

Date:

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

Dear _____,

Subject: Your appointment as an Independent Director of Rossell Techsys Limited

As authorised by the Board of Directors, I am pleased to inform you that based on the recommendations of the Nomination and Remuneration Committee and as approved by the Board of Directors at its meeting held today i.e., _____, you have been appointed as an Additional Director of the Company. As required under the provisions of Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 [Listing Regulations], the Company is required to issue an appointment letter containing terms & conditions of your appointment and hence this letter.

- 1. Term of Appointment:** ___ (____) years with effect from _____ and cease to hold office as an Independent Director of the Company immediately after the End Date. (Eligible for re-appointment subject to the compliance of all the applicable provisions of the laws for the time being in force.)
- 2. Expectation of the Board from the appointed director:** The expectations of the Board are enumerated as under:

You are expected to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance and risk management as well as ensuing high standards of financial probity and corporate governance.

During the Appointment, the Independent Director may be required to serve on one or more committees of the Board, including Audit Committee, Nomination and Remuneration Committee and Corporate Social Responsibility and such other committees, as the Board may decide.

The Independent Director is an Independent Non-executive Director and will be identified as such in the annual report and other documentation of the Company. If circumstances change, and he believe that his independence will be in doubt, he should discuss the same with the Chairman of the Company as soon as practicable.

You are expected to attend meetings of the Board and Board committees in which you are/ will be a member and member's meetings and to devote such time as appropriate to discharge their duties effectively.

By accepting the appointment, you confirm that you shall be able to allocate sufficient time to meet the expectations from their role to the satisfaction of the Board.

- 3. Board – level committee(s) in which the director is expected to serve and its tasks:**

Fiduciary duties upon appointment along with accompanying liabilities: Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013. The liability of Independent Director is limited to such acts of omission or commission of the Independent Director which have occurred with his / her knowledge, attributable through Board's processes and with the consent, connivance of the Independent Director or where the Independent Director has not acted diligently. There are certain duties prescribed for all Directors, which are fiduciary in nature which are enumerated as under:

- (1) You shall act in accordance with the Company's Articles of Association and while discharging his duties, comply inter se with the requirements of Section 166 and Schedule IV of the Companies Act, 2013 ("the Act")
 - (2) The Company has relied on the declaration given by you that you meet the criteria of independence as provided in Section 149(6) of the Act. You will be required to abide by the guidelines as to professional conduct for independent directors as set out in Section 149(8) read with Schedule IV to the Act.
 - (3) You 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 interest of the Company.
 - (4) You shall discharge your duties with due and reasonable care, skill, and diligence.
 - (5) You shall constructively challenge and help develop proposals on strategy.
 - (6) You shall scrutinize the performance of management in meeting agreed goals and objectives.
4. Your liability as a Director would be covered under the Company's Insurance coverage under Officers & Directors Liability Policy.
5. **The Code of Business Ethics that the company expects its directors and employees to follow:** As an Independent Director of the Company, you agree to comply with the Code of Conduct as outlined below:
- i. To act in the interest of the Company and ensure that any other business or personal association which you may have, does not involve in any conflict of interest with the operations of the Company,
 - ii. To comply with all applicable laws and regulations of all the relevant regulatory and other authorities as may be applicable in your individual capacities.
 - iii. To safeguard the confidentiality of all information received by you by virtue of your 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, franchises, dealers, distributors, and importers.

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

You shall not participate in any business activity which might impede the application of your independent judgment in the best interest of the Company.

Additionally, you are required to abide by the Code of Conduct for directors and Senior Management of the Company and apart from this Code, the Independent Directors, in particular, shall abide by the Code for Independent Directors as prescribed under the Act, as amended, and the Regulations, as amended from time to time.

6. **The list of actions that a director should not do while functioning as such in the Company:** The list of actions that a director should not do while functioning as Director of the Company is enumerated as under:
- i. You shall 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.
 - ii. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners, or associates.
 - iii. You shall not assign your office as Director and any assignments so made shall be void.

iv. Any other action or deeds which are detrimental to the Company.

7. The remuneration, mentioning periodic fees, reimbursement of expenses for participation in the Boards and other meetings and profit related commission, if any:

As an Independent Director you would be entitled to sitting fees of Indian Rupees << ___ >> (<< __only) per Board or Committee meeting attended either as a Member / Chairman. The Company may reimburse you for travel, hotel and other incidental expenses incurred by you in for attending the Board Committee or any other meetings of the Company. Payment of profit sharing commission shall however be subject to approval of the Board and shareholders and within the overall limits prescribed in the Companies Act, 2013.

8. Familiarization Program: Immediately after your appointment, a familiarization program shall be undertaken for you to enable you to understand the business of the Company including sharing Organizational Chart, publicity material of the company & policy handbook of the Company etc. Ongoing training and familiarization sessions, including briefings from management on business, strategy, operations & financial updates shall also be conducted. Please avail yourself of these opportunities as fully as is appropriate to your circumstances.

9. Evaluation: The performance evaluation of independent directors shall be done by the entire Board of Directors, excluding the director being evaluated.

10. Termination:

- a. 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.
- b. Your appointment for a second term is contingent on your getting re-elected by the shareholders in accordance with provisions of Act. You will not be entitled to compensation if the shareholders do not re-elect you at any time.
- c. Your appointment may also be terminated in accordance with the provisions of the Companies Act, 2013.

This letter is being issued to you in necessary compliance of the requirements under Schedule IV of the Companies Act, 2013 and a copy of this letter would be posted on the website of the Company and would also be available for inspection for Shareholders during normal business hours.

We look forward to having a prolific association with you during your tenure as an Independent Director of Rossell Techsys Limited.

Thank you.

Yours truly,

For **Rossell Techsys Limited**

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