



Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of Independent Director  
Address:

**Subject: Appointment as an Independent Director.**

Dear Sir,

We are pleased to inform you that the Board of Directors (“the Board”) of Metalman Auto Limited (“the Company”) have approved your appointment as an Additional Director (Independent) of the Company in its meeting held on \_\_\_\_\_, \_\_\_\_, as per the provisions of the Companies Act, 2013 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended, to the extent applicable.

This letter sets out the terms of your appointment and you may also kindly note the following in respect of your appointment: -

**1. APPOINTMENT:**

In accordance with the provisions of the Companies Act, 2013, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 and other applicable laws (hereinafter referred to as the “Relevant Laws”), you will serve as an Independent Director of the Board for a term of five consecutive years commencing on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, not liable to retire by rotation. Your appointment is subject to the approval of the members of the Company.

**2. COMMITTEES OF THE BOARD:**

The Board may, if deems fit, invite you for being appointed in one or more existing Committee(s) or any such Committee set up in future. Your appointment in such Committee(s) will be subject to the applicable statutory provisions for the time being. Upon your appointment to any one or more Committees, you will be provided with the appropriate Committee charter which sets out the functions of that Committee.

**3. FAMILIARISATION PROGRAMME:**

Every new Independent Director of the Board attends an orientation program. Presentations are made by whole-time directors / senior managerial personnel. The presentations cover an overview of nature of industry, business model, role, rights and responsibilities among other relevant aspects of the Company.



#### **4. ROLE:**

Independent Directors have the same general legal responsibilities to the Company as that of any others. The Board, as a whole, is collectively responsible for ensuring the success of the Company by directing and supervising the Company's affairs under the Relevant Laws.

You shall perform the duties of an Independent Director in accordance with the Articles of Association and the Code of Conduct for Independent Director formulated by the Company in accordance with the Schedule IV to the Companies Act, 2013, the Relevant Laws, as amended from time to time and any documents relating to the respective duties of the Independent Director as approved by the Board, subject to the Relevant Laws.

You shall devote such time to the affairs of the Company as is required by your duties as an Independent Director.

#### **5. PROFESSIONAL CONDUCT:**

As an Independent Director, you shall:

- (a) uphold ethical standards of integrity and probity;
- (b) act objectively and constructively while exercising your duties;
- (c) exercise your responsibilities in a bona fide manner in the interest of the Company;
- (d) devote sufficient time and attention to your professional obligations for informed and balanced decision-making;
- (e) not allow any extraneous considerations that may vitiate your exercise of objective independent judgement in the paramount interest of the Company as a whole, while concurring in or dissenting from the collective judgement of the Board in its decision-making;
- (f) not abuse your position to the detriment of the Company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
- (g) refrain from any action that could lead to a loss of your independence;
- (h) ensure that if circumstances arise under which you may lose your independence, you will immediately inform the Board accordingly; and
- (i) assist the Company in implementing the best corporate governance practices.

#### **6. FEES AND COMPENSATION:**

You will be paid remuneration by way of sitting fees for attending meeting(s) of the Board and its Committee(s) as may be decided by the Board of Directors from time to time.

Further, you may also be paid compensation as may be approved by the Board and members of the Company from time to time, subject to the Relevant Laws.

The said Fees and compensation will be linked to your presence at the Board and Committee meetings and also on the basis of your position in various Committee(s) of the Board, whether as the Chairman or a member of the Committee(s), as the case may be.



In addition to fees and compensation described above, the Company shall reimburse you the traveling, hotel, out of pocket and other incidental expenses incurred by you in performance of your roles and duties.

**7. DIRECTORS AND OFFICERS LIABILITY INSURANCE:**

The Company has “Directors and Officers Liability Insurance” (“Insurance”) and you are covered in that Insurance while serving as on the Board of the Company.

**8. TERM:**

Independent Directors are eligible to serve for a period of two terms of up to 5 years each or until he has attained the maximum age of retirement as prescribed under the Relevant Laws, whichever is earlier. Provided that the term of the Independent Director holding these positions may be extended beyond the maximum age in the manner specified under the Relevant Laws.

**9. MEMBERSHIPS OF OTHER BOARDS:**

It is expected that you will not serve on the boards of competing companies. Apart from the applicable law and good corporate governance practices, there are no other additional limitations.

**10. PERFORMAVCE EVALUATION:**

The provisions contained in the Relevant Laws shall apply as regards the performance evaluation of the Independent Director is concerned, which shall include:

- (a) the performance of the Independent Directors; and
- (b) fulfilment of the independence criteria as specified in the Relevant Laws.

**11. CODE OF CONDUCT:**

You are also required to comply with the Company's Code of Conduct including the insider trading policies framed for the time being and other policies applicable for the time being under the Relevant Laws as the Board may from time to time specify and shall also furnish annual affirmation of the same, to the extent applicable.

**12. CONFIDENTIALITY:**

You will apply the highest standards of confidentiality and not disclose to any person (whether during the course of the tenure as Independent Director or at any time after cessation) any confidential information concerning the Company including any that of subsidiary or associate or joint ventures or any group companies, as the case may be, with which you may come into contact by virtue of the position as an Independent Director, except as permitted by law or with prior clearance from the Board of Directors of the Company.



Your attention is also drawn to the requirements under applicable laws as to the disclosure of price sensitive information. Consequently, you should not make any statements or disclose information that might risk a breach of the requirement laws.

**13. RESIGNATION:**

You may resign any time from the position of Independent Director by a written notice. It is desirable that you inform Chairman in advance of your intention to resign or not to seek re-appointment which will help the Company to fill the vacancy.

**14. JURISDICTION AND GOVERNING LAW:**

This agreement is governed by and will be interpreted in accordance with Indian laws and your engagement shall be subject to the jurisdiction at the Court at New Delhi.

**15. MISCELLANEOUS:**

- a) You will not be an employee of the Company and this letter shall not constitute contract of employment.
- b) The Company must be informed by the Independent Director of any relation with any other Director or may have material interest in any transaction or arrangement that the Company has entered into. Such interest should be disclosed not later than when transaction or arrangement comes up at the Board meeting so that the minutes may record your interest appropriately and records to be updated accordingly. Further, the details regarding any relation with the Directors of the Company may be informed as on the date of appointment and from time to time as and when there is any change.

It is a pleasure to have you on board. We are confident that your association, expertise and advice will immensely benefit the Board and the Company.

**Yours sincerely,**

**Name**  
**Designation**  
**DIN:**

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

Signature:

Name:

Date: