

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTOR

MONEYVIEW LIMITED

(Formerly known as Moneyview Private Limited and Whizdm Innovations Private Limited)

Approved by	Board of Directors
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Policy owner department	Compliance
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TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTOR**Date:****To,
Name:
Address:****Dear Sir/Madam,****Sub: Appointment as Independent Director (ID) on the Board of Moneyview Limited
(Moneyview or the Company)**

We are pleased to inform you that upon the approval of the Board of Directors and Shareholders of Moneyview Limited (hereinafter referred to as “Moneyview or the Company”), you have been appointed as Non-Executive Independent Director on the Board of the Company pursuant to the provision stated under the Companies Act, 2013 (“Act”) read with Schedule IV of the Act and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI {LODR}”).

This letter of appointment sets out the terms and conditions covering your appointment, which are as follows:

1. Appointment and term thereof

You have been appointed as a Non-Executive Independent Director on the Board of Directors (Board) of the Company with effect from _____ for a period of _____ years. Your appointment shall be governed by the provisions of the Act and the SEBI {LODR}.

As an Independent Director, you will not be liable to retire by rotation.

The Company has adopted the provisions with respect to appointment and term of Independent Directors, which is consistent with the Act and the SEBI {LODR}.

Re-appointment for the second term shall be based on recommendation of the Nomination and Remuneration Committee and subject to approval of the Board and the Shareholders. Your reappointment would be considered by the Board, based on the outcome of the performance evaluation process and you continuing to meet independence criteria.

You are expected to continue to be qualified as ‘independent’ during your tenure and provide periodic declaration to the effect as required by regulations. You will be categorized as “Independent Director” in the annual report and other documents and publications of the Company. If circumstances change and you believe it may not be possible for you to retain your Independence you should discuss this with the Board of Directors as soon as practicable.

No person shall be appointed or continue as an alternate director to you in the Company.

Further, you have been appointed on the following Committee’s

Sl. No	Name of the Committee	Chairperson/Member

The Board may reconstitute the composition of any/all Committees, from time to time, and any such change shall be promptly communicated to you. In such an event you may also be required to serve on other Committees of the Board. Upon your appointment to the Committees, you will be provided a charter of the Committee setting out the functions of the Committee.

The Board may constitute other Committees as may be required depending on the business requirements and pursuant to the regulations as may be applicable to the Company. The Board shall intimate you, in case you are required to serve on such other Committees of the Board.

2. Role, Duties and Responsibilities

Role:

- Your role, functions and responsibilities as an Independent Director to the Company and, like all directors, you should act at all times in the best interests of the Company, exercising your independent judgement on all matters. Independent Directors have the same general legal responsibilities to the Company as any other director.
- You shall assist the Company in implementing the best corporate governance practices.
- “Responsibilities of the Board” as outlined in the Corporate Governance requirements as prescribed by Stock Exchanges under Regulation 25 of the SEBI {LODR}
- Accountability under the Director’s Responsibility Statement,
- You shall abide by the ‘Code For Independent Directors’ as outlined in Schedule IV of the Act, and duties of directors as provided in the Act (including Section 166) and a Copy of the Code for Independent Directors as set out in Schedule IV along with Section 166 of the Act and relevant Regulations of the SEBI {LODR} is attached as **annexure A** for your reference.
- You will also be responsible for providing guidance in the area of your expertise.

Duties & responsibilities:

As a director, you shall stand in an utmost fiduciary relationship with the Company and may be held liable in case of breach of such fiduciary duty. Without prejudice to the generality of the above and subject to the Applicable Laws, you:

- shall act in accordance with the Articles;
- shall 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;
- shall exercise due and reasonable care, skill and diligence in performing your role and functions;
- shall not involve in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company;
- shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relative(s), partner(s), or associate(s) and if you are found guilty of making any undue gain, you shall be liable to pay an amount equal to that gain to the Company;
- shall not assign your office and any assignment if made shall be void;
- shall, where circumstances arise which make you lose your independence, immediately inform the Board about the same;

3. Training

Familiarization program of the business of the Company and such trainings as may be necessary will be conducted from time to time.

4. Time Commitment

Considering the nature of the role of a Director, it is difficult for a company to lay down specific parameters on time commitment. You agree to devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities as an Independent Director.

5. Fees/Remuneration

As an Independent Director, you shall be paid sitting fees as may be approved by the Board of Directors from time to time for attending the meetings of the Board and Committees of which you are a member.

In addition to the sitting fees, profit-related commission or the payments made in accordance with the provisions of section 197 read with schedule V of the Act, may also be payable to you, as may be approved by the Board and the shareholders from time to time.

Further, the Company may pay or reimburse to you such fair and reasonable expenditure, as may have been incurred by you while performing your role as an Independent Director of the Company.

6. 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.

7. Code of Conduct

As an Independent Director of the Company, you agree to comply with the Code of Conduct for Non-Executive Directors (NEDs). For your reference, the Code of Conduct for Non-Executive Directors is outlined below:

- Non-Executive Directors of a Company will always act in the interest of the Company and ensure that any other business or personal association which they may have, does not involve any conflict of interest with the operations of the Company and his/ her role therein,
- Non-Executive Directors will comply with all applicable laws and regulations of all the relevant regulatory and other authorities as may be applicable to such Directors in their individual capacities,
- Non-Executive Directors will safeguard the confidentiality of all information received by them by virtue of their position.

Unless specifically authorized by the Company, you shall not disclose company and business information to public constituencies such as the media, the financial community, employees, shareholders, agents, franchisees, dealers, distributors and importers.

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

We would also like to draw your attention to the applicability of Section 195 of the Companies Act, 2013, Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, prohibiting disclosure or use of unpublished price sensitive information.

Additionally, you shall not participate in any business activity which might impede the application of your independent judgment in the best interest of the Company. All Directors are required to sign a confirmation of acceptance of the Code of Conduct for NEDs on annual basis.

8. Evaluation Process

The performances of the Board, its committees and individual directors are evaluated annually. If, in the meantime, there are any matters which cause you concern about your role, you should discuss them with the Chairman of the Board as soon as appropriate.

The evaluation of each director shall be done by all other directors. The criteria for evaluation shall be determined by the Nomination and Remuneration Committee and disclosed in the Annual Report. However, the actual evaluation process shall remain confidential and shall be constructive.

9. Disclosures

During the Term, you agree to promptly notify the Company of any change in your directorships and provide such other disclosures and information as may be required under the applicable laws. You also agree that upon becoming aware of any potential conflict of interest with your position as Independent Director of the Company, you shall promptly disclose the same to the Chairman. Please confirm that as on date of this letter, you 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.

10. Related Party Transaction

Where you may be a party to, or otherwise be interested in, any transaction or arrangement with the Company, its subsidiaries or associated companies (the “Group”) or in which any member of the Group is otherwise interested, you should disclose the nature of your interest as required by and in accordance with the applicable laws.

11. Changes of personal details

During the Term, you shall promptly intimate the Company and the Registrar of Companies (wherever required), in the prescribed manner, of any change in address or other contact and personal details as provided to the Company.

12. Disengagement

Your directorship on the Board of the Company shall be terminated or ceased, at the expiry of the Term or in accordance with the law, as the case may be. Apart from the grounds of termination as specified in the Act, your directorship may also be terminated for violation of any provision(s) of the Code of Conduct of the Company or the terms of your appointment.

You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for such resignation.

If, at any stage during the Term, there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the Act and the SEBI {LODR}, or if you fail to meet the criteria for “independence” under the provisions of the Act and the SEBI {LODR}, you agree to promptly submit your resignation to the Company with effect from the date of such change.

13. Co-operation & Confidentiality

In the event of any claim or litigation against the Company, based upon any alleged conduct, act or omission on your part during your term, you agree to render all reasonable assistance and cooperation to the Company and provide such information and documents as are necessary and reasonably requested by the Company.

Further, all information acquired during your tenure of directorship is confidential and should not be disclosed, either during your tenure or following termination (by whatever means) to third parties without prior clearance from the Board, unless required by law or by the rules of any stock exchange or regulatory body. In the latter case, you would be required to suitably inform the Board of such an event or disclosure. You should direct any media queries or approaches to the appropriate spokesperson within the Company. On reasonable request, you shall surrender any documents and other materials made available to you by the Company

14. Governing Law

This document 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.

If you are willing to accept these terms of appointment relating to your appointment as a Non-Executive Independent Director of the Company, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

15. Miscellaneous

This letter along with your detailed profile shall be disclosed on the website of the Company if required under law.

16. Status of Appointment

You will not be an employee of the Company and this letter shall not constitute a contract of employment.

17. Acceptance of Appointment

We are confident that the Board and the Company will benefit immensely from your rich experience and we are eager to have you as an integral part of the growth of our Company. If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter.

The Company has a right to change the terms of this letter from time to time in accordance with the Applicable Laws.

We look forward for your valuable contribution and guidance to growth of the Company.

Yours sincerely

For Moneyview Limited

Director

.....

AGREE AND ACCEPT

I have read and understood the terms of my appointment as an Independent Director of the Company, and I hereby affirm my acceptance to the same.

Name:

DIN:

Place:

Date:

Annexure-A

The Code for Independent Directors

As per Schedule IV of Companies Act, 2013, the Code is a guide to professional conduct for independent directors. Adherence to these standards by independent directors and fulfilment of their responsibilities professionally and faithfully will promote the confidence of the investment community, particularly minority shareholders, regulators and companies in the institution of independent directors.

I. Guidelines of professional conduct:

An independent director shall:

- (1) uphold ethical standards of integrity and probity;
- (2) act objectively and constructively while exercising his duties;
- (3) exercise his responsibilities in a *bona fide* manner in the interest of the company;
- (4) devote sufficient time and attention to his professional obligations for informed and balanced decision making;
- (5) not allow any extraneous considerations that will vitiate his 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;
- (6) not abuse his 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;
- (7) refrain from any action that would lead to loss of his independence;
- (8) where circumstances arise which make an independent director lose his independence, the independent director must immediately inform the Board accordingly;
- (9) assist the company in implementing the best corporate governance practices.

II. Role and functions:

The independent directors shall:

- (1) help in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
- (2) bring an objective view in the evaluation of the performance of board and management;
- (3) scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- (4) satisfy themselves on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
- (5) safeguard the interests of all stakeholders, particularly the minority shareholders;
- (6) balance the conflicting interest of the stakeholders;
- (7) determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management;
- (8) moderate and arbitrate in the interest of the company as a whole, in situations of conflict between management and shareholder's interest.

III. Duties:

The independent directors shall—

- (1) undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the company;
- (2) 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;
- (3) strive to attend all meetings of the Board of Directors and of the Board committees of which he is a member;
- (4) participate constructively and actively in the committees of the Board in which they are chairpersons or members;
- (5) strive to attend the general meetings of the company;
- (6) where they 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 their concerns are recorded in the minutes of the Board meeting;
- (7) keep themselves well informed about the company and the external environment in which it operates;
- (8) not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;
- (9) pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the company;
- (10) 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;
- (11) report concerns about unethical behaviour, actual or suspected fraud or violation of the company's code of conduct or ethics policy;
- (12) act within their authority, assist in protecting the legitimate interests of the company, shareholders and its employees;
- (13) 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.
