

DRAFT LETTER OF APPOINTMENT FOR INDEPENDENT DIRECTOR

Dear Sir,

We are pleased to confirm that the Board and the members have approved your appointment as an Independent director on the Board of Director of M/S RSPL Limited (hereinafter referred to as 'the company'). This letter of appointment sets out the terms and conditions covering your appointment which are as follows:

1. Appointment

You will be appointed as a Non-Executive Independent Director on the Board of Directors of the Company for the period of five years with effect from Your appointment is subject to the extant provisions of the Companies Act, 2013, as amended from time to time.

The term 'Independent Director' should be construed as defined under the Companies Act, 2013.

The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013.

As an Independent Director you are not liable to retire by rotation.

2. Committees

The Board of Directors may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee that may be set up in the future. Your appointment on such Committee(s) will be subject to the applicable regulations.

3. Time Commitment

You will be expected to attend the Board, the Board committees and the Annual General Meetings and to devote sufficient time, as required for you to discharge your duties effectively. Ordinarily, all meetings are held in Kanpur or Gurugram.

By accepting this appointment, you confirm that you are in a position to allocate sufficient time to meet the expectations of your role to the satisfaction of the Board.

4. Fiduciary Duties

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

- I. You shall act in accordance with the Company's Articles of Association.
- II. You shall act in good faith in order to promote the objects of the Company for the benefit of its members as a whole, and in the best interest of the Company.
- III. You shall discharge your duties with due and reasonable care, skill and diligence.
- IV. You shall not involve yourself 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. Please refer to clause 7 for full explanation on conflict of interest.
- V. You shall not assign your office as Director and any assignment so made shall be void.

There are certain roles, functions duties prescribed for all Independent directors, which are listed in the 'code for Independent Directors' as outlined in schedule iv to the Companies Act, 2013. You shall abide by the said 'code of conduct for Independent director' as amended from time to time the extent relevant and applicable to your role. The present code is annexed hereto as Annexure A.

5. Status of Appointment

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 attending meetings of the Board and its Committees and commission of Profits as may be decided by the board and approved by members from time to time.

The sitting fees presently paid to the Non-Executive Independent Director is Rs.40,000/- per Board meeting and Rs. 20,000 per Committee attended.

6. Reimbursement of Expenses

In addition to the remuneration described in paragraph 5, the Company will during the period of your appointment, reimburse you for travel, hotel and other incidental expenses that may be incurred by you in the performance of your role and duties.

7. Conflict of Interest

It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment commencing, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment.

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. Disclosure of Interest

It is expected that any interest you may have in any transaction or arrangement that the company has entered into should be disclosed no later than when the transaction or arrangement comes up at a Board Meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contracts with a particular person, firm or company is acceptable.

9. Termination

- a. 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 to the Board.
- b. Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013 and the Articles of Association of the Company, from time to time in force. You will not be entitled to the compensation, if the shareholders do not re-elect you at any time.

10. Governing Law

This appointment is governed by and will be interpreted in accordance with the Indian laws and subject to the jurisdiction of Kanpur.

Yours sincerely,
For RSPL Limited

Company Secretary

I hereby acknowledge receipt of and accept the terms set out in this letter.

Signed

Dated