. Code for Independent Directors:

3.1 The Company has relied on the declaration of the Independent Director that he meets the criteria of independence as provided in Section 149(6) of the Act.

3.2 The Independent Director will be required to abide by the guidelines as to professional conduct for Independent Directors as set out in Section 149(8) read with Schedule IV to the Act.

4. Restrictions:

4.1 During the term of Appointment, the Independent Directors are 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 duties with the Company. In the event that Independent Director becomes aware of any potential conflicts of interest, or in case of doubt, he should consult the Chairman of the Company as soon as practicable.

5. Time Commitment:

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

6. Training and Development:

6.1 The Independent Director will be invited to attend ongoing training and familiarization sessions for Directors.

- 6.2 The Board members are provided with necessary documents / brochures, reports and internal policies to enable them to familiarize with the Company's procedures and practices.
- 6.3 Periodic presentations are made at the Board and Board Committee meetings, on business and performance updates of the Company, global business environment, business strategy and risks involved.
- 6.4 Quarterly updates on relevant statutory changes and landmark judicial pronouncements encompassing important laws are 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 Independent Directors' services, Independent Directors will be entitled to such remuneration as may be decided by the Board of Directors from time to time.

9. Expenses:

In addition to the remuneration stated in the preceding paragraph, the Company will reimburse Independent Director or bear and pay, all travel, accommodation or other expenses incurred as a result of him carrying out his 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 duties and will be entitled to reimbursement of costs incurred in seeking such advice. In these circumstances, he should discuss the issues concerned with the Chairman of the Company in advance.

10. Confidentiality:

The Independent Director agree that both during and after the term of appointment, he will not use for his own, or for another's benefit, or disclose or permit the disclosure of any confidential information relating to the Company, subsidiary or any group or associate companies of the Company, which he may acquire by virtue of his position as an Independent Director, 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 the director's breach of his term), become available to the public generally.

11. Insurance:

The Company has Directors' and Officers' ("D&O") liability insurance and it is intended to maintain such cover for the full term of the Appointment.

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 an Independent Director of the Company.

16. Authority:

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

For Reliance Retail Limited

Director