HD FIRE PROTECT LIMITED

(formerly known as HD Fire Protect Private Limited)

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTOR

[Pursuant to provisions of Schedule IV of Companies Act, 2013]

The broad terms and conditions of appointment of Independent Directors are:

1. Appointment

In accordance with the provisions of the Companies Act, 2013 (the "Act"), the Rules made thereunder, and Schedule IV to the Act, an Independent Director may be appointed to the Board of Directors of the Company for a term of up to five consecutive years, subject to approval by the shareholders and provided the individual continues to meet the criteria of independence as prescribed under the Act.

Such appointment shall be subject to the limits on the number of directorships permissible under applicable law. Independent Directors are not liable to retire by rotation.

The term "Independent Director" shall be interpreted in accordance with the definition provided under the Act.

2. Committees

An Independent Director may be invited by the Board to join one or more Committees during their tenure. Upon such appointment, the relevant Committee charter outlining its scope and responsibilities will be provided.

3. Time Commitment

As an Independent Director, you are expected to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management as well as ensuring high standards of financial probity and corporate governance. The Board meets at least four times a year. You will be expected to attend Board meetings, meetings of the Committee to which you may be appointed and Shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively.

By accepting this appointment, you confirm that you can allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

4. Professional Conduct

As an Independent Director, we look forward to your adherence to the following principles:

a) Uphold high ethical standards of integrity and probity
b) Act objectively and constructively in your duties
c) Act in good faith in the best interest of the Company
d) Allocate adequate time for informed decision-making
e) Maintain objectivity and independence, especially during deliberations
f) Avoid any misuse of your position for personal or third-party gain
g) Refrain from any actions that compromise your independence
h) Inform the Board should your independence be affected
i) Assist the Company in strengthening corporate governance practices

5. Duties

Your responsibilities as an Independent Director include, but are not limited to:

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 at the expense of the company;

c) strive to attend all meetings of the Board of Directors and of the Board committees of which you are a member;

d) participate constructively and actively in the committees of the Board in which you are a chairperson or member;

e) strive to attend the general meetings of the company;

f) where you have concerns about the running of the company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that the concerns are recorded in the minutes of the Board meeting;

g) keep yourself 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 behavior, actual or suspected fraud or violation of the company's code of conduct or ethics policy;

l) acting within your authority, 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.

6. Status of Appointment and Remuneration

You will not be an employee of the Company, and this letter does not constitute a contract of employment. As an Independent Director, you will be entitled to a sitting fee of ₹50,000 for each Board and Committee Meeting attended, excluding CSR Committee meetings. Additionally, the Company will reimburse reasonable travel, accommodation, and other incidental expenses incurred in the performance of your duties.

Independent Directors may also be eligible for an annual profit-linked commission, as determined by the Nomination and Remuneration Committee and approved by the Board. This commission may be calculated at up to 1% of the Company's profit before tax and shall be distributed among the Independent Directors, over and above the sitting fees and reimbursements.

The total annual compensation payable to each Independent Director shall be determined by the Board and is subject to periodic review to ensure fairness and alignment with the responsibilities of the role.

7. Confidentiality

All information acquired during your appointment is confidential 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 authorities. On reasonable request, you shall surrender any documents and other materials made available to you by the Company. Your attention is also drawn to the requirements under the applicable regulations and the Code of Conduct for Board Members and Senior Management. Consequently, you should avoid making any statements or performing any transactions that might risk a breach of these requirements.

8. Disclosures, other directorships and business interests

During their tenure, Independent Directors shall promptly notify the Company of any changes in their directorships and provide such disclosures and information as may be required under applicable laws. They shall also disclose any potential conflict of interest with their role as Independent Director to the Chairman and the Company Secretary as soon as they become aware of it.

9. Changes in personal details

During the term of their appointment, Independent Directors shall promptly inform the Company Secretary and the Registrar of Companies, in the prescribed manner, of any changes to their address or other contact and personal details previously provided to the Company.

10. Familiarization Program

Immediately after your appointment, a familiarization program shall be undertaken for you to enable you to understand the business of the Company including a one-to-one interaction on the organizational set up, the functioning of various divisions / departments, the Company's market share and the markets in which it operates, governance and internal control processes and other relevant information pertaining to the Company's business.

11. Disengagement

You may resign from your position at any time, and should you wish to do so, you are requested to serve a reasonable written notice along with reason to the Board.

The Board also reserves the right to terminate the appointment in accordance with the provisions of the Companies Act, 2013.

12. Jurisdiction

This agreement 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.