

DRAFT LETTER OF APPOINTMENT FOR INDEPENDENT DIRECTORS

Date:

Mr./Ms..... (DIN:.....)

.....

Dear Mr/Ms....,

Subject: Your appointment as Independent Director (Non-Executive role) on the Board of Directors of Prithvi Exchange (India) Limited (“Prithvi Exchange” or “the Company”) in accordance with provisions of the Companies Act, 2013 and the relevant rules, circular or notifications issued thereunder.

I am pleased to inform you that the Board of Directors of the Company, on the recommendation of its Nomination and Remuneration committee, has appointed you as a Non-Executive Independent Director on the Board. Your appointment as Non-Executive Independent Director is subject to approval of the shareholders at the ensuing general meeting of the Company. I am writing to set out the terms of the appointment. Please note that this is a contract for services and is not a contract of employment.

We have noted and taken on record the confirmation received from your end that you meet the “independence” criteria as provided under Section 149 (6) of the Companies Act, 2013 (“Act”), and your consent to hold office as a director of the Company under the provisions of the Act.

APPOINTMENT:

1. Your appointment as a Non-Executive Independent Director on the Board of Directors of the Company is for an initial term of [●] years from the effective date of the appointment i.e., up to [●] subject to the provisions of the Companies Act, 2013. In compliance with provisions of section 149(13) of the Companies Act, 2013, your directorship is not subject to retirement by rotation.
2. At the end of your tenure as an Independent Director in the Board of Directors of the Company, you shall be eligible to get reappointed based on the recommendation of the nomination committee and approval of the Board of Directors and shareholders of the Company. Moreover, your reappointment will be considered based on your performance which will be evaluated based on your overall contribution to the Company, its shareholders and your independence criteria which will be evaluated at the time of reappointment.
3. Notwithstanding other provisions of this letter, the appointment may be terminated in

accordance with the provisions of the Articles of Association of the Company or on failure to meet the parameters of independence as defined in section 149(6) or on the occurrence of any event as defined in section 167 of the Companies Act, 2013 or on getting disqualified to act as a director pursuant to the provisions of Section 164 of the Companies Act, 2013. So long as you are independent director of the company, you shall ensure that the number of companies in which you hold office as a director or a chairman or committee member will not exceed the upper limit stipulated under the Companies Act or any other applicable Regulations.

4. Upon termination or upon your resignation for any reason, duly intimated to the Company, you will not be entitled to any compensation for loss of office.
5. As a Non-Executive Independent Director 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 ensuring high standards of financial probity and corporate governance. The Board generally meets four times in a year. The Audit Committee generally meets at least four times in a year. Besides, there are other Committee meetings like Nomination and Remuneration Committee, Corporate Social Responsibility Committee, Stakeholders Relationship Committee, etc. meetings of which are ordinarily convened as per requirements or at least once a year. You will be expected to attend Board and Board Committees to which you may be appointed and Shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively. Ordinarily, all meetings are held in Kochi at the Registered Office.
6. By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

ROLE AND DUTIES:

7. Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013. There are certain duties prescribed for all Directors, both Executive and Non- Executive, which are fiduciary in nature and are as under:
 - I. You shall act in accordance with the Company's Articles of Association as may be amended from time to time.
 - II. 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.
 - III. You shall discharge your duties with due and reasonable care, skill and diligence.
 - IV. 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.

- V. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- VI. You shall not assign your office as Director and any assignments so made shall be void.

In addition to the above requirements the Board of Directors also expect you to perform the following functions:

- I. You should constructively challenge and help develop proposals on strategy for growth of the Company.
- II. You should evaluate the performance of management in meeting agreed goals and objectives.
- III. You should satisfy yourself on the integrity of financial information and that financial controls and systems of risk management are effective and defensible.
- IV. You are responsible for determining appropriate levels of remuneration of Executive Directors and have a prime role in appointing, and where necessary, removing Executive Directors and in succession planning.
- V. You will take responsibility for the processes for accurately reporting on performance and the financial position of the Company.
- VI. You should keep governance and compliance with the applicable legislation and regulations under review and the conformity of Company's practices to accepted norms.

REMUNERATION, FEES AND REIMBURSEMENT OF EXPENSES:

- 8. 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. Further, you will also be paid remuneration by way of commission as may be approved by the Board and the Shareholders from time to time.
- 9. The sitting fees presently paid to the Non-Executive Independent Director is Rs. 10,000/- per meeting of the Board and Rs. 5,000 per Committee thereof or such other amount fixed by the Board from time to time.
- 10. You will have no entitlement to any bonus during the appointment and no entitlement to participate in any employee stock option scheme operated by the Company or any Group Company.
- 11. In addition to the remuneration described above, the Company will, for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you for participating in the Board, its Committees and other meetings.

INDEPENDENT PROFESSIONAL ADVICE

12. There may be occasions when you consider that you need professional advice in furtherance of your duties as a Director and it will be appropriate for you to consult independent advisers at the Company's expense. The Company will reimburse full cost of expenditure incurred in accordance with the Company's policy.

INSURANCE

13. The Company proposes to take Directors' and Officers' liability insurance and it is intended that the Company will assume and maintain such cover for the full term of your appointment.

CONFLICT OF INTEREST

14. It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment, 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.
15. 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 judgement that you are independent, this should be disclosed to both the Chairman and the Company Secretary. You are also required to submit a declaration in the beginning of every financial year under Section 149(7) of the Companies Act, 2013 during your tenure confirming whether you meet the criteria of Independence.

EVALUATION

16. The Board of Directors will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis as per Company's Policy. Your appointment and reappointment on the Board shall be subject to the outcome of the yearly evaluation process.

DISCLOSURE OF INTEREST

17. Any material interest that a Director may have in any transaction or arrangement that the Company has entered into should be disclosed no later than when the transaction or arrangement comes up at a 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 contract with a particular person, firm or company is acceptable.

CODE OF CONDUCT

18. During the appointment you are required to comply with regulations as contained in

Schedule IV under Companies Act, 2013, including the Code of Conduct.

CONFIDENTIALITY

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

PUBLICATION OF THE LETTER OF APPOINTMENT

21. In line with provision of Clause IV sub clause 6 of Schedule IV, under Companies Act, 2013, the Company will make public the terms and conditions of your appointment and will also arrange for it to be displayed on the Company's website.

MEMBERSHIP OF COMMITTEES

22. The Board of Directors may appoint you as Member / Chairman of one or more of its Committees which will be covered in a separate communication setting out the relevant committee's terms of reference and any specific responsibilities.

TERMINATION

23. 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. In terms of provisions of the Companies Act, 2013, you are required to file a copy of your resignation letter with the Registrar of Companies.
24. 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.
25. 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.

GENERAL

26. This Letter and any non-contractual obligations arising out of or in connection with this Letter are governed by, and shall be construed in accordance with, the laws of India, and the parties agree to submit to the exclusive jurisdiction of the courts of Ernakulam.
27. Please confirm your agreement to the above by signing and returning the enclosed duplicate of this Letter.

Yours sincerely,

For **Prithvi Exchange (India) Limited**

Chairman

Date:

Place:

I consent to accept my appointment as Independent and Non-Executive Director of Prithvi Exchange (India) Limited as per the terms set out above.

Independent Director

Date