

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

Terms and conditions of appointment of Independent Directors:

1. Term:

Shri Shobhan Thakore has been appointed as an Independent Director of the Company for a term of 3 (three) consecutive years by the members at their Extraordinary General Meeting held on November 03, 2025. The Appointment is for a term commencing from October 10, 2025 upto October 09, 2028 (the “End Date”).

Shri Shiv Kumar Bhardwaj has been appointed as an Independent Director of the Company for a term of 3 (three) consecutive years by the members at their Extraordinary General Meeting held on November 03, 2025. The Appointment is for a term commencing from October 10, 2025 upto October 09, 2028 (the “End Date”).

2. Committees:

2.1 During the Appointment, the Independent Director may be required to serve on one or more of the Committees of the Board, as the Board may decide.

2.2 The Independent Director are 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 Independent Director believe that his/her independence will be in doubt, Independent Director should discuss the same with the Board of Directors of the Company as soon as practicable.

3. Duties and Liabilities:

3.1 Independent Director will perform his/her fiduciary duties in a responsible manner and his/her general legal responsibilities to the Company will be at par with a non-executive director.

3.2 Independent Director shall act in accordance with the Articles of Association of the Company and while discharging his/her duties, comply with the requirements of Section 166 and Schedule IV of the Companies Act, 2013 (“the Act”).

3.3 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 has not acted diligently.

4. Code for Independent Directors:

4.1 The Company has relied on his/her declaration that he/she meets the criteria of independence as provided in Section 149(6) of the Act.

4.2 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.

- 4.3 Independent Director will be required to comply with applicable provisions of the code of conduct of the Company.

5. Restrictions:

During the term of Appointment, Independent Director 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/her duties with the Company. In the event that Independent Director become aware of any potential conflicts of interest, or in case of doubt, please consult the Board of Directors of the Company as soon as practicable.

6. Time Commitment:

By accepting the Appointment, Independent Director confirm 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, Independent Director will be expected to devote appropriate preparation time ahead of each meeting.

7. Training and Development:

- 7.1 Independent Director will be invited to attend ongoing training and familiarization sessions for Directors including site visits.
- 7.2 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.
- 7.3 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.
- 7.4 Quarterly updates on relevant statutory changes and landmark judicial pronouncements encompassing important laws are regularly circulated to Directors.

8. Evaluation Process:

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

9. Remuneration:

In consideration of Independent Director services, he/she will be entitled to such remuneration as may be decided by the Board of Directors from time to time.

10. Expenses:

In addition to the remuneration stated in the preceding paragraph, the Company will reimburse him/her, or bear and pay, all travel, accommodation or other expenses incurred as a result of he/she is carrying out his/her duties as a director.

He / She 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, Independent Director should discuss the issues concerned with the Board of Directors of the Company in advance.

11. Confidentiality:

Independent Director agree 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 relating to the Company, subsidiary or any group or associate companies of the Company, which he/she may acquire by virtue of his/her 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 this term), become available to the public generally.

12. 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. Independent Director may obtain details of such insurance from the Board of Directors of the Company.

13. Indemnity:

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

14. Publication of Letter:

In line with the provisions of Schedule IV to the Act, his/her letter of appointment will be open for inspection by any member and the Company may also post the generic copy of this letter on the Company's website, if any.

15. Governing Law:

The Appointment and the terms hereunder are governed by the laws of India, and subject to jurisdiction of Courts in Mumbai.

16. Relationship:

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

16.2 There will be no relationship of employer and employee as a consequence of his/her Appointment as a director of the Company.

17. Authority:

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

18. Counterparts:

This letter of Appointment is issued in two counterparts and independent Director is requested to sign and return one counterpart in token of his/her acceptance of the terms and conditions contained in this letter of Appointment.

For Reverie Language Technologies Limited

Director