

## **TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS:**

An Independent Director shall hold office for a term up to five consecutive years on the Board of the Company and will be eligible for re-appointment on passing of a special resolution by the Company and disclosure of such appointment in the Board's report. No Independent Director shall hold office for more than two consecutive terms, but such Independent Director shall be eligible for appointment after expiry of three years of ceasing to become an Independent Director. Provided that an Independent Director shall not, during the said period of three years, be appointed in or be associated with the Company in any other capacity, either directly or indirectly. However, if a person who has already served as an Independent Director for 5 years or more in the Company as on 1st October, 2014 or such other date as may be determined by the Committee as per regulatory requirement, he / she shall be eligible for appointment for one more term of 5 years only.

At the time of appointment of Independent Director it should be ensured that number of Boards on which such Independent Director serves is restricted to seven listed companies as an Independent Director and three listed companies as an Independent Director in case such person is serving as a Whole-time Director of a listed company.

### **1. Committees**

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

### **2. Role and Duties**

As a member of the board, Independent Director's role, duties and responsibilities will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the Listing regulations.

In terms of Section 166 of the Companies Act, 2013, Independent Director's shall:

- I. act in accordance with the Company's Articles of Association.
- II. 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, its employees, the shareholders, the community and for the protection of environment.
- III. exercise Independent Director duties with due and reasonable care, skill and diligence.
- IV. not involve Independent Directorself in a situation in which Independent Director's may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
- V. not achieve or attempt to achieve any undue gain or advantage either to Independent Directorself or to Independent Director relatives, partners or associates.
- VI. not assign Independent Director office as Director and any assignments so made shall be void.

Independent Director's shall also abide by the 'Code for Independent Directors' as outlined in Schedule IV to the Companies Act, 2013, and duties of directors as provided in the said Act.

### **3. Remuneration, etc.**

#### Fees/Commission:

Independent Director's will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the Board and/or approved by the Shareholders from time to time. Further, Independent Director's will also be paid remuneration by way of commission as may be approved by the Board and the Shareholders from time to time.

#### Reimbursement of Expenses:

In addition to the remuneration described, hereinabove, the Company will, for the period of Independent Director's appointment, reimburse for travel, hotel and other incidental expenses incurred in the performance of role and duties.

### **4. Code of Conduct & other compliances**

During the tenure of Independent Director's will comply with any relevant regulations as may be issued by the Government of India and such other authorized bodies as set up by the Government on its behalf, including the Code for Independent Directors, Code of Conduct and Ethics for Directors and Senior Executives and Insider Trading Code and such other requirements as the Board of Directors may from time to time specify.

### **5. Conflict of Interest**

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

In the event that Independent Director 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 Independent Director's are independent, this should be disclosed to both the Chairman and the Secretary.

## **6. Confidentiality**

All information acquired during Independent Director appointment is confidential to RR Metalmakers India Limited and should not be released, either during appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by the rules of any stock exchange or regulatory body. On reasonable request, Independent Director's shall surrender any documents and other materials made available by RR Metalmakers India Limited

Independent Director's attention is also drawn to the requirements under the applicable regulations and RR Metalmakers India Limited Insider Trading Code which concern the disclosure of price sensitive information and dealing in the securities of RR Metalmakers India Limited. Consequently Independent Director's 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 or the Compliance officer.

## **7. Evaluation**

The Company will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors. Independent Director appointment and re appointment on the Board shall be subject to the outcome of the evaluation process.

## **8. Disclosure of Interest**

Independent Director's shall disclose material interest that in any transaction or arrangement that the Company has entered into. Such interest should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record interest appropriately and our records are updated. A general notice that Independent Directors are interested in any contracts with a particular person, firm or company is acceptable.

## **9. Termination**

a. Independent Director's may resign from Director's position at any time and should Independent Director's wish to do so, Independent Directors are requested to serve a reasonable written notice on the Board.

b. Continuation of Independent Director's appointment is contingent on Independent Director 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. Independent Director's will not be entitled to compensation if the shareholders do not re-elect Independent Director's at any time.

c. Independent Director appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.

## **10. Governing Law**

This letter of appointment is governed by and will be interpreted in accordance with Indian law and Independent Director engagement shall be subject to the jurisdiction of the Indian courts.