

Date []:

Dear [],

Sub: Appointment as Independent Director

We are pleased to inform you that upon the recommendation of the Nomination and Remuneration Committee, the Board of Directors ('the **Board**') of Blacksoil Capital Private Limited ('the **Company**') have approved your appointment as an independent director of the Company ('**Independent Director**'). This letter sets out the terms of your appointment.

1. Appointment and Tenure

- 1.1. In accordance with the provisions of the Companies Act, 2013 and other applicable laws (hereinafter referred to as "Applicable Laws"), you will serve as an Independent Director of the Board for a period of 5 (five) years from the date of appointment. Your appointment is subject to the approval of shareholders.
- 1.2. Independent Directors are not liable to retire by rotation.
- 1.3. Re-appointment 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. The re-appointment would be considered by the Board based on the outcome of the performance evaluation process and satisfaction of independence criteria.

2. Induction

To familiarise Independent Director with the Company's business model, strategy, operations, organisational structure, and the products and services offered by the Company, an orientation program shall be organized in consultation with the Board.

You also undertake to successfully complete any assessment test/training program mandated by any Statutory/Regulatory Authorities, from time to time.

3. Board Committees

The Board may invite you to be appointed as a member/chairperson on one or more Committees of the Board. Your appointment on such committees shall be subject to the applicable regulations. You will be provided with the approved terms of reference of the respective committees which set out its functions.

4. Time commitment

- 4.1. as an Independent Director you are expected to attend the Board meetings, the meetings of the committees of the Board to which you may be appointed, and the shareholders' meetings, and to devote such time as appropriate to discharge duties effectively. By accepting this appointment, the Director confirm that he/she is able to allocate sufficient time to meet the expectations from Independent Director role as set out in the appointment letter and under the Applicable Laws.

4.2. The schedule of the Board meetings, the meetings of the committees of the Board, and the shareholders' meetings, shall be finalised in discussions with the Board and the management of the Company, and on finalisation, shall be communicated to Independent Director.

5. Professional conduct

As an Independent director, you shall:

- 5.1. uphold ethical standards of integrity and probity;
- 5.2. act objectively and constructively while exercising your duties;
- 5.3. exercise your responsibilities in a bona fide manner in the interest of the Company, its shareholders, employees, and other stakeholders;
- 5.4. devote sufficient time and attention to his professional obligations for informed and balanced decision making;
- 5.5. not allow any extraneous considerations that will vitiate his exercise of objective independent judgment in the paramount interest of the company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making;
- 5.6. not abuse your position to the detriment of the Company for the purpose of gaining direct or indirect personal advantage or advantage for any associated person.
- 5.7. refrain from any action that could lead to a loss of your independence.
- 5.8. where circumstances arise which make an independent director lose his/her independence, the independent director must immediately inform the Board accordingly;
- 5.9. assist the Company in implementing the best corporate governance practices.
- 5.10. Shall abide by the Code of Conduct for Directors and Senior Management of the Company which includes the Code for Independent Directors' as outlined in Schedule IV of the Companies Act, 2013;
- 5.11. not assign the office as Director and any assignments so made shall be void;

6. Role and Functions

The independent Directors shall:

- 6.1. help in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
- 6.2. bring an objective view in the evaluation of the performance of board and management;
- 6.3. scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;

- 6.4. satisfy themselves on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
- 6.5. safeguard the interests of all stakeholders, particularly the minority shareholders;
- 6.6. balance the conflicting interest of the stakeholders;
- 6.7. determine appropriate levels of remuneration of executive Directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive Directors, key managerial personnel and senior management;
- 6.8. moderate and arbitrate in the interest of the company as a whole, in situations of conflict between management and shareholder's interest.
- 6.9. review and decide on succession planning of executive officers of the Company;
- 6.10. advice and counsel the Management;
- 6.11. oversee and ensure the integrity of financial information and legal compliance;

7. Duties

The independent Directors shall—

- 7.1. undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the company;
- 7.2. seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the company;
- 7.3. strive to attend all meetings of the Board of Directors and of the Board committees of which he is a member;
- 7.4. participate constructively and actively in the committees of the Board in which they are chairpersons or members;
- 7.5. strive to attend the general meetings of the company;
- 7.6. where they have concerns about the running of the company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board meeting;
- 7.7. keep themselves well informed about the company and the external environment in which it operates;
- 7.8. not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;
- 7.9. pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the company;
- 7.10. ascertain and ensure that the company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;

- 7.11. report concerns about unethical behavior, actual or suspected fraud or violation of the company's code of conduct or ethics policy;
- 7.12. acting within his authority, assist in protecting the legitimate interests of the company, shareholders and its employees;
- 7.13. not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.
- 7.14. to act in accordance with the memorandum of association and articles of association of the Company;

8. Remuneration

The remuneration payable to Independent Director shall be governed by the relevant provisions of the Articles of Association of the Company and the Companies Act, 2013 and Rules made there under. You will be paid remuneration by way of sitting fees for meetings of the Board and its committee/ sub-committees as may be decided by the Board of Directors of the Company. You shall be paid profit-related commission, as may be recommended by the Nomination and Remuneration Committee, to the Board from time to time.

In addition, you will also be entitled to reimbursement of all expenses for participation in the Board and other meetings.

Independent Director is not eligible to participate in stock options schemes of the Company.

9. Evaluation Process:

The provisions contained in the Companies Act, 2013 will apply as regards performance evaluation.

The performance of independent directors shall be evaluated by the entire Board of Directors. On the basis of the report of performance evaluation, it shall be determined whether to extend or continue the term of your appointment as an Independent Director.

You will participate in reviewing the performance of the other independent and non-independent directors and the Board as a whole and also review the performance of the Chairperson of the Company, taking into account the views of the executive and non-executive directors of the Company.

10. Independent Directors' separate meetings

In line with the provisions of Clause VII of Schedule IV to Section 149 under Companies Act, 2013, the Independent Directors shall hold at-least one meeting in a Financial Year, without the attendance of non-independent directors and members of management.

The performance of non-independent directors and the Board as a whole shall be reviewed in such meetings.

11. Term

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

11.2. Subject to applicable law and the articles of association of the Company, Independent Director may resign from his/her directorship by citing reason for resignation by serving not less than 3 months prior written notice to the Company.

11.3. Notwithstanding other provisions of the appointment letter, the appointment may be terminated in accordance with the provision of the Articles of Association of the Company or any failure to meet the parameters of independence as defined in Section 149(6) or on occurrence of any event as defined in Section 167 of the Companies Act, 2013.

11.4. Upon termination or upon his/her resignation or any other reason, duly intimated to the Company, Independent Director will not be entitled to any compensation for loss of office.

12. Change of personal details

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

13. Publication of the terms and conditions of the appointment

In line with the provisions of Clause IV sub clause 6 of Schedule IV to Section 149 under Companies Act, 2013, the Company will make public the terms and conditions of appointment of Independent Director by displaying it on the Company's website.

14. Governing Law

All the general terms and conditions as mentioned above shall be governed by the Companies Act, 2013, Rules made there under and other statutory provisions as may be applicable in accordance with the Applicable Laws from time to time.

This letter is governed in accordance with the laws of India and the terms of engagement with the Independent Director shall be subject to the exclusive jurisdiction of courts and tribunals at Mumbai, Maharashtra.

We look forward to your association with the Company and your contribution to the Board/Board Committees deliberations for the Company's benefit and betterment in the years to come.

We welcome you once again and look forward to us working together. You are requested to kindly return to the Company Secretary of the Company, a signed copy of this letter for our records.

Yours Sincerely,

For Blacksoil Capital Private Limited

M. P. Bansal
Whole-time Director
DIN: 01626343

I Accept, _____

Date: