**Draft Letter of Appointment issued to Independent Directors**

Ref No. BCML/CS/\_\_/\_\_\_/\_\_\_ Date \_\_\_\_\_\_\_\_

To

(Name of the Director)

(Designation)

(Address)

Dear Sir/Madam,

**Letter of appointment of Independent Director**

We extend our very hearty welcome to you on the Board of Directors of the Company as a Non-executive Independent Director.

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

**1. Appointment**

Your term of appointment by the Board of Directors (the Board) of the Company as a non-executive Independent Director is for a period of 5 (five) years with effect from \_\_\_\_\_\_\_\_\_\_. Your appointment has the/is subject to approval of the Shareholders as per the provisions of the Companies Act, 2013 and applicable SEBI regulations.

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

The term Independent Director should be construed as defined under the Companies Act, 2013. Your appointment and tenure as an Independent Director shall be consistent with the applicable provisions of the Companies Act, 2013.

**2. Committees**

The Board may, if it deems fit, invite you for being appointed in one or more existing Board Committees(s) or any such Committee(s) which may be set up in future. Your appointment on such Committee(s) will be subject to the applicable laws and regulations.

**3. Time Commitment**

By accepting this appointment, you confirm that you are able to allocate sufficient time for the proper performance of your role, duties and responsibilities to meet the expectations to the satisfaction of the Board.

**4. Status of Appointment**

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

**5. Role and Duties**

As a member of the Board, your role, duties and responsibilities will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 (the Act) as amended from time to time. Further you are required to perform certain duties prescribed for all Directors, which are as under :

1. Act in accordance with the Company’s Memorandum and Articles of Association.
2. 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 interest of the Company, and in the interests of its employees, the community and for the protection of the environment.
3. Exercise your duties with due and reasonable care, skill and diligence.
4. Not involve yourself 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.
5. Not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
6. Not assign your office as a Director and any assignments so made shall be void.
7. Comply with the provisions regarding maximum Directorship as per Companies Act, 2013 as amended from time to time.
8. Abide by the Code of Conduct for Independent Directors as per Schedule VI of the Companies Act, 2013 as amended from time to time (Copy attached as **Annexure A**).

**6. Remuneration, etc.**

1. Fees/Commission:

You will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the Board and/or approved by the shareholders from time to time (Present structure of Sitting Fee is attached as **Annexure B**).

1. Reimbursement of Expenses:

In addition to the remuneration described, hereinabove, the Company will, for the period of your appointment, reimburse you a reasonable amount towards travel, hotel and other incidental expenses incurred by you, on actual basis, in the performance of your role and duties.

**7. Code of Conduct and other compliances**

During the appointment, you will comply with any relevant regulations as may be issued by the Government of India and such other regulatory, statutory, governmental and authorized bodies as set up by the Government on its behalf, including the Code for Independent Directors, Code of Conduct and Ethics for Directors, Key Managerial Personnel, Senior Managerial Personnel and Insider Trading Code and such other requirements as the Board may from time to time specify.

At the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect your status as an independent director, you shall submit a declaration to that effect confirming that you meet the criteria of independence as provided in Section 149(6) of the Act, (Format attached as **Annexure C).**

**8. Conflict of Interest**

It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment commencing, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment.

In the event that your circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgement that you are independent, this should be disclosed to the Board.

**9. Confidentiality**

All information acquired during your appointment is confidential to the Company and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by the rules of any stock exchange or regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by the Company.

Your attention is also drawn to the requirements under the applicable which concern the disclosure of price sensitive information and dealing in the securities of the Company. Consequently you should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Chairman of the Company.

**10. Evaluation**

The Company will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors. Your appointment and re-appointment on the Board shall be subject to the outcome of such an evaluation process.

**11. Insurance**

The Company has in place the ‘Directors’ and Officers’ Liability Insurance’ and it is intended that the Company will assume and maintain such cover for the full term of your appointment.

**12. Disclosure of Interest**

You shall disclose material interest that in any transaction or arrangement that the Company has entered into. Such interest should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contracts with a particular person, firm or company is acceptable.

**13. Termination**

1. You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice on the Board.
2. Continuation of your appointment is contingent upon your getting re-elected by the shareholders in accordance with the provisions of the Act and the Articles of Association of the Company, from time to time in force. You will not be entitled to compensation if the shareholders do not re-elect you at any time.
3. Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.

**14. Governing Law**

This letter of appointment 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.

This letter constitutes neither a contract for services nor a service contract.

This letter is sent in duplicate.

Please confirm your agreement to the terms listed in this letter relating to your appointment as a non-executive Independent Director of the Company by signing and returning to us the enclosed copy of this letter.

Yours faithfully,

Chairman

**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.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_

DIN : \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place:

Date: