

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

Date:

To,
(Address)

Sub: Appointment as Independent Director

Dear Sir,

We are pleased to inform you that upon recommendation by Nomination and Remuneration Committee, the Board and the Shareholders have approved your appointment as an Independent Director on the Board of the Company for a period of _____.

This letter of appointment sets out the terms of your appointment as an independent director, and are subject to the extant provisions of (i) the Companies Act, 2013 (the Act) and Clause 49 of the Listing Agreement (as amended from time to time) and (ii) Articles of Association of the Company.

1. APPOINTMENT

1.1 In accordance with the provisions of the Companies Act, 2013 and other applicable laws, you will serve as an Independent Director on the Board of Directors of Orbit Exports Limited for a period of _____.

1.2 In compliance with the provisions of Section 149 of the Companies Act, 2013, your directorship is not liable to retire by rotation.

1.3 Your re-appointment at the end of the term shall be based on recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board of Directors and shareholders of the Company.

2. BOARD COMMITTEES

As advised by the Board of Directors, during the tenure of office, you may be required to serve one or more Board Committees or any such Committee that is set up in the future. Your appointment on such Committee(s) will be subject to the applicable regulations.

3. ROLE AND DUTIES

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

- i- You shall act in Accordance with the Company's Articles of Association as may be amended from time to time.
- ii- You shall discharge your responsibility as a Non executive Independent Director as outlined in Clause 49 of the Listing Agreement.
- iii- 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.
- iv- You shall discharge your duties with due and reasonable care, skill and diligence.
- v- 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 interest of the Company.
- vi- You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.

- vii- You shall not assign your office as Director and any assignments so made shall be void.

In addition to above requirements the Board of Directors also expect you to perform the following functions:-

- (i) You should constructively challenge and help develop proposals on strategy for growth of the Company.
- (ii) You should evaluate the performance of management in meeting agreed goals and objectives.
- (iii) You should satisfy yourself on the integrity of financial information and that financial controls and systems of risk management are effective and defensible.

- (iv) You are responsible for determining appropriate levels of remuneration of Executive Directors and have a prime role in appointing, and where necessary, removing Executive Directors and in succession planning.
- (v) You will take responsibility for the processes for accurately reporting on performance and the financial position of the Company.
- (vi) You should keep governance and compliance with the applicable legislation and regulations under review and the conformity of Company's practices to accepted norms.

4. TIME COMMITMENT

By accepting this appointment, you confirm that you are able to allocate sufficient time for the proper performance of your role, duties and responsibilities to meet the expectations to the satisfaction of the Board.

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 the meetings of the Board and the Committees for which you are a member as may be decided by the Board. The sitting fees presently paid to an Independent Director is as follows:

- Board Meeting – Rs.7500/- per meeting and Audit Committee Meeting – Rs.4000/- per meeting;
- Other Committee Meeting – Rs.2000/- per meeting.

In addition to the sitting fees, the Company will, for the period of your appointment, reimburse you such fair and reasonable expenditure, as may be incurred by you while performing your role as an Independent Director of the Company.

6. INSURANCE

The Company has Directors and officer's liability insurance and it is intended that the company will assume and maintain such cover for the full term of your appointment.

7. CONFLICT OF INTEREST

- 7.1 It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition, to your appointment, 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.

- 7.2 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 judgment that you are independent, this should be disclosed to both the chairman and the Company Secretary.

8. EVALUATION

The Board of Directors will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis as per Company's policy. Your appointment and re appointment on the Board shall be subject to the outcome of the Yearly evaluation process.

9. CODE OF CONDUCT

During the appointment you are required to comply with the regulations as contained in Schedule IV under the Companies Act, 2013 including the following codes of the conduct of the Company (copies enclosed):

- (i) Code of Conduct for Board of Directors and Senior Management
- (ii) Code of Internal Procedures and Conduct for prevention of Insider Trading in securities of the Company and such other requirements as the Board of Directors may from time to time specify.

10. CONFIDENTIALITY

All information acquired during your appointment is confidential to the Company and should not be released, either during your 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, you shall surrender any documents and other materials made available to you by the Company.

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 Company Secretary.

11. TERMINATION

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. In terms of provision of the Companies Act, 2013, you are required to file a copy of your resignation letter with the Registrar of Companies.

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

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

12. GENERAL

This letter and any non-contractual obligation arising out of or in connection with this letter are governed by and shall be constitute in accordance with the laws of India, and the parties agree to submit to the exclusive jurisdiction of the Court of Mumbai.

This letter represents the entire understanding , and constitutes the whole agreement, in relation to your appointment and supersedes and previous agreement between yourself and the Company with respect thereto and , without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom.

13. ACCEPTANCE OF APPOINTMENT

We are confident that the Board and the Company will benefit immensely from your rich experience. If the terms of appointment relating to your appointment as an Independent Director of the Company are acceptable to you, please confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Yours Sincerely,
For **Orbit Exports Limited**

Pankaj Seth
Managing Director
DIN: 00027554

Acknowledgement:

I have read and agree to the above terms regarding my appointment as an Independent Director of Orbit Exports Limited.

Date:
Signature: