

Date:

To,
Director Name,
Address

Sub: Appointment as an Independent and Non –Executive Director of Smartlink Holdings Limited

Dear _____

On behalf of the Board, I am sending you this formal appointment letter on your appointment as an Independent Director of the Company with effect from _____. The said appointment is subject to the approval of the Shareholders of the Company at the General Meeting. The terms of the Appointment, shall be subject to the provisions of Companies Act, 2013 ("Act"), the Rules made thereunder and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations"). The various terms and conditions of your appointment are given below:

1. Term of appointment:

Your term of appointment will be for a period of ____ years from _____, subject to the approval of the Shareholders of the Company at the General Meeting and other consents/approvals, if any.

2. Expectation of the Board from the appointed director; the Board level committee(s) in which the director is expected to serve and its tasks:

- a. Time Commitment: The Company anticipates a commitment of sufficient time attention as necessary in order to perform your duties under the appointment.
- b. Strategy: The Company expects that you will constructively challenge and contribute to the development of strategy.
- c. Performance: You shall scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance.
- d. Risk: You should satisfy yourself that the financial information is accurate and that financial controls and systems of risk management are robust and defensible.
- e. Confidentiality: You must perform the highest standards of confidentiality and not disclose to any person or Company (whether during the course of the Appointment or at any time after its termination) any confidential information concerning the Company and any group Companies with which you come into contact by virtue of your position as a Non-Executive Independent Director of the Company.
- f. You will perform the duties of an Independent Director of the Company pursuant to applicable provisions of Section 149 of the Act. "Schedule IV – Code for Independent Director to the Act read with SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015. (Attached as Annexure –I for your ready reference).

- g. The Code of Conduct contains detailed guidelines on professional misconduct, role, functions and duties which an independent Director is expected to perform;
- h. You shall perform the duties of director as prescribed in Section 166 of the Act.

3. Fiduciary duties that come with such an appointment along with accompanying liabilities:

I would also like to draw your attention to the fiduciary duties which you are expected to follow on your appointment as Director. The fiduciary duties are prescribed in Para III of the Code for Independent Directors.

- a. You shall not breach any of the terms and conditions pertaining to Independent Directors as mentioned in the Companies Act, 2013 or the Listing Regulations or any other Act or Regulation.
- b. You shall display utmost clarity in approving financial statement.
- c. You shall disclose interest in any of the contract or arrangements and also disclose the interest on periodical basis as required under law.
- d. You shall strive to attend all meeting including Board, Committee and General Meetings. You shall actively participate in the meetings.
- e. You shall not compromise or allow to compromise "Independence".
- f. You shall not misuse the assets, property, information or any other matter that may be in possession, in capacity as a Director of the Company.
- g. You shall not engage in insider Trading activities.
- h. You shall ensure compliance of all the laws of the land.

The above list is only indicative and not exhaustive.

Any breach of fiduciary duties would warrant civil and criminal action or both by the Company, its shareholders, statutory authorities and others. The Companies Act, 2013, envisages huge penalties and imprisonment for such breaches. You are also exposed to Class Action Suit by Shareholders.

4. Provision for Directors and Officers (D & O) insurance:

The Company has appropriate directors' and officers' (D&O) liability insurance (including ensuring that premiums are properly paid) for your benefit

- i. during the Appointment; and
- ii. after the Appointment,

in each case in respect of any matter occurring or alleged to have occurred while you are or were a director of the Company.

5. Code of Business Ethics that the company expects its directors and employees to follow:

As a Director you should abide by:

- a. Code of Conduct for Board of Directors (Prepared pursuant to SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015. (Attached as Annexure –II)
- b. Code of Conduct for Prohibition of Insider Trading. (Attached as Annexure –III)

The above-mentioned codes are also available on the website of the Company. You shall annually affirm, in writing, the compliance with the code.

6. Independence:

The Board of the Company has determined you to be independent in accordance with Section 149 (6) and (7) of the Companies Act, 2013 read with applicable provisions of the Companies (Appointment and Qualification of Directors), Rules, 2014 and (Listing Obligations and Disclosure Requirements) Regulations, 2015.

If circumstances change and you believe it affects your Independence to the Company, you should discuss this with the Chairman as soon as practicable and inform the Board of Directors immediately.

7. Confidentiality:

- a) All information acquired during your appointment is confidential to 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 regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by Company.
- b) Your attention is also drawn to the requirements under the applicable regulations and the Company's Code of conduct for prohibition of Insider Trading which concern the disclosure of price sensitive information and dealing in the securities of 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 or the Secretary.

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

Fees

You will be paid the sitting fees for attending the Board Meetings and the meeting of the committees where you are appointed. Such fees shall be paid as per the provisions of the Articles of Association and as approved by the Board of Directors from time to time.

You shall also be to the profit related commission within the overall limits approved by

the Shareholders and as recommended by the Board of Directors from time to time.

Expenses

In addition to the fees described above, the Company will reimburse you for all reasonable out of pocket expenses incurred in carrying out your duties.

9. Membership of Committees:

During your tenure as an Independent Director of the Company, you may be inducted as member or Chairman on various committees of the Board as mutually agreed between you and the Board from time to time.

10. Others

The Appointment Letter is issued based on the Act, Rules and other Regulations prevalent at the time of appointment. Any changes in above, shall automatically entail changes in the terms and conditions.

The Board or its committee is empowered to change the policy, from time to time. Such change in policy will be informed to you.

The Board or its Committee are empowered to review and change the terms and conditions of this letter. Any changes, thereof, will be informed to you.

Please confirm your acceptance to the above by returning the duplicate copy of the appointment letter, duly signed.

Thanking you,

Yours sincerely,

For **SMARTLINK HOLDINGS LIMITED**

EXECUTIVE CHAIRMAN

I have read and agree to the above terms regarding my appointment as an Independent and a Non-Executive Director of Smartlink Holdings Limited.

Signature:

Name of the Director:

Date:

Place: