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Dear Sir,

SUB: APPOINTMENT AS INDEPENDENT NON-EXECUTIVE DIRECTOR

We are pleased to inform you that the board and shareholders of the Company have appointed you as an Independent Non-Executive Director.

This letter sets out the terms of your appointment as an Independent Non-Executive Director. Your relationship with the company will be that of an office holder and not one of contract of employment in the company. The terms of your appointment as sets out in this letter are subject to the provisions of companies act, 2013 and the rules made thereunder (including statutory modifications or re-enactments thereof).

**1. Appointment**

The appointment is for an initial term of three years and shall take effect from \_\_\_\_\_ in pursuance to the provisions of Companies Act, 2013, unless extended or terminated earlier. As an Independent director you will not liable to retire by rotation.

Further, Reappointment at the end of the term shall be based on the recommendations of Nomination and remuneration committee and are subject to the approval of Board and shareholders of the company. Your re appointment would be considered by the Board shall be based upon the outcome of performance evaluation process and you continuing to meet the criteria of Independence.

As per Board assessment, you will be the member of the following committees:-

- Audit Committee
- Nomination and Remuneration Committee

The Board may re constitute or change the composition of any/ all committee from time to time and any such change shall be promptly communicated to you.

**2. Role, duties and responsibilities of the Board**

The board's role is to effectively represent, and promote the interests of, shareholders with a view to adding long-term value to the Company's shares. Having regard to its role the board directs, and supervises the management of, the business and affairs of the Company including, in particular:

- ensuring that the Company's goals are clearly established, and that strategies are in place for achieving them;
- establishing policies for strengthening the performance of the Company including ensuring that management is proactively seeking to build the business through innovation, initiative, technology, new products and the development of its business capital;

- monitoring the performance of management;
- deciding on whatever steps are necessary to protect the Company's financial position and the ability to meet its debts and other obligations when they fall due, and ensuring that such steps are taken;
- ensuring that the Company's financial statements are true and fair and otherwise conform with law;
- ensuring that the Company adheres to high standards of ethics and corporate behaviour; and
- ensuring that the Company has appropriate risk management/regulatory compliance policies in place.
- Protecting and enhancing the Bhartiya Brand.

In the normal course of events, day to day management of the company is left to management.

All directors are expected to take decisions objectively in the interests of the Company. The board as a whole is collectively responsible for the success of the Company. All directors, whether non-executive or executive, have the same general legal responsibilities.

Further, you shall abide by the "Code for Independent Directors" as outlined in Schedule IV to section 149(8) of the Companies Act, 2013 and the duties of directors in pursuance to section 166 as provided to Companies Act, 2013.

### **3. Time Commitment**

Considering the nature of the role of a director, you should allow time for board, committee meetings, and shareholders meetings and ensure that you are in a position to make the necessary overall time commitment for the proper performance of your role, duties and responsibilities as an independent director.

### **4. Remuneration**

As an independent director, you may receive remuneration by way of sitting fees for attending the Board meetings and committee meetings as decided by board time to time. Further, company may pay or reimburse for all reasonable expenditure, as may incurred by you while performing your role as an independent director. Further, you are not entitled for any bonus or employee stock option scheme.

### **5. Board and Independent Director Evaluation Processes**

The performances of the Board, as a whole, its committees and Independent 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.

### **6. Disclosures, other directorships and Business Interests**

It is accepted and acknowledged that you may have business interests other than those of the Company. Further, you agree to promptly notify the company for any change in your directorships and provide such other disclosures and information as may be required under the applicable laws.

## **7. Induction and Development Processes**

The Company may conduct formal induction programme aimed at broadening your understanding of the Company, its business, and the environment and markets in which it operates. As part of the programme you will meet key management and receive a folder of essential board and company information.

## **8. Access to Independent Professional Advice**

All directors are entitled to obtain independent professional advice relating to the affairs of the Company or to their responsibilities as directors. If, in your own case, you consider such advice is necessary, you should first discuss it with the Board.

## **9. Termination**

Your directorship on the Board of the company shall terminate or cease in accordance with the law. You may resign from the directorship of the company by giving a notice in writing to the company stating the reasons for resignation.

## **10. Confidentiality**

All information acquired during your appointment is confidential to the Company and should not be disclosed either during your appointment or following termination (by whatever means) to third parties except as permitted by law and with prior clearance from the Chairman.

We look forward to your association with us.

Yours sincerely

**For Bhartiya International Limited**

**Director/ Authorised Signatory**

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### **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.