

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

To,

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

**Sub: Your Appointment as an Independent Director**

\_\_\_\_\_

We are pleased to inform you that the Board of Directors at their meeting dated \_\_\_\_\_ and subsequently Members of the Company at their Annual General Meeting dated \_\_\_\_\_ have appointed you as an Independent Director of the Company.

The following are the terms and conditions of your appointment:

### **1. Appointment**

You will hold the office for the period of \_\_\_\_ ( ) years commencing from \_\_\_\_\_. Your appointment as an Independent Director on the Board of Directors of the Company is subject to the provisions of the Companies Act 2013 and the rules made thereunder.

As an Independent Director, you will not be liable to retire by rotation.

Your reappointment as an Independent Director at the end of the Term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the shareholders. Reappointment would be considered based on the outcome of the performance evaluation process and independence criteria.

Your appointment is subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and SEBI LODR. Your terms of appointment should be construed as defined under the Companies Act, 2013 and SEBI LODR.

### **2. Committee**

The Board of Directors (the Board) may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee that is set up in the future as a Chairman or Member.

### **3. Role, duties and responsibilities**

- I. As members of the Board, you, along with the other Directors, will be collectively responsible for meeting the objectives of the Board, which include:
  - Requirements under the Act,
  - "Responsibilities of the board of directors" as outlined in the SEBI LODR,
  - Accountability under the Directors' Responsibility Statement.

- II. You shall abide by the 'Code for Independent Directors' as outlined in section 149(8) read with Schedule IV to the Companies Act, 2013 ("the Act") and duties of directors as provided in the Act (including Section 166) and SEBI LODR.
- III. You are particularly requested to provide guidance in your area of expertise.

#### **4. Time Commitment**

You shall devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities as Independent Directors.

#### **5. Remuneration**

As Independent Directors, you shall be paid sitting fees, as may be determined by the Board from time to time, for attending meetings of the Board and the Committees of which you are member.

Further, the Company may pay or reimburse to the Director such expenditure, as may have been incurred by them while performing your role as Independent Directors of the Company. This could include reimbursement of expenditure incurred by you for accommodation, travel and any out-of pocket expenses for attending Board/Committee meetings, general meetings, court convened meetings, meetings with shareholders/creditors/ management, site visits, induction and training (organised by the Company for Directors) and in obtaining, subject to the expense being reasonable, professional advice in the furtherance of your duties as Independent Directors.

#### **6. Insurance**

The Company will take an appropriate Directors' and Officers' Liability Insurance policy and pay the premiums for the same. It is intended to maintain such insurance cover for the Term of your appointment, subject to the terms of such policy in force from time to time. A copy of the policy document is provided to the Independent Directors on request.

#### **7. Code of Conduct**

As Independent Directors of the Company, you shall comply with the Company's code of Conduct. For your reference, Code of Conduct, as adopted by the Board, is provided to you.

Unless specifically authorised by the Company, you shall not disclose Company and business information to constituencies such as the media, the financial community, employees, shareholders, agents, franchisees, dealers, distributors and importers. Your obligation of confidentiality shall survive cessation of your respective directorships with the Company.

The provisions of both, Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and the Company's Code of Conduct for Prevention of Insider Trading, prohibiting disclosure or use of unpublished price sensitive information, would be applicable to you as an Independent Director.

Additionally, you shall not participate in any business activity which might impede the application of your independent judgment in the best interest of the Company.

You are required to sign a confirmation of compliance with Company's Code of Conduct for, as adopted by the Board, on annual basis.

## **8. Training and Development**

The Company may, if required, conduct formal training program for Independent Directors, which may include any or all of the following:

- Board roles and responsibilities, whilst seeking to build working relationship among the Board members,
- Company's vision, strategic direction, core values, ethics and corporate governance practices,
- Familiarization with financial matters, management team and business operations,
- Meetings with stakeholders, visits to business locations and meetings with senior and middle management

The Company may, as may be required, support you to continually update your skills and knowledge and improve your familiarity with the Company and its business. The Company will fund/ arrange for training on all matters which are common to the whole Board.

## **9. Performance Appraisal / Evaluation Process**

As members of the Board, your performance as well as the performance of the entire Board and its Committees will be evaluated annually. Your evaluation shall be done by all the other directors. The criteria for evaluation shall be disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board/Committee.

## **10. Disclosures, other directorships and business interests**

During your term, you shall promptly notify the Company of any change in your directorships, and provide such other disclosures and information as may be required under the applicable laws. Upon becoming aware of any potential conflict of interest with your position as Independent Directors of the Company, you shall promptly disclose the same to the Chairman and the Company Secretary.

During your term, you shall promptly provide a declaration under Section 149(7) of the Act, upon any change in circumstances which may affect your status as an Independent Director.

## **11. Changes of personal details**

During your term, you shall promptly intimate the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

## **12. Disengagement**

You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by them in the notice, whichever is later.

Your directorship on the Board of the Company shall cease in accordance with law. The Company may disengage you prior to completion of your term (subject to compliance of relevant provisions of the Act and SEBI LODR) upon:

- Violation of any provision of the Company's Code of Conduct.
- Upon the failing to meet the criteria for independence as envisaged in the Act or the SEBI LODR.

Kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Thanking you,

Yours truly,  
**For Voltamp Transformers Limited**

**Kanubhai S. Patel**  
**Chairman & Managing Director**  
**DIN : 00008395**