

Date:

(Name: _____)
(DIN: _____)
(Address: _____)

Dear _____,

Subject: Your appointment as a Non-Executive Director of Rossell Techsys Limited

We are pleased to inform you that, upon the approval by the Board of Directors, you have been appointed as a Non-Executive Director of Rossell Techsys Limited (hereinafter referred to as "the Company"), effective from _____.

Your appointment is in accordance with the provisions of the Companies Act, 2013, and the applicable regulations of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

TERMS OF APPOINTMENT:

1. Tenure:

Your appointment as Non-Executive Director will be with effective from _____ for a term of [term], which may be extended upon mutual agreement between you and the Company.

2. Duties & Obligations

- a) You shall discharge the responsibilities and duties of the Non-Executive Director of the Company as provided under the Companies Act, 2013, SEBI (Listing Obligation and Disclosure Requirements) Regulation 2015 and/or any other relevant regulation, as may be amended from time to time, and also perform such other duties as may be periodically assigned to you by the management;
- b) You shall devote the whole of your time, attention and skill to the duties assigned to you and shall faithfully and diligently perform such duties and shall obey all reasonable and lawful directions given to you by or under the authority of the Management and shall use your best endeavours to further the interests of the Company;
- c) The Board of Directors may, if deems fit, invite you for being appointed in one or more existing Committee(s) or any such Committee i.e. set up in future. Your appointment in such Committee(s) will be subject to the applicable statutory provisions.

3. Remuneration:

- a) You will be entitled to the below remuneration:
 - Sitting Fees:
 - Commission:
- b) In addition to the remuneration described as above, the Company will reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.
- c) There are no fixed grades of increment and future annual increments and amount thereof, if any, shall be decided on merits by the management at its sole discretion.

4. Termination:

- a) You may resign from your position at any time, and should you wish to do so, you are requested to serve a _____ days of written notice on the Board.
- b) Your appointment may also be terminated in accordance with the provisions of the Companies Act, 2013.

5. Secrecy And Non-Disparagement

You shall not during your employment with the company, in terms of this letter (except so far as may be proper in the ordinary course of business and for the interest of the Company), or at any time thereafter:

- a. divulge or make known any information in any way whatsoever relating to the company or its business and/or any of its customers and/or any other information, secret specification etc., which may come to your knowledge relating to the company's businesses, manufacturing process or any products in the course of your employment and you shall always maintain strict secrecy regarding any technical or other business information gained or acquired by you or imparted to you in the course of your employment, both during and after your employment with the company;
- b. disclose to the public or any other person any false or misleading information concerning, or any information that reflects negatively upon or otherwise disparages the Company or any Group company or any of their respective directors, officers, employees or agents.
- c. you also agree not to remove from the premises of the company's establishment any documents, drawings etc. without the prior written authorization of the company.

6. Company Regulations

- a. You shall abide by the general service condition rules, Code of Conduct, Standing Orders, and other rules of the company, as may be in force from time to time and as applicable at the particular place of employment where you may have to attend your duties.
- b. You shall act in accordance with Company's Memorandum and Articles of Association.
- c. You shall act in good faith in order to promote objectives of the Company for the benefit of its Members as a whole and in the interest of the Company.
- d. You shall discharge your duties with due and reasonable care, skill and diligence.
- e. You shall not involve yourself in a situation in which you may have direct or indirect interest that conflicts or possibly may conflict with the interest of the Company.
- f. You shall not achieve or attempt to achieve under undue gain or advance either to yourself or to your relatives, partners or associates.
- g. You shall not assign the office of Director and any assignments so made shall be void.
- h. You shall also comply with the provision regarding maximum number of Directorship as contained in Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended from time to time.
- i. This letter shall not constitute contract of employment.

7. Miscellaneous

- a. Any process, discovery, invention or patent promoted or made by you during your tenure as director with the Company shall belong to the company or its management.
- b. In the event the company decides to send you abroad for training or any other specific assignment, in that event you shall enter into an agreement/contract with the company on such terms and conditions as may be mutually decided at that stage.
- c. The provisions contained in the Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 shall apply as regards Performance Evaluation is concerned.
- d. You shall keep the Company informed of your latest postal address at all times and inform the Company in writing in case of change of your address. Any communication sent to you by the Company on your last known address shall be deemed to be duly served upon you, notwithstanding the fact that you may have changed your address. You will also update your personal data with the Company from time to time.
- e. Amendments: Subject to applicable laws, the Company reserves the right to amend its terms and conditions of this appointment letter from time to time. Such amendments will be suitably notified within reasonable time of the relevant amendment.

Please sign and return the duplicate copy of this letter as a token of your acceptance of all the terms and conditions mentioned herein.

Thank you.

Yours truly,

For **Rossell Techsys Limited**

(Name: _____)
(Designation: _____)
(DIN: : _____)