

Model letter of appointment to be issued to Independent Directors on their appointment at the Annual General Meeting of the Company (subject to amendment/modification)
(On the letter head of the Company)

[Date]

Name []
Address []

Dear [],

Sub: Appointment as an Independent Director on the Board of the Company

We are pleased to inform you that upon the recommendation of the Nomination and Remuneration Committee and meeting of Board of Directors (**'the Board'**) of APM Industries Limited (**'the Company'**) held on [] have approved your appointment as an Independent Director of the Company ('Independent Director') subject to approval of shareholders. This letter sets out the terms of your appointment.

1. Appointment

In accordance with the provisions of the Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements), Regulations, 2015, as amended, from time to time, you will serve as an Independent Director on the Board of the Company for a period of five years from [] up to [], not liable to retire by rotation. Your appointment has been approved by the members of the Company by way of Ordinary Resolution passed on [] at [] Annual General Meeting of the Company.

You shall on a yearly basis declare to the Company that you continue to meet criteria of independence as defined in Section 149(6) of the Companies Act, 2013 and Regulation 16(1)(b) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

2. Committees

Presently, you are Chairman of Audit Committee, member of Nomination and Remuneration Committee and Stakeholders Relationship Committee.

The Board may constitute / reconstitute the Committee(s) from time to time and such changes shall be communicated to you promptly.

3. Time Commitment

The Board meets atleast four times in a year. The Audit Committee also meets atleast four times in a year and Nomination and Remuneration Committee & Stakeholders Relationship Committee shall also meets atleast once in a year. You will be expected to attend meetings of the Board and the Committee to which you may be appointed and Shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively.

Regd. Office: SP-147, RIICO Industrial Area, Bhiwadi, Distt. Alwar, Rajasthan-301019

4. Roles and Duties

You will discharge your duties as per the provisions of Companies Act, 2013, read with rules made thereunder, Code of Conduct of Independent Directors as per Schedule IV of the Companies Act, 2013, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, Articles of Association of the Company and other statutes as may be applicable from time to time.

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 meetings of the Board and its Committee, as may be decided by the Board, from time to time.

6. Reimbursement of Expenses

In addition to the remuneration mentioned above, the Company will, for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in connection with attending the meetings of the Board and its committees and performing 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.

8. Disclosure of interest

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. A general notice that you are interested in any contracts with a particular person, firm or company is acceptable.

9. 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 to the Board.

Your appointment may be terminated in accordance with the provisions of the Articles of Association of the Company or on failure to meet the criteria of independence as defined in Section 149(6) of the Companies Act, 2013 and Regulation 16(1)(b) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 or on the occurrence of any event as mentioned in Section 167 of the Companies Act, 2013.

10. Evaluation

As per the provisions of Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, your performance as an Independent Director will be evaluated / reviewed by the Board on an annual basis.

11. Code of Conduct

The Company has adopted Code of Conduct for Board of Directors and Senior Management Personnel which is applicable to Independent Directors also, a copy of which is enclosed. The Code for Independent Directors as per Schedule IV of the Companies Act, 2013 is also enclosed. You are expected to abide by these Codes.

12. Confidentiality

All information acquired by you 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 Company unless required by law for the time being in force or by any statutory or regulatory authority.

Thanking you,

Yours faithfully,

For APM Industries Limited

Chairman

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

Signed _____

Name:

Dated: _____