

PAE Limited

**DRAFT LETTER OF APPOINTMENT
OF INDEPENDENT DIRECTOR**

DD / MM / YYYY

Mr. / Ms. _____,
Director Identification Number (DIN): _____
Address _____

Dear Mr. / Ms. _____,

Appointment as an Independent Director of PAE Limited (“PAE”/the “Company”)

We welcome you to PAE. On behalf of the Company, I write to confirm your appointment as an Independent Director of the Company on the following terms:

1. Your appointment, pursuant to your consent dated_____, to act as a Director of the Company, the Company’s Articles of Association and all applicable provisions of the Companies Act, 2013 (the Act), (including any statutory modification(s), enactment(s) or re-enactment(s) thereof for the time being in force) and subject to the Shareholders’ approval and consent at the next General Meeting, shall be valid for a for a period of _____ years with effect from _____till _____ (unless terminated earlier by either party as per the applicable provisions of the Act and the Company’s Articles of Association); and you shall be a Director not liable to retire by rotation.
2. All independent directors are expected to devote such time as is necessary for the proper performance of their duties, to a standard commensurate with both the functions of your role and your knowledge, relevant experience and expertise. The Company’s Code of Conduct, Code for Prevention of Insider Trading & other relevant policies apply to Independent Directors also.
3. You shall not be held liable for any acts either in your individual capacity or as a Board member, except in respect of such acts of omission or commission which had occurred with your knowledge or consent or is attributable through Board processes and or where you have not acted diligently.
4. The Company has Directors’ and Officers’ insurance policy and you are entitled to protection thereunder as per its terms.
5. You will be entitled to remuneration by way of Sitting Fees and reimbursement of expenses for

participation in the Boards and other Meetings. The payments are subject to all appropriate and/or authorized deductions as per the prevailing laws.

6. Both during the term of your appointment and after its termination, you will observe the obligations of confidentiality which are attendant on the Office of Director.
7. This Letter constitutes the entire terms and conditions of your appointment and no waiver or modification thereof shall be valid unless in writing and signed by the parties hereto and your appointment with the Company is governed by and shall be construed in accordance with the laws of India.

The other terms and conditions of your appointment annexed herewith as Annexure-1.

We would appreciate you acknowledging the receipt of this Letter of Appointment and acceptance to this Letter.

**Yours Sincerely,
For PAE Limited**

Chairman / Managing Director

I confirm and agree to the terms and conditions of my appointment as an Independent Director of PAE Limited as set out in this Letter of Appointment.

Name:_____

Date: _____

Annexure-1

Terms & Conditions:

1. Appointment

- i. The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Act and the Listing Agreement. You are bound by the provisions of Schedule IV of the Act which lays down the Code for Independent Directors.
- ii. The Board expects you to dedicate sufficient time and care towards the business affairs of the Company and actively participate in all the meetings of the Board, respective Committees, General Meetings of the Company and Annual Meeting of the Independent Directors.

2. Committees

As advised by the Board, during the tenure of office, you may be required to serve on one of or more committees of the Board established by the Company. 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 an Independent Director as prescribed under the Act and the Listing Agreement. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

- You shall act in accordance with the Company's Articles of Association.
- 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.
- You shall discharge your duties with due and reasonable care, skill and diligence.
- 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.
- You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- You shall not assign your office as Director and any assignments so made shall be void.

In addition to the above requirements applicable to all Directors, the role of the Non- Executive Director has the following key elements:

- Actively and constructively participate in the Board / Committee in which you may be a member or a Chairperson.
- Ensure that any concern that you have about the running the Company are addressed by the Board and inclusion of these concerns in the Board Minutes to the extent these concerns are not resolved
- Keep yourself well informed about the Company and the external environment in which it operates.
- Ensure that related party transactions are considered carefully before being approved and are in the interest of the Company.
- Report concern about unethical behaviour, actual or suspected fraud or violation of the Company's code of conduct and Ethics.
- Within your authority, assist in protecting the legitimate interest of the Company, shareholders and its employees

4. Disclosures and Compliances

- i. It is accepted and acknowledged that you may have business interests other than those of the Company. You are required to disclose any such directorships, appointments and interests to the Board in writing in the form prescribed by the Act.
- ii. 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 Secretary.
- iii. At the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect your status as an Independent Director, you are required to give a declaration to the effect confirming that you meet the criteria of Independence as per Section 149(6) & (7) of the Act.
- iv. You are requested to furnish disclosure of interest to the Company as required under Section 184 and 164(1) & (2) of the Act.
- v. The Company must include in its Annual Accounts a note of any material interest that a Director may have 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 your interest appropriately and our records are updated.
- vi. You are also requested to ensure that the conditions as prescribed under Section 167 of the Act are not attracted during your tenure.



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- vii. You shall comply with all applicable provisions of the Act, Clause 49 (including any statutory or other modification or re-enactment thereof) and any other applicable law or regulation.

5. Confidentiality

- a) Directors have a right of access to Company's documents and records, including financial records, as per the provisions of the Act 2013; and
- b) Any confidential information, which may come to your knowledge in the performance of your duties as a director of the Company must not be divulged, except so far as (i) it may be necessary in connection with the proper performance of your duties to the Company; (ii) the Company may, from time to time, authorize you to disclose such information, as may be required by you with the condition that you will take all reasonable precautions, as may be necessary to maintain the secrecy and confidentiality of all confidential information of the Company; (iii) you may be required by law to disclose.

Kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.