Terms and conditions of appointment of an Independent Director of Triliance Polymers Limited (Formerly known as Leena Consultancy Limited) ("the Company")

The terms of appointment shall be subject to the provisions of the Companies Act, 2013 ("CA 2013"), SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Regulations"), and the Articles of Association of the Company, as amended from time to time.

1. **Tenure/ Term of appointment**: The tenure/ term of appointment shall be as may be determined by the Board and the shareholders in accordance with applicable laws.

   As an Independent Director, he/she will not be liable to retire by rotation.

2. **Expectation:** The duties/ responsibilities/ liabilities shall be as prescribed under CA 2013 and any other rules or regulations (including SEBI Regulations) applicable to the Company.

   During the term, he/she shall comply with the following codes/ policies adopted by the Company:
   - Global Code of Conduct
   - Code of Conduct for Prevention of Insider Trading
   - Such other policies/ requirements as the Board of Directors may from time to time devise/ specify. He/she shall apply the highest standard of confidentiality and not disclose to any person or company (whether during his/her tenure or following cessation) any confidential information concerning the Company or any group companies which he/she may have acquired.

3. **Appointment to the Committees of the Board**: He/she may also be appointed as a member/ chairman of any committee of the Board, as may be determined by the Board of Directors of the Company from time to time. Such appointment shall be made in consultation with him/her.

4. **Performance Evaluation**: He/she will be subjected to performance evaluation as per the policy of the Company, as may be approved and implemented by the Board from time to time in compliance with the requirements of the applicable laws.

5. **Insurance**: The Company will take an appropriate Directors' and Officers' Liability Insurance policy and pay the premiums for the same. It is intended to maintain such insurance cover for the Term of your appointment, subject to the terms of such policy in force from time to time. A copy of the policy document will be supplied on request.

6. **Disclosures, other directorships and business interests:** During the Term, he/she agrees to promptly notify the Company of any change in his/her directorships, and provide such other disclosures and information as may be required under the applicable laws. He/She also agree that upon becoming aware of any potential conflict of interest with his/her position as independent Director of the Company, he/she shall promptly disclose the same to the Chairman and the Company Secretary. It has to be confirmed that as on date of this letter, he/she have no such conflict of interest issues with your existing directorships.

   During your Term, you agree to promptly provide a declaration under Section 149(7) of the 2013 Act,upon any change in circumstances which may affect your status as an Independent Director.

7. **Remuneration**: He/she would be entitled to sitting fees for attending the meetings of the Board and the Committees of which he/she is a member. The sitting fees for each meeting shall be as determined by the Board of Directors of the Company (in accordance with the provisions of law) from time to time. He/she would be entitled to commission as may be determined by the Board from time to time. Further, the Company will reimburse him/her for all reasonable and properly documented expenses he/she may incur in performing his/her role as an Independent Director.