

Date.....

To,

Mr/Ms

Address

Dear Sir,

Subject:- **Your Appointment as an Independent Director on the Board of Gautam Gems Limited (“ the Company”)**

We are pleased to inform you that, the Board of Directors of the Company at its meeting held on_____have approved your appointment as a Non-Executive Independent Director on the Board of the Company with effect from ____

Your appointment is subject to the approval of the shareholders at the ensuing Annual General Meeting of the Company scheduled to be held in the calendar year _____.

This letter sets out the terms of your appointment as an Independent Non-Executive Director of the Company.

1. **APPOINTMENT:**

- 1.1 Subject to the approval of shareholder and remaining provisions of this letter, your appointment is for a term from ___or up to the conclusion of the _____Annual General Meeting of the Company which in the ordinary Course will be held in the calendar year ____, whichever is earlier.
- 1.2 Your appointment is subject to the provisions of the Companies Act, 2013 and Code of Independent Directors in Scheduled IV thereto and the Articles of Association of the Company and fulfillment of the prescribed Independence criteria.
- 1.3 The term ‘Independent Director’ should be construed as defined under the Companies Act, 2013.
- 1.4 Your performance shall be evaluated by the Nomination & Remuneration Committee and the Board annually.
- 1.5 Your appointment is also subject to the maximum permissible Directorships that an individual can hold as per the provisions of the Companies Act, 2013.

2. **APPOINTMENT ON THE COMMITTEES OF THE BOARD:**

2.1 During the tenure of your office, you may be required to serve on one or more Committees of the Board. You will the relevant terms of reference on your appointment to such a Committee.

3. **TIME COMMITMENT:**

3.1 The Board expects you to devote sufficient time and attention towards the business affairs of the Company and participate actively & constructively in:

- (a) Meetings of the Board of Directors held each Quarter or more frequently
- (b) The General Meeting of the Company
- (c) Meetings of various Board Committees of which you will be appointed as a member
- (d) Separate meetings of the Non-Executive/Independent Directors and Meetings as part of the Board evaluation process.

3.2 The Board meets at least four times in a year. The Audit Committee will meet at least four times in a year. The Nomination and Remuneration Committee meeting will be ordinarily convened whenever required.

3.3. At certain times it may be necessary to convene additional Board, Committee or Shareholder Meetings, at shorter notice if need be and it is expected that you will make every effort to attend the same.

3.4 By accepting this appointment, you undertake that, taking into account all other commitments you may have, you are able to, and will, devote sufficient time to your duties as a Non-Executive Independent Director.

4. DUTIES AND RESPONSIBILITIES:

- 4.1 As a Non-Executive Director you are requested to bring objectivity and independence of view to the board's discussions in relation to the Company's strategy, performance and risk management as well as ensuring high standards of financial probity and corporate governance.
- 4.2 Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and code of Independent Director as set out in Scheduled IV of the Companies Act, 2013.
- 4.3 You will exercise your powers in your role as a Non-Executive Independent Director having regard to relevant obligations under prevailing law and regulation, including the Companies Act, 2013.
- 4.4 You shall act in good faith in order to promote the objects of the Company for the benefits of its members as a whole, and in the best interest of the Company.
- 4.5 You shall discharge your duties with due and reasonable care, skill and diligence.
- 4.6 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.
- 4.7 You shall not assign your office as Independent Director and any assignments so made shall be void.
- 4.8 You shall not achieve or attempt to achieve any unique gain or advantage either to yourself or to your relatives, partners or associates.

5. **REMUNERATION AND EXPENSES:**

- 5.1 You will be paid such remuneration by way of sitting fees for attending the meetings of the Board and its Committees as may be decided by the Board.
- 5.2 In addition to the remuneration described in the above paragraph, the Company will, for the period of your appointment, reimburse you for inland travel, hotel and other incidental expenses incurred by you in the performance of your role & duties.

6. **CONFIDENTIALITY:**

- 6.1 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 in writing from the Chairman, unless required by law or by the rules of any statutory or regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by the Company.
- 6.2 This restriction shall cease to apply to any confidential information which may (other than by reason of your breach) become available to the public generally.
- 6.3 You acknowledge the need to hold and retain company information (in whatever format you may receive it) under appropriately secure conditions.
- 6.4 You will not, except with the prior written consent of the Company be in any way connected with or interested in any business in competition with that of the Company.

This does not prevent you from holding equity or other securities in other companies, however it is expected that you will not serve on the Boards of competing companies.

7. **PRICE SENSITIVE INFORMATION AND DEALING
IN THE COMPANY'S SECURITIES**

7.1 Your attention is also drawn to the requirements under the applicable laws and regulations and the Company's Code of Conduct for Prevention of Insider Trading if any, which concern the disclosure of price sensitive information and dealing in the securities of Gautam Gems Limited. Consequently, you should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance.

8. **CONFLICT OF INTEREST AND DISCLOSURES:**

8.1 You are required to discuss to the Company your interests and any matters which affect your independence. You are required to notify the Company whenever there is any change in these interests.

9. **TERMINATION OF OFFICE:**

9.1 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.

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

9.3 Your directorship on the Board of the Company shall terminate or cease in accordance with the provisions of Companies Act, 2013, and the Articles of Association of the Company. Without prejudice to the generality of the foregoing, your directorship on the Board of the Company would also be by the Board as per the Board Evaluation Policy, if, any, of the Company, for determining whether to extend or continue the term of appointment of the Independent Director.

10. CONTRACT:

It is agreed that this is a contract for services and is not a contract of employment. This agreement is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of the Indian courts.

Please acknowledge your acceptance by signing where indicated below and returning to us the enclosed copy of this letter.

Yours sincerely,
For Gautam Gems Limited

Director
DIN:

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

Signed.....

Dated.....