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# LETTER OF APPOINTMENT OF INDEPENDENT DIRECTOR

[.] (Insert Date)
[.] (Insert Name of the Director)
[.] (Insert Address)

Dear [.],

Sub: **Appointment as Non-Executive Independent Director under the provisions of Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.**

We are pleased to inform you that the Shareholders have approved your appointment as an Independent Director of the Company w.e.f. ……. pursuant to the provisions of Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015. This letter of appointment sets out the terms and conditions covering your appointment which are as follows:

**Appointment & Remuneration:**

You are appointed as an Independent Director of the Company with effect from …… up to ……..This tenure is subject to your meeting the criteria for being an Independent Director and not being disqualified to be a director under the applicable regulations.

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 fee for attending meetings of the Board and its Committees as may be decided by the Board from time to time.

Also, you will not be entitled to stock options under Company's Stock Option Plan. Again, you will not be entitled to any compensation for loss of office.

In addition to above, you will also be entitled for reimbursement of the travel, hotel and other incidentalexpenses incurred by you in the performance of your role and duties.

**Board Committees:**

During the tenure of office, you may be requested to serve on one or more Committees of the Board and the event of acceptance of such request(s) you will be provided with the relevant Committee's terms of reference and specific responsibilities. You are currently nominated on the following Committees of the Board, whose terms of reference have been provided to you:

(To be modified as applicable)

1. Audit Committee

2. Stakeholder's Relationship Committee
3. Nomination and Remuneration Committee
4. Corporate Social Responsibility & ESG Committee
5. Board Committee for shares
6. Risk Management Committee
7. Share Transfer Committee
8. Management and Finance Committee
9. Planning and Review Committee

The Board may reconstitute the composition of any/all Committees from time to time and any such change shall be promptly communicated to you.

**Time Commitment:**

As a Non-executive Director, you are expected to devote such time as may be necessary to perform your duties as an Independent Director. You are expected to attend the meetings of the Board/Committees of the Board and of the Shareholders and to devote such time to your duties, as be appropriate to discharge your role effectively.

**Role and duties:**

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the Listing Agreement with the S, which shall include inter-alia:

1. To act in accordance with the Company's Articles of Association.
2. To act in good faith in order to promote the objects of the Company in the best interests of the Company, its employees, the Shareholders and the community.
3. To discharge your duties with due and reasonable care and diligence, skill and diligence and shall exercise independent judgment.
4. Not to involve yourself in a situation in which you have a direct or indirect interest that conflicts,or possibly may conflict, with the interest of the Company.
5. Not to achieve or attempt to achieve any undue gain or advantage either for yourself or for yourrelatives, partners or associates.
6. Not to assign your office as Director and such assignment, if occurs, shall be void.

**Liability:**

The liability that devolves pursuant to your appointment would be as per the applicable laws and Articles of Association of the Company.

**Technology:**

You may give your consent by advance notification to the Director or Chairman or Company Secretary to participatein any meeting(s) of the Board or Committee of Directors, when necessary, through video conferencing or other audio-visual means, except for matters not to be so dealt with under the provisions of the Companies Act, 2013.

**Conflict of Interest:**

During your term, you are required to promptly notify the any change in your Directorships, appointments and interest in any manner whatsoever. In the event that your circumstances seem likely to change and could give rise to a conflict of interest or, when applicable, circumstances that lead the Board to revise its judgment on your independence, you should promptly disclose the same to both the Chairman and the Company Secretary of the Company.

**Evaluation Processes:**

Your performance evaluation shall be done by the Board of Directors annually, without your participation. You will participate in reviewing the performance of the Board as a whole and the other Directors on annual basis.

**Code of Conduct:**

During the appointment you are required to comply with the Code of Conduct for Independent Directorsas provided in Schedule IV to the Companies Act, 2013. You are also requested to give a declaration thatyou meet the criteria of 'independence' every financial year pursuant to the provisions of Section 149(7) of the Companies Act, 2013 and under the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

You are also required to abide by

(a) Company's Code of Conduct for Directors and Senior Management
(b) Company's Code of Conduct for Prevention of Insider Trading

**Confidentiality:**

All information acquired during your appointment is confidential to the Company and shall not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Director/ Chairman, unless required by law or by the rules of any Sock Exchangeor any regulatory body. On request, you shall surrender any documents and other materials made available to you by the Company.

**Independent Professional Advice:**

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 as far as possible jointly with other Independent Directors, should they also choose or otherwise even for your own,

independent advisors at the Company's expense. The Company will reimburse the full cost of expenditure reasonable incurred in connection therewith.

**Availability of Directors and Officers Liability Insurance:**

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

**Resignation or removal:**

The resignation or removal of an Independent Director shall be in the manner as provided under Sections 168 and 169 of the Companies Act, 2013.

**General:**

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 in India.

Please confirm your agreement to the above by signing and returning the enclosed duplicate copy of this letter.

Yours sincerely,

for **HEG Graphite Limited**

**Chairman, Managing Director & CEO**

I have read and agree and confirm the above terms regarding my appointment as an Independent Director of HEG Graphite Limited.

[.] (Insert Name of the Director)
[.] (Insert DIN)
[.] (Insert Date)