

## **Terms and Condition of appointment of Independent Directors**

In accordance with the requirements of the Companies Act, 2013 and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, the terms and conditions of appointment of Independent Directors are reproduced hereunder:

### **1. Appointment**

The term of appointment of an Independent Director shall be for 5 years from the date of appointment in the board meeting of the Company, subject to the approval of members at the general meeting. The Independent Directors shall not be liable to retire by rotation.

Re-appointment of an Independent Director 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 members. Re-appointment would be considered based on the outcome of the performance evaluation process and independence criteria.

### **2. Code of Conduct, Role, Duties and Responsibilities**

- A. As a member of the Board, an Independent Director along with the other Directors, will be collectively responsible for meeting the objectives of the Board, outlined under the Companies Act, 2013 and Corporate Governance requirements under SEBI (LODR) Regulations, 2015.
- B. They shall abide by the '**Code for Independent Directors**' as provided under Schedule IV of the Companies Act, 2013.
- C. Independent Directors are prohibited from dealing in the Company's shares during the period the trading window is closed, and are required to comply with SEBI (Prevention of Insider Trading) Regulations, 2015.
- D. As an Independent Director they are expected to bring objectivity and independence of view to the Board's discussions and to provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management as well as ensuring high standards of corporate governance. They are expected to attend Board and Committees meetings to which they are appointed including separate meetings of the Independent Directors and Shareholders Meeting and / or of such nature and to devote such time as appropriate to discharge your duties effectively and work on various Committees as well.

### **3. Remuneration**

Subject to the provisions of the Companies Act, 2013, SEBI LODR Regulations and other applicable laws, an Independent Director shall be paid sitting fees for attending the Board and Committees meetings to which they are appointed. As per the provisions of the law, an Independent Director shall not be entitled to any stock options.

**DUDIGITAL GLOBAL LIMITED**

**CIN: L74110DL2007PLC171939**

**Registered Address: C-4, SDA Community Centre, Hauz Khas, New Delhi - 110016**

**Contact No: 011-40450533, Website: [www.dudigitalglobal.com](http://www.dudigitalglobal.com), E-mail: [cs@dudigitalglobal.com](mailto:cs@dudigitalglobal.com)**

Further, the Company may pay or reimburse to the Director such expenditure, as may have been incurred by them while performing their role as Independent Directors 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 (organised 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.

#### **4. D & O Insurance**

Dudigital Global Limited has appropriate Directors' and Officers' (D & O) Liability Insurance policy and it is intended to maintain such insurance cover for the term of their appointment, subject to the terms of such policy in force from time to time. A copy of the policy document is provided to the Independent Director on request.

#### **5. Training and Development**

The Company may, if required, conduct formal training program for its Independent Directors, which may include any or all of the following:

- a. Board roles and responsibilities, whilst seeking to build working relationship among the Board members. Company's vision, strategic direction, core values, ethics and corporate governance practices.
- b. Familiarization with financial matters, management team and business operations.
- c. Meetings with stakeholders, visits to business locations and meetings with senior and middle management.

The Company may, as may be required, support Directors to continually update their skills and knowledge and improve their familiarity with the Company and its business. The Company will fund/ arrange for training on all matters which are common to the whole Board.

#### **6. 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 criteria for evaluation shall be disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board/Committee.

#### **7. Disclosures, other directorships and business interests**

During their term, they 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 with their position as Independent Directors of the Company, they shall promptly disclose the same to the Chairman and the Company Secretary.

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During their term, they agree to promptly provide a declaration under Section 149(7) of the Act, upon any change in circumstances which may affect their status as an Independent Director.

#### **8. Changes of personal details**

During their term, they shall promptly intimate 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.

#### **9. Disengagement**

They may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by them in the notice, whichever is later.

Their directorship on the Board of the Company shall cease in accordance with law. The Company may disengage Independent Directors prior to completion of their term (subject to compliance of relevant provisions of the Act and SEBI (LODR) Regulations 2015) upon:

- Violation of any provision of the Code of Conduct as applicable to NEDs.
- Upon the director failing to meet the criteria for independence as envisaged in the Act or the SEBI LODR Regulations.

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\*Reviewed vide resolution of the Audit Committee dated August 22<sup>nd</sup> 2025

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