

**Date:** \_\_\_\_\_

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

**Sub: Your Appointment as an Independent Director of Jay Jalaram Technologies Limited.**

We are pleased to inform you that the members of Jay Jalaram Technologies Limited (the “Company”) at their Annual General Meeting / Extra Ordinary General Meeting held on \_\_\_\_\_, have approved your appointment as an Independent Director of the Company for a consecutive period of five years commencing from \_\_\_\_\_ to \_\_\_\_\_, not liable to retire by rotation.

This Appointment Letter sets out the terms and conditions of your appointment as an Independent Director of the Company. Your appointment as an Independent Director is also subject to the applicable provisions of the Companies Act, 2013 (the “Act”), Schedule IV and the Rules framed thereunder and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended from time to time and the Articles of Association of the Company, which are as follows:

**1) INDEPENDENT DIRECTORS’ DATA BANK:**

You have registered yourself as an Independent Director in the Independent Directors’ Data Bank as maintained by the Indian Institute of Corporate Affairs and the Registration Number is: \_\_\_\_\_.

You shall comply with the conditions and compliances mentioned in Rule 6 the Companies (Appointment and Qualification of Directors) Rules, 2014 as amended from time to time.

**2) TERM OF APPOINTMENT:**

You will be appointed as a Non-Executive Independent Director of the Company for a consecutive period of five years commencing from \_\_\_\_\_ to \_\_\_\_\_, not liable to retire by rotation.

The term “Independent Director” should be construed as defined under Section 149(6) Companies Act, 2013 and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“the Listing Regulations”).

**3) APPOINTMENT AS A CHAIRMAN / MEMBER OF THE COMMITTEES:**

Presently, you have been appointed as a Chairman and / or Member of the following Committees of the Board of Directors of the Company:-

Name of the Committee	Designation
Audit Committee	_____

Nomination and Remuneration Committee	_____
Stakeholders Relationship Committee	_____

The Board of Directors of the Company (the “Board”) may appoint you as a Chairman and / or Member of one or more Committee(s) that may be set up in the future. Your appointment on such Committee(s) will be subject to the applicable legal requirements.

**4) ROLES, RESPONSIBILITIES AND DUTIES OF AN INDEPENDENT DIRECTOR OF THE COMPANY:**

You are required to perform various roles and responsibilities and also to discharge various duties as are required to be performed and discharged by an Independent Director under Section 149 read with Schedule IV of the Act and Rules made thereunder read with the Listing Regulations. There are certain roles, responsibilities and duties prescribed for Independent Directors, which are as under including others:

- a) You shall help in bringing an independent judgment on the Board’s deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
- b) You shall bring an objective view in the evaluation of the performance of board and management;
- c) You shall scrutinise the performance of management in meeting the agreed goals and objectives and monitor the reporting of performance;
- d) You shall satisfy yourself on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
- e) You shall safeguard the interests of all stakeholders, particularly the minority shareholders;
- f) You shall balance the conflict of interest of the stakeholders;
- g) You shall determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management;
- h) You shall moderate and arbitrate in the interest of the Company as a whole, in situations of conflict between management and shareholder’s interest.
- i) You shall undertake appropriate induction and regularly update and refresh your skills, knowledge and familiarity with the Company;
- j) You shall seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the Company;
- k) You shall strive to attend all meetings of the Board of Directors and of the Board Committees of which you are a chairman and / or member and shall participate constructively and actively;
- l) You shall strive to attend the general meetings of the Company;
- m) In case you have any concerns about the running of the Company or a proposed action, you shall ensure that the same are addressed by the Board and, to the extent that they are not resolved, you shall insist that your concerns are recorded in the minutes of the Board meeting;

- n) You shall keep yourself well informed about the Company and the external environment in which it operates;
- o) You shall not unfairly obstruct the functioning of the Board or Committee of the Board;
- p) You shall pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure yourself that the same are in the interest of the Company;
- q) You shall ascertain and ensure that the Company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;
- r) You shall report concerns about unethical behaviour, actual or suspected fraud or violation of the Company's code of conduct or ethics policy;
- s) You shall assist in protecting the legitimate interests of the Company, shareholders and its employees;

**5) REMUNERATION:**

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 attending Meetings of the Board and its Committee as may be decided and approved by the Board from time to time.

**6) REIMBURSEMENT OF EXPENSES:**

In addition to the remuneration described hereinabove, the Company shall reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties during the term of your appointment.

**7) DISCLOSURES REGARDING OTHER DIRECTORSHIPS AND INTERESTS:**

You are required to disclose to the Company the interests and any matters which may affect your independence. During the term of your appointment, you agree to promptly notify the Company of any change in your Directorships and provide such other disclosures and information as may be required under Section 184 read with section 149 and Schedule IV of the Act and Rules made thereunder read with the Listing Regulations.

You also agree that upon becoming aware of any potential conflict of interest with your position as Independent Director of the Company, you shall promptly disclose the same to the Board.

During the term of your appointment, you agree to promptly provide a declaration under Section 149(7) of the Companies Act, 2013 upon any change in circumstances which may affect the status as an Independent Director in addition to other disclosures as may be required under the Act and also as per Company's Code of Conduct and other Policies.

**8) CONFIDENTIALITY**

You shall not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

You shall surrender all the documents and other materials made available to you by the Company during the tenure of appointment on or before the termination of your appointment.

**9) SEPARATE MEETING OF INDEPENDENT DIRECTORS:**

The Independent Directors of the Company shall hold at least one meeting in a financial year without the attendance of non-independent directors and members of management and all the Independent Directors of the Company shall strive to be present at such meeting.

At such meeting, the Independent Directors shall:

- a) review the performance of non-independent directors and the Board as a whole;
- b) review the performance of the Chairperson of the Company, taking into account the views of executive directors and non-executive directors;
- c) assess the quality, quantity and timeliness of flow of information between the Company management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

**10) RESIGNATION OR REMOVAL OF INDEPENDENT DIRECTORS:**

The resignation or removal of an Independent Director shall be in the same manner as is provided in Sections 168 and 169 of the Act. You shall give a notice of resignation in writing to the Company stating the reasons for resignation.

**11) TERMINATION OF APPOINTMENT:**

Your appointment shall be terminated if, at any stage during your term, there is a change that may affect your status as an Independent Director as provided under Section 149(6) of the Act, or if you fail to meet the criteria for “Independence” as provided under Section 149(6) read with Schedule IV of the Act and rules made thereunder read with the Listing Regulations. In such a situation, you shall promptly submit your resignation to the Company with effect from the date of such change.

With best wishes,

**Yours sincerely,**

**For Jay Jalaram Technologies Limited**

\_\_\_\_\_

**DIN:** \_\_\_\_\_

I have read, understood and agreed the above terms and conditions of my appointment as an Independent Director of Jay Jalaram Technologies Limited.

\_\_\_\_\_

**DIN:** \_\_\_\_\_