

Dear Sir,

Pursuant to the approval of the Board of Director at their meeting held on \_\_\_\_\_, we are hereby informing your appointment as an Independent Director on the Board of Directors of Salzer Electronics Limited effective \_\_\_\_\_ with a term of \_\_\_\_\_ subject to the approval of the shareholders.

This letter of appointment sets out the terms and conditions covering your appointment which are as follows:

#### **TERMS AND CONDITIONS COVERING YOUR APPOINTMENT AS INDEPENDENT DIRECTOR**

1. Subject to the provisions Section 149 and 152 and other applicable provisions of the Companies Act, 2013 ('Act') read with SEBI (Listing Obligations and Disclosure Requirements) Regulation 2015 and the Companies (Appointment and Qualification of Directors) Rules, 2014 ('Rules') You have been appointed as an Independent Director on the Board of Directors of the Company effective \_\_\_\_\_ for a term of \_\_\_\_\_ subject to the approval of the shareholders as per following criteria:-
  - Initially you have been appointed as an Additional Director to hold office till the conclusion of the upcoming General Meeting of the Members of the Company scheduled to be held on \_\_\_\_\_ and also recommended for a \_\_\_\_\_-regularization to the Members for their approval.;
2. Your three years term commenced \_\_\_\_\_ and will close on \_\_\_\_\_.
3. Your responsibilities are structured in consonance with the Provisions of the Companies Act 2013 and relevant Scheduled IV, which includes
  - Undertaking regular updates and refreshing the skills, knowledge and familiarity with the company;
  - Striving to attend all meetings of the Board of Directors of which you are a member;
  - Striving to attend the general meetings of the company;
  - where you have any 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 your concerns are recorded in the minutes of the Board meeting;
  - keeping yourself well informed about the company and the external environment in which it operates;
  - not to unfairly obstructing the functioning of an otherwise proper Board or committee of the Board;
  - paying sufficient attention and ensuring that adequate deliberations are held before approving related party transactions and assuring yourself that the same are in the interest of the company;

- ascertaining and ensuring 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;
  - reporting concerns about unethical behaviour, actual or suspected fraud or violation of the company's code of conduct or ethics policy;
  - acting within your authority, assist in protecting the legitimate interests of the company, shareholders and its employees;
  - not to 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.
  - Expecting to disclose your interest and other concerns from time to time as required under the Companies Act 2013 and SEBI Regulations.
4. The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015. The Company is at liberty to disengage Independent Director earlier subject to compliance of relevant provisions of Companies Act, 2013.
  5. 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 fees for meetings of the Board as may be decided by the Board. Further, you may also be paid remuneration, if any, by way of commission as may be approved by the Board and the Shareholders from time to time.
  6. Besides, the Company will, for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.
  7. In the event that your circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgement that you are independent, this should be disclosed to both the Chairman and the Secretary.
  8. Your attention is also drawn to the requirements under the applicable regulations and the Company's Insider Trading Code which concern the disclosure of price sensitive information and dealing in the securities of the Company. Consequently you should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Chairman or the Secretary.
  9. The Company will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis. Your appointment and re appointment on the Board shall subject to the outcome of the yearly evaluation process.
  10. During the tenure of your appointment, you are required to comply with the code of conduct adopted by the Board of Directors and to comply with Schedule IV of the Companies Act, 2013 and applicable clauses of the Listing Agreement, SEBI rules and Regulations for prohibition of Insider trading and other related issues from time to time.

11. You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice on the Board. Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company and the provisions of the Companies Act, 2013 and rules made there under as amended.
12. The terms of this letter are bound under relevant Indian laws and your engagement shall be subject to the jurisdiction of the Indian courts and the Courts in Coimbatore shall have exclusive jurisdiction.

“Salzer looks for your valuable association and contribution in its growth journey”

THANKING YOU

Yours faithfully  
**For Salzer Electronics Limited**

**NAME**  
**DESIGNATION**