DAULAT SECURITIES LIMITED

Terms and Conditions of Appointment of Independent Directors

The terms and conditions of appointment of the Independent Directors of Daulat Securities Limited are subject to the applicable provisions of the Companies Act, 2013, the rules made thereunder, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulations"), the Articles of Association of the Company, and such other applicable laws, rules and regulations as may be amended from time to time.

1. Appointment

The Independent Director is appointed as a Non-Executive Independent Director of the Company for the term approved by the shareholders of the Company. The appointment is not a contract of employment and does not confer any right to permanent employment with the Company.

2. Role, Duties and Responsibilities

The Independent Director shall perform the duties and responsibilities prescribed under the Companies Act, 2013, the SEBI Listing Regulations and other applicable laws, including but not limited to:

- Upholding high standards of integrity and ethical conduct.
- Acting objectively and constructively while exercising duties.
- Bringing independent judgment on matters relating to strategy, performance, risk management, internal controls, governance and financial reporting.
- Safeguarding the interests of all stakeholders, particularly minority shareholders.
- Ensuring that adequate systems are in place for financial controls, compliance and risk management.
- Participating actively in meetings of the Board and its Committees.
- Reporting concerns regarding unethical behaviour, actual or suspected fraud, or violation of the Company's Code of Conduct or applicable laws.

3. Time Commitment

The Independent Director is expected to devote such time as may be necessary for the proper performance of duties, including attendance at meetings of the Board, Committees of the Board, Independent Directors' meetings, General Meetings and such other meetings as may be required.

4. Committees

The Board may nominate the Independent Director to serve on one or more Committees of the Board, subject to the requirements of applicable laws and the needs of the Company. The terms of reference of such Committees shall be governed by the applicable statutory provisions and the respective Committee Charters.

5. Fiduciary Duties

The Independent Director shall discharge fiduciary responsibilities in accordance with the provisions of the Companies Act, 2013 and shall act in good faith in order to promote the objects of the Company for the benefit of its stakeholders as a whole.

6. Remuneration

The Independent Director may receive sitting fees for attending meetings of the Board and its Committees, reimbursement of expenses incurred in connection with participation in such meetings, and profit-related commission, if any, subject to the applicable provisions of the Companies Act, 2013, the rules made thereunder, the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, and other applicable laws.

Any such fees, remuneration or commission shall be determined and approved by the Board of Directors and, wherever required, by the members of the Company, in accordance with applicable law. The Independent Director shall not be entitled to participate in any stock option scheme of the Company, in accordance with the applicable provisions of law.

7. Code of Conduct

The Independent Director shall comply with:

- the Company's Code of Conduct for Directors and Senior Management;
- the Code for Independent Directors as prescribed under Schedule IV of the Companies Act, 2013;

- the Company's Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information;
- the Company's Code of Conduct under the SEBI (Prohibition of Insider Trading) Regulations, 2015; and
- all other applicable policies adopted by the Company from time to time.

8. Confidentiality

The Independent Director shall maintain the confidentiality of all confidential information acquired during the tenure of appointment and shall not disclose such information except where required by law or where authorised by the Board.

This obligation shall continue even after cessation of office.

9. Conflict of Interest

The Independent Director shall promptly disclose any actual or potential conflict of interest and shall comply with the applicable provisions of the Companies Act, 2013, the SEBI Listing Regulations and the Company's policies relating to disclosure of interests.

10. Evaluation

The performance of the Independent Director shall be evaluated in accordance with the provisions of the Companies Act, 2013, the SEBI Listing Regulations and the Nomination and Remuneration Policy of the Company.

11. Resignation and Removal

The appointment may be terminated by resignation or removal in accordance with the provisions of the Companies Act, 2013, the Articles of Association of the Company and other applicable laws.

12. Governing Law

The appointment and these terms and conditions shall be governed by and construed in accordance with the laws of India.

These terms and conditions are subject to alteration, amendment or modification in accordance with applicable laws, statutory amendments and the policies of the Company, as may be approved by the Board of Directors from time to time.