

Date:

Mr.....
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Subject- Letter of Appointment as an Independent Director

Dear Sir,

We are pleased to inform you that the Board of Directors at their meeting held on have approved your appointment as an Additional Director (Independent Category) of the Company on the terms and conditions as given below, subject to the approval of the shareholders of the Company at the ensuing Annual General Meeting. It may please be noted that this is not a contract of employment.

1. TERMS OF APPOINTMENT:

- 1.1 As per the provisions of sub-section (10) of Section 149 of the Companies Act, 2013 (the Act) your appointment as an Independent Director of the Company commences from for a term of 5 years, subject to the approval of the shareholders of the Company at the ensuing Annual General Meeting
- 1.2 Your appointment shall not be subject to rotation as per the provisions of sub-section (6) of Section 152 of the Act.
- 1.3 Your appointment as an Independent Director of the Company is based, inter alia, on declaration given by you that you comply with the conditions of Independence as listed in Section 149(6) of the Act, read with relevant rules. If there is any change in circumstances affecting your independence, you are requested to immediately let the Board of Directors know of the same, in terms of Section 149 (7) of the Act.
- 1.4 Your appointment shall terminate automatically upon expiry of the Term, or if you vacate your office in terms of Section 167 and 168 of the Act before expiry of the Term. You are requested to note that the Act does not permit any compensation for termination of office under any circumstance.

2. DUTIES

- 2.1 Code of Conduct and Business Ethics as set out at **Annexure I** hereof, states broadly the functions and duties expected to be discharged during your association with the Company as an Independent Director. Functions and duties listed out at Annexure I are inclusive and not exhaustive in nature and therefore should be allowed widest meaning and purport for the circumstances covered thereunder.
- 2.2 **Committees to be served-** You may be required to serve on any other sub-committee of the Board/ internal management level committees and/or to accept additional appointments in or on behalf of the Company where best practice requirements dictate that an Independent,

non-executive presence is required. The Board may, while recommending your name on any committee(s)/ sub-committee(s) forward you broad terms of reference of the said committee(s)/ sub-committee(s), which shall form the mandate statement for the said committee(s)/ sub-committee(s).

3. REMUNERATION

3.1 In accordance with current norms fixed by the Board for remuneration to Independent Directors, a sitting fee of Rs. 90,000/- (Rupees Ninety thousand only) is paid to every Independent Director for attending every Board Meeting and Independent Directors Meeting, Rs. 60,000 for attending Audit Committee Meeting as a member and Rs. 25,000 for attending all other committee meetings as a member. The Board may alter the sitting fee from time to time. Expenses incurred by you for the purpose of attending any meeting of the Board, or for participating through video conferencing, in accordance with norms set by the Board from time to time, will be reimbursed separately.

3.2 In addition to the sitting fees mentioned above, you will also be entitled to commission subject to recommendation by the Board of Directors and approval thereof by the shareholders of the Company as per the Remuneration Policy of the Company.

4. GENERAL

4.1 **Fiduciary duties and accompanying liabilities** – The Company expects that you will perform your general fiduciary duties and exercise such skill and care as is expected of every Director. We would like to mention that, without express authorization of the Board, you shall not commit the Company in any manner, including by way of making any statements on the Company's behalf or concerning the Company to the media, financial institutions or anyone associated with the stock market or investor community. Any views expressed by you without such express authorization by the Board shall be your personal views and the Company shall be entitled to issue a clarification to that effect, and take other protective measures as the situation would warrant.

You will be held liable, only in respect of such acts of omission or commission by a Company which have occurred with your knowledge, attributable through Board processes, and with your consent (express or tacit) or where you have not acted diligently.

4.2 **Directors and Officers (D and O) Insurance** - You are entitled to the D & O Insurance cover as per the Company's Directors' and Officers' liability insurance.

4.3 The Company expects that as a Director you shall not undertake such acts or deeds which would amount to breach of your duties towards the Company including but not limited to the following:

- 4.3.1 Any action that involves any violation of applicable law;
- 4.3.2 Any action that involves any breach, in letter and spirit, of the Company's Code of Business Ethics;
- 4.3.3 Any action that either involves the directors' personal interest except as disclosed as per applicable law, or unduly compromises or conflicts with the interest of the company.

4.4 We confirm that: -

- a) you will be allowed full access to all information in or about the Company and its affairs which is available to the executive directors;
- b) the senior management and the Board of Directors shall facilitate you to perform your role effectively as a Board member and also as a member of the committee(s) where you are member; and
- c) agenda for Board meetings and all relevant papers which require study before Board meetings will be provided to you in good time (save in exceptional circumstances) to allow you to consider them in advance of meetings (and likewise for the proceedings of committees);

Yours sincerely,

For and on behalf of Rupa & Company Limited

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I agree to the terms and conditions set out above regarding my appointment as Independent Director of Rupa & Company Limited

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