

## **Terms and Conditions of Appointment of Independent Director**

We are pleased to inform you that upon the recommendation of Nomination and Remuneration Committee, approval of the Board of Directors of the Company, you are being appointed as an Independent Director on the Board of the Company. The terms of your appointment shall be as follows:

### **1. Appointment:**

1.1 You have been appointed as a Non-Executive Independent Director on the Board of Directors with effect from \_\_\_\_\_ for a period of upto five years. Your appointment shall be governed by the provisions of the Companies Act, 2013 and the Equity Listing Agreement. Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and the Listing Agreement.

1.2 The term 'Independent Director' should be construed as defined under the Companies Act, 2013 and the Listing Agreement.

1.3 The Company has adopted the provisions with respect to the appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the Listing Agreement. Accordingly, the Independent Directors will serve for not more than two terms of five years each on the Board of the Company. The disengagement earlier than five years will be in accordance with the provisions of the Companies Act, 2013 or on mutually agreed terms.

1.4 The provisions contained in the Companies Act, 2013 and the Listing Agreement will apply as regards performance evaluation of Independent Directors is concerned. The performance of Independent Directors shall be evaluated by the other Directors. This is a Model Letter of Appointment and is subject to Amendment / Modification. On the basis of the report of performance evaluation, it shall be determined whether to extend or continue the term of your appointment as an Independent Director.

**2. Committees:** The Board of Directors (the Board) may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. Your appointment on such Committee(s) will be subject to the applicable regulations.

**3. Time Commitment:** It is expected that you will give sufficient time, as may be appropriate and essential in line with your responsibilities and duties as an Independent Director.

**4. Role and Duties:** Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the Listing Agreement. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

4.1 You shall act in accordance with the Company's Articles of Association.

4.2 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.

4.3 You shall discharge your duties with due and reasonable care, skill and diligence

4.4 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. Please refer to clause 6 for full explanation on conflict of interest.

4.5 You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.

4.6 You shall not assign your office as Director and any assignments so made shall be void.

The Non-Executive Independent Directors are also required to abide by the provisions of 'Code for Independent Directors' as provided in Schedule IV of the Companies Act, 2013, a copy of which is annexed for ready reference.

### **5. Status of Appointment:**

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

5.2 The sitting fees paid to the Non-Executive Independent Director is as decided by the Board or a Committee thereof.

### **6. Conflict of Interest:**

6.1 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.

6.2 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 judgment that you are independent, this should be disclosed to both the Chairman and the Secretary.

**7. Confidentiality:** All information acquired during your appointment is confidential 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.

**8. Disclosure of Interest:** The Company must include in its Annual Accounts a note of any material interest that a Director may have 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 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

**9. Termination:** 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 to the Board. Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013 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. 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.

**10. Governing Law:** This agreement 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. If you are willing to accept these terms of appointment relating to your appointment as a non-executive Independent Director, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter. Yours sincerely Chairman For and on behalf of Indo Amines Limited I hereby acknowledge receipt of and accept the terms set out in this letter.

Yours Sincerely,

Chairman

I hereby acknowledge receipt of and accept the terms set out in this letter.

Signed \_\_\_\_\_

Dated \_\_\_\_\_

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