

DRAFT

Date: []

To

<Name of the Director>

<Address>

Dear Sir,

Sub: **Letter of Appointment**

Our Company is grateful to you for giving your kind consent for appointment as an Independent Director of our Company. We look forward to your continued participation in the affairs of the company and advice for the growth and development of the Company and all its stakeholders.

We are pleased to inform you that the Members of the Company at the ----- Annual General Meeting (AGM) held on ----- have approved your appointment(s) as a Non-Executive Independent Director of the Company for a period of----- consecutive years with effect from -----.

This letter of appointment sets out the terms and conditions covering your appointment. Kindly confirm your agreement to the above by signing and returning the enclosed duplicate of this letter.

1. The appointment has been made for a period of ----- years with effect from -----.
2. You will devote sufficient time to the affairs of the Company while functioning as an Independent Director as would be required to help the Company to achieve its objectives.
3. You may be invited by the Board to serve on one or more Board Committees or Other Committees of the Company, either as Chairman or Member. The role of these Committees shall be determined by the Board from time to time. The induction of an Independent Director as a Chairman or Member in any Committee shall be subject to all applicable Laws, Rules and Regulations.
4. As per the legal provisions, you will discharge your duties as per the provisions of Companies Act, 2013, read with Rules made there under, Code of Conduct of Independent Directors as per Schedule IV of the Companies Act, 2013, SEBI (Listing Obligations and Disclosure Requirements), Regulations 2015, Articles of Association of the Company and other Statutes as may be applicable from time to time.
5. The Company will maintain a Directors and Officers (D and O) Insurance Policy to pay for the personal liability of the Directors for claims made against them while serving on the Board of the Company.
6. The Company has adopted Code of Conduct for the Directors, Senior Management and the Management Team, which is applicable to Independent Directors also. The Independent Directors are also expected to abide by Code for Independent Directors as per Schedule IV of the Companies Act, 2013.

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7. As an Independent Director you will be expected not to:
 - (a) involve in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the company.
 - (b) achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners, or associates and if you are found guilty of making any undue gain, you will be liable to pay an amount equal to that gain to the company.
 - (c) assign your office and any assignment so made shall be void.
8. Remuneration will be paid by way of fee and reimbursement of expenses for participation in the Board and other meetings and commission and/or such other payments as may be decided by the Board from time to time. Such payments shall be subject to the provisions of Companies Act, 2013 and any amendments /subsequent legislation applicable to such appointments.
9. As per the provisions of Companies Act, 2013, your performance as an Independent Director will be reviewed on an annual basis.
10. Your attention is drawn to the requirements of SEBI (Prohibition of Insider Trading) Regulations 2015, as amended from time to time in respect of disclosure of price-sensitive information. Consequently, you should not make any statements and/or enter into transactions that might risk a breach of these requirements.
11. During your term as an Independent Director of the Company, you may promptly notify the Company any changes in your directorships and submit such disclosures, information and details as may be required under applicable law. During your tenure, you agree to provide a "Declaration of independence" under Section 149(7) of the Act and Regulation 25(8) of the Listing Regulations upon any change in circumstances which may affect your status as an Independent Director of the Company.
12. You and your immediate relatives should not trade in the securities of the Company except in the manner stated in the Company's Internal Code of Conduct to Regulate, Monitor and Report Trading by Designated Persons & Code of Conduct and with the approval of the Compliance Officer.
13. All non-public information obtained during your term of appointment is confidential to the Company and should not be released, either during your appointment or following cessation (by whatever means) to third parties without prior clearance from the Chairman, or as required by law.

For **BIRLA CORPORATION LIMITED**

CHAIRMAN

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[Name of the Director]

DIN: -----