

JASCH GAUGING TECHNOLOGIES LTD
TERMS & CONDITIONS OF INDEPENDENT DIRECTORS
(PROFORMA OF LETTER ISSUED TO INDEPENDENT DIRECTORS
REGARDING THEIR APPOINTMENT)

No.

Date

Shri/Smt/Km

Address:
[Email id, mobile]

Dear Sir/Madam,

LETTER OF APPOINTMENT AS INDEPENDENT DIRECTOR

We are pleased to inform you that on the recommendations of the Nomination & Remuneration Committee and the Board of Directors of the Company, the shareholders of the Company in the Annual General Meeting held on xxxxxxxx have passed a Special Resolution appointing you as an Independent director of the Company for a term of five years i.e. from xxxxxx to xxxxxx

Your appointment will be governed by provisions of Indian Companies Act, 2013 (the “Act”); Rules framed thereunder, SEBI (Listing Obligations & Disclosure Requirements) Regulations, 2015, Articles of Association of the Company and other applicable provisions of laws (all as amended from time to time). The following terms and conditions will apply to this appointment:

1. You will be paid such sitting fee for attending meetings of the Board/Committees thereof, as may be approved by the Board from time to time. In addition, you will be entitled to be reimbursed all reasonable travel, hotel accommodation or other expenses incurred by you wholly and exclusively in discharge of your duties as a director.
2. You shall abide by the Code of Independent Directors, as contained in Schedule IV read with Section 149(7) of Companies Act, 2013 and other provisions of law. You shall carry out the duties as contained in Paragraph III of Schedule IV of the Companies Act, 2013 and such other duties as may be prescribed and/or as may be assigned to you by Board of Directors.
3. The Board may appoint you as Member or Chairman of any of the Committees constituted by it and you shall carry out such duties as are necessary and incidental to such roles.
4. You shall endeavour to attend all Meetings of the Board, its Committees and General Meetings of shareholders. In addition, you shall take part in at least one meeting of independent directors in a year.

5. You shall keep yourself acquainted with and updated about various provisions of law which may be applicable to you as director/independent director/insider/a person being in fiduciary relation with the Company. You may seek independent legal and other professional advice, wherever necessary, to perform your duties and you will be entitled to reimbursement of reasonable costs incurred in seeking such advice. In these circumstances, you are expected to discuss the issues concerned with the Chairman/Company Secretary of the Company in advance.
6. You shall keep the Company informed, without undue delay, of your interest in transactions by the Company, your interest in company's shares, its subsidiaries and associates. In accordance with provisions of law, you shall periodically disclose your interest, if any, in other companies, firms, bodies corporate and other associations of individuals. In case you, either alone, or together with other directors, hold more than 2% shares in any other company/body corporate, you shall disclose that also, to the Company.
7. Notwithstanding anything to the contrary contained in this appointment letter, your appointment as independent director may be terminated early in accordance with the procedure prescribed by law. This appointment will automatically come to an end early, immediately if and when you cease to be independent within the meaning of Section 149(6) of Companies Act, 2013, if your name is removed from the Independent Directors' Databank maintained by the government or if you cease to be eligible to act as a director by operation of Section 164, 165 of Companies Act, 2013 or any other provisions of law.
8. In addition to your obligations as prescribed or as may be prescribed in future, both during and following the period of your association with the Company as director, you shall not disclose or use any confidential information of or relating to the Company except in the performance of your duties as a director of the Company. Confidential information includes Board deliberations, Company financial information, internal Company reports and details of transactions or prospective transactions involving the Company, but does not include any information available in the public domain.
9. There will be no employer-employee relationship between you and the Company.
10. You shall, at all times, keep the company updated about your address, email id and mobile number.