



LETTER OF APPOINTMENT

To

.....,

Date:.....

Director

DIN:

Address:

APPOINTMENT AS AN INDEPENDENT DIRECTOR (ADDITIONAL DIRECTOR)

Dear Sir/Madam

We are pleased to inform you that the Board of Directors of the Company in their meeting held on, appointed you as an Independent Director (Additional) for a period of three years from on the terms of appointments mentioned in clause 1 below. Please note that this is not a contract of employment.

1. Terms of appointment

1.1. As per the provisions of the Companies Act, 2013, your appointment is subject to approval of shareholders.

1.2 Your Directorship is not subject to rotation as per the provisions of the Companies Act, 2013.

1.3 Your appointment as an Independent Director is based on your declarations and confirmation to the Company that you meet the independence criteria as envisaged under the provisions of the Companies Act, 2013 and SEBI (LODR) 2015(the Regulations).If there is any change in circumstances affecting your independence, please inform the Board forthwith.

1.4 Your appointment will terminate automatically upon the completion of your term or upon your vacation/resignation in terms of the provisions of the Companies Act, 2013. Please note that there will be no compensation for vacation/resignation of office under any circumstances.

2. Duties

2.1 As an Independent Director, besides the functions and duties applicable to every Director individually and collectively, you will have several duties as per Schedule IV of the Companies Act, 2013

2.2 The Board may induct you as a member in one or more committees of the Board. The terms of reference of these committees will be communicated to you at the appropriate time.

2.3 The Board may request you to accept additional appointment(s) on behalf of the Company, in its associates or subsidiaries, if any, where best practice requirements dictate a presence of an independent non-executive Director.



3. Remuneration

3.1 You will be entitled to Sitting fee for attending Board meetings, Committee meetings and separate meeting of Independent Directors, as approved by the Board. In addition, you will also be entitled to reimbursement of expenses incurred for attending the meetings, if any. Currently the Sitting fee are as below:

Sitting fee for attending Board meetings:	
Non-executive Chairman	Rs. 50,000/-
Non-executive Directors	Rs. 40,000/-

Sitting fees for attending Audit Committee meetings:	
Non-executive Chairman	Rs. 50,000/-
Non-executive Directors	Rs. 35,000/-
Nomination and Remuneration Committee; Stakeholders' Grievance Committee, Corporate Social Responsibility Committee, Risk Management Committee, and Independent Directors' Meeting and any other Committee which may be constituted from time to time	
Sitting Fees for Non-executive Chairman	Rs. 35,000/-
Sitting Fees for Non-executive Directors	Rs. 35,000/-

3.2 In addition, you will be entitled for payment of commission on net profit as per provisions of the Companies Act, 2013, as approved by the Board and the shareholders.

4. GENERAL:

4.1 Fiduciary Duties & Accompanying Liabilities:

a. You are expected to perform general fiduciary duties and exercise care as expected from a director.

b. You are requested not to commit the Company in any way, nor should you make any statements on the Company's behalf or concerning the company, to the Media, Financial Institution, or anyone associated with Stock Exchange/Investor(s) etc. without express authorisation by the Board.

c. You shall be held liable, only in respect of such acts of omission or commission by the Company, which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

4.2. Director and officer liability insurance: The Company has taken cover for Directors and Officers liability by way of an Insurance Policy.

4.3 The Code of Business Conduct and Business Ethics (The Code of Business Conduct)

The Company expects all its Directors and employees to abide by the DIC's Code of Conduct and Business Ethics as approved by the Board.

4.4 List of actions a Director should not do while functioning as a director in the Company includes the following:

4.4.1 Any action that involves violation of applicable laws



4.4.2 Any action that involves any breach in letter or spirit of The Code of Conduct and Business Ethics.

4.4.3 Any action that either involves the Directors personal interest, except as disclosed as per applicable laws or unduly compromises or conflicts with the interest of the Company.

4.5 It is confirmed that;

a. you will be having full access to all information in and about the Company, which is available to all the Directors.

b. Agenda for Board /Committee meetings and all relevant papers will be provided to you well in advance (save in exceptional circumstances) to allow you to consider them thoroughly before attending the meeting.

c. you will have access to Chairman, MD-CEO and other executives on a personal basis whenever you request.

We look forward to your association with us.

Yours sincerely
For **DIC India Limited**

(.....)
Chairman

I confirm and agree to the terms of my appointment as an Independent Director of DIC India Limited as set out in this letter.

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Name of Director:
DIN:
Date:
Place: