

Iberia Pharmaceuticals India Limited

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

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The terms and Conditions of the appointment, which shall, in any event be subject to the provisions of the Companies Act, 2013, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('Listing Regulations') and the Articles of Association of the Company, are set out below.

The broad terms and conditions of their appointment as Independent Directors are reproduced hereunder:

Terms of Appointment

1. The appointment will be for the period mentioned against the respective names ("**Term**"). The Company may remove Independent Directors before the completion of the Term, subject to compliance with the relevant provisions of the Companies Act 2013 and the Articles of Association of the Company.
2. In compliance with Section 149(13) of the Companies Act, 2013, Independent Directors are not liable to retire by rotation.
3. Re-appointment at the end of the Term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the shareholders. The Board would consider the re-appointment based on the outcome of the performance evaluation process and the directors continuing to meet the independence criteria.
4. The directors may be requested to be a member/Chairman of any one or more Committees of the Board which may be constituted from time to time.
5. The appointment may be terminated in accordance with the provisions of the Articles of Association of the Company or on failure to meet the parameters of independence as defined in Section 149(6) or Listing Regulations or on the occurrence of any event as defined in Section 167 of the Companies Act, 2013. Upon termination or upon resignation for any reason, duly intimated to the Company, Independent Directors will not be entitled to any compensation for loss of office.

Resignation

Independent Directors may resign from their positions at any time and, if they wish to do so, are requested to serve reasonable written notice on the Board. Under the Companies Act, 2013, they are required to file a copy of their resignation letter with the Registrar of Companies.

Time commitment

Independent Directors agree to devote such time as is prudent and necessary for the proper

performance of their role, duties, and responsibilities as Independent Directors.

Role, duties, and responsibilities

As members of the Board, they, along with the other Directors, will be collectively responsible for meeting the objectives of the Board, which include:

- a. Requirements under the Companies Act, 2013, read with Schedule IV to the Companies Act, 2013.
- b. "Responsibilities of the Board" as outlined in the Corporate Governance requirements as prescribed by the Stock Exchanges under Regulation 4(2)(f) of Listing Regulations.
- c. Accountability under the Director's Responsibility Statement.
- d. The role and duties of Independent Directors will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013, and Listing Regulations. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as follows:
 - i. They shall act in accordance with the Company's Articles of Association.
 - ii. They shall act in good faith 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. They shall discharge their duties with due and reasonable care, skill, and diligence.
 - iv. They shall not involve themselves in a situation in which they may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
 - v. They shall not achieve or attempt to achieve any undue gain or advantage either to themselves or to their relatives, partners, or associates.
 - vi. They shall not assign their office as Director, and any assignments so made shall be void.

In addition to the above requirements, the Board of Directors also expects Independent Directors to perform the following functions:

- i. Constructively challenge and help develop proposals for the Company's growth strategy.
- ii. Evaluate the performance of management in meeting agreed goals and objectives.

- iii. Satisfy themselves on the integrity of financial information and that financial controls and systems of risk management are effective and defensible.
- iv. Determine appropriate levels of remuneration of Executive Directors and play a prime role in appointing, and where necessary, removing Executive Directors, and in succession planning.
- v. Take responsibility for the processes for accurately reporting on performance and the financial position of the Company.
- vi. Keep Governance and Compliance with the applicable legislation and
- vii. Regulations under review and the conformity of the Company's practices to accepted norms.

Liabilities

Though the board as a whole is collectively responsible for promoting the success of the Company by directing and supervising its affairs responsibly and effectively, in their capacity as an Independent Director they will be held liable in respect of such acts of omission or commission by a company which had occurred with their knowledge, attributable through board processes and with their consent or connivance of where they have not acted diligently.

Any breach of duties specified or expected of them as an Independent Director may expose them to penal consequences as specified under the Companies Act, 2013, or any applicable law in force.

Status of Appointment and Remuneration

1. Independent Directors will not be employees of the Company, and their appointment letter shall not constitute a contract of employment. They will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the Board. In addition to the sitting fees, any commission determined by the Board may also be payable to them. In determining the amount of this commission, the Board, supported by the Nomination and Remuneration Committee, may consider the Company's performance and the Board's evaluation of its performance.
2. Independent Directors have no entitlement to any bonus during the appointment and no entitlement to participate in any employee stock option scheme operated by the Company or any Group Company.

Reimbursement of Expenses

The Company may pay or reimburse the Director for any expenditure incurred by the Director while performing their role as an Independent Director of the Company. This could include reimbursement

of expenditure incurred by them for accommodation, travel and any out of pocket expenses for attending Board/ Committee Meetings, General Meetings, Court Convened Meetings, Meetings with Shareholders/Creditors/Management, site visits, induction and training (organized by the Company for Directors) and in obtaining, subject to the expense being reasonable, professional advice from independent advisors in the furtherance of their duties as Independent Directors.

Independent Professional Advice

There may be occasions when Independent Directors consider that they need professional advice in furtherance of their duties as Directors, and it will be appropriate for them to consult independent advisers at the Company's expense. The Company will reimburse the full cost of expenditure incurred in accordance with the Company's policy.

Training and Development

The Company may, if required, conduct a formal training program for its Independent Directors. The Company may, as required, support Directors in continually updating their skills and knowledge and in improving their familiarity with the Company and its business. The Company will fund and arrange training on all matters common to the whole Board.

Conflict of Interest

1. It is accepted and acknowledged that Independent Directors may have business interests in the Company. As a condition of appointment, they are required to declare any such directorships, appointments, and interests to the Board in writing, in the prescribed form, at the time of appointment.
2. If 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 they are independent, this should be disclosed to both the Chairman and the Company Secretary.
3. They shall not participate in any business activity that might impede the application of their independent judgment in the best interest of the Company.

Performance Appraisal / Evaluation Process

As members of the Board, their performance as well as the performance of the entire Board and its Committees will be evaluated annually. Evaluation of each director shall be done by all the other directors. The evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board / Committee.

Disclosure of other directorships and business interests

1. During their Term, Independent Directors agree to promptly notify the Company of any change in their directorships, and provide such other disclosures and information as may be required under the applicable laws. They also agree that, upon becoming aware of any potential conflict of interest arising from their position as Independent Directors of the Company, they shall promptly disclose it to the Chairman and the Company Secretary.
2. During their Term, Independent Directors agree to promptly provide a declaration under Section 149(7) of the Companies Act, 2013 and Listing Regulations, upon any change in circumstances which may affect their status as an Independent Director.

Changes of personal details

During the Term, Independent Directors shall promptly inform the Company Secretary and the Registrar of Companies in the prescribed manner of any change in address or other contact and personal details provided to the Company.

Code of Conduct

During the appointment, Independent Directors are required to comply with relevant regulations as contained in Schedule IV under the Companies Act, 2013, including the following codes of conduct of the Company:

1. Code of Conduct for Board of Directors and Senior Management,
2. Code of Practices and Procedures for Fair Disclosure of UPSI
3. Code of conduct to regulate, monitor, and report trading by designated persons and immediate relatives of designated persons

Termination

- Either party may terminate the appointment as an Independent Director by giving at least 30 days' prior notice.
- Appointment as an Independent Director shall be terminated immediately in the following cases:
 - a. They are appointed to the Board of Directors of any other competitor of the Company in any jurisdiction without the prior written consent of the Board of Directors.
 - b. they incur disqualifications specified under section 149(6), 164 of the Companies Act, 2013, Regulation 16(1)(b) of SEBI Listing Regulations or any other provisions contained therein, or by virtue of an order of the Court/Tribunal of competent jurisdiction in any

- proceeding unless they prefer an appeal against the order of the Court/ Tribunal.
- c. they breach the terms & conditions on which they are appointed.

Confidentiality

1. All information acquired during the appointment is confidential to the Company and shall not be released, either during the appointment or following termination (by whatever means), to third parties without prior clearance from the Company unless required by law or by the rules of any stock exchange or regulatory body. On reasonable request, Independent Directors shall surrender any documents and other materials made available to them by the Company.
2. Attention is also drawn to the requirements under the applicable regulations and the Company's Insider Trading Code, which concern the disclosure of price-sensitive information and dealing in the securities of the Company. Consequently, Independent Directors should avoid making any statements on performing any transactions that might risk a breach of these requirements without prior clearance from the Chairman or the Company Secretary.
3. The obligation of confidentiality shall survive cessation of their respective directorship with the company, publication of the letter of appointment. In line with the provisions of Clause IV(6) of Schedule IV to the Companies Act, 2013, and the Listing Regulations, the Company will make public the terms and conditions of appointment of Independent Directors and will also arrange for them to be displayed on the Company's website.

General

The appointment of Independent Directors and any non-contractual obligations arising therefrom shall be governed by and construed in accordance with the laws of India. The parties agree to submit to the exclusive jurisdiction of the courts of New Delhi.

Any change in the governing laws affecting the contents in these documents shall prevail. Further, the Board of Directors is authorized to amend the documents to give effect to any changes/amendments notified by the Ministry of Corporate Affairs, the Securities and Exchange Board of India, or any appropriate authority from time to time.

Particular	Details
Policy Name	Terms & Conditions of Appointment of Independent Directors
Regulatory Reference	SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (LODR)
Applicable Regulation	Regulation 17 and Schedule IV – Independent Directors
Adopted On	21-Jan-26
Approved On	21-Jan-26
Version	Version 1.0
Drafted By	CS & Legal Department
Approved By	Board of Directors