

**TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS OF  
LENSKART SOLUTIONS LIMITED  
(FORMERLY KNOWN AS LENSKART SOLUTIONS PRIVATE LIMITED)**

**1. Professional Conduct**

As an Independent Director of the Company, you shall:

- i. uphold ethical standards of integrity and probity;
- ii. act objectively and constructively while exercising your duties;
- iii. exercise your responsibilities in a bona fide manner in the interest of the Company;
- iv. devote sufficient time and attention to your professional obligations for informed and balanced decision-making;
- v. not allow any extraneous considerations that may vitiate your exercise of objective independent judgment in the paramount interest of the Company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making;
- vi. not abuse your position to the detriment of the Company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
- vii. refrain from any action that could lead to a loss of your independence;
- viii. ensure that if circumstances arise under which you may lose your independence, you will immediately inform the Board accordingly;
- ix. assist the Company in implementing the best corporate governance practices.

**2. Duties as a Director of the Company**

The Companies Act, 2013 and the Listing Regulations have prescribed certain duties for directors, which are fiduciary in nature. Accordingly, as a Director of the Company, you shall:

- i. act in accordance with the Company's Articles of Association;
- ii. act in good faith in order to promote the objects of the Company for the benefit of its members as a whole, and in the best interests of the Company, its employees, the shareholders, the community and for the protection of environment;
- iii. discharge duties with due and reasonable care, skill and diligence and shall exercise independent judgment;
- iv. not be involved in situations of conflicts or possible conflicts with the interest of the Company. Please refer to clause 11 for full explanation on 'conflict of interest and disclosure's;
- v. not achieve or attempt to achieve any undue gain or advantage either to self or to your relatives, partners or associates;
- vi. not assign your office as Director and any assignment so made shall be void.

In terms of the Listing Regulations, you will also abide by the Code of Conduct of the Company as approved by the Board of Directors and shall affirm compliance with the code on an annual basis.

### **3. Roles, Duties and Responsibilities**

- i. As a member of the Board, you along with the other Directors will be collectively responsible for meeting the objectives of the Board which include:
  - Requirements under the Companies Act;
  - “Responsibilities of the Board” as outlined in the Corporate Governance requirements as prescribed by Stock Exchanges under Regulation 25 of the Listing Regulations, whenever applicable; and
  - Accountability under the Director’s Responsibility Statement.
- ii. You shall abide by the ‘Code for Independent Directors’ and other requirements as given in Schedule IV of the Companies Act, 2013.
- iii. The Founders, investors, employees, and professionals serving on the platform look up to the Independent Directors for strategic guidance to help the Company achieve its vision – to become a category defining company which empowers millions of professionals worldwide deliver services at home like never experienced before. You will also be responsible for providing guidance in the area of your expertise.

### **4. Time Commitment**

The Board requests you to devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities as an Independent Director.

### **5. Remuneration**

Your remuneration is governed by the Companies Act, 2013 and the shareholders’ approval dated January 31, 2025. In addition to the sitting fees, the Company shall reimburse you for the travel, hotel and other incidental expenses incurred by the Independent Directors in the performance of their role and duties.

### **6. Insurance**

The Company has an appropriate Directors’ and Officers’ liability insurance policy and bears the premium for the same to cover the term of your appointment.

### **7. Code of Conduct**

As a Non-Executive Independent Director of the Company, you agree to comply with the points outlined below:

- To always act in the interest of the Company and avoid conflict of interest with the Company and its operations.
- To comply with all applicable laws and regulations as may be applicable to a director in individual capacity.
- To safeguard the confidentiality of all information received by virtue of your position.

Your obligation of confidentiality shall survive after the cessation of your directorship with the Company.

We would also like to draw your attention to the applicability of Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time prohibiting disclosure or use of unpublished price sensitive information.

You will be required to sign an annual confirmation of your acceptance of the Code of Conduct for Directors and Senior Management.

#### **8. Performance Appraisal / Evaluation Process**

As a member of the Board, your performance as an Independent Director will be evaluated/ reviewed by the Board on an annual basis. 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 and its committees.

#### **9. Disclosures**

During the term of your appointment, you agree to promptly notify the Company of any change in your directorships or any potential conflict of interest and provide such other disclosures and information as may be required under the applicable laws, from time to time.

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

#### **10. Independent Directors' discussion**

As per the provisions of Schedule IV of the Companies Act and subject to the applicability of the Listing regulations, the Independent Directors shall strive to hold and attend one meeting of the Independent Directors in a year or as prescribed / under the applicable laws, without the presence of Non-Independent Directors and any member of the management team as mandated under the Law.

## **11. Disengagement**

You may resign from the directorship of the Company by giving 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 you in the notice, whichever is later. Your directorship on the Board of the Company shall cease in accordance with law.

The Company may disengage Independent Directors prior to completion of the term (subject to compliance with the relevant provisions of the Companies Act) upon:

- Violation of any provision of the code of conduct as applicable to Non-Executive Directors,
- Upon the Director failing to meet the criteria of independence as envisaged in Section 149(6) of the 2013 Act.

Notwithstanding anything contained in this letter, your re-appointment will cease immediately in case you incur any disqualification under Section 164 of the Act or if your office is vacated by virtue of Section 167 of the Companies Act, or any other applicable law. In such an event, you agree to immediately notify the Company of the disqualification / reason for vacation of office, and you shall cease to be a director of the Company with effect from the date of such disqualification or reason for vacation of office.

## **12. Miscellaneous**

This letter along with your detailed profile shall be disclosed on the website of the Company as required under applicable laws.