

**Terms and Conditions of [Appointment] / [Re-appointment] of Independent Directors**

**Date: [•]**

**To,**

**[•] (Insert Name of Director)**

**[•] (Insert Address)**

**Dear [•].**

**Re: Your [appointment] / [re-appointment] as an Independent Director of IMP Powers Limited**

We are pleased to advise you that at the [Annual] / [Extra-ordinary] General Meeting held on [•], shareholders have approved your [appointment] / [re-appointment] as an Independent Director of the Company to hold office for a period of [•] consecutive years w.e.f. [•]. The Brief outline for the [appointment] / [re-appointment] is as below:

1. During your tenure as an Independent Director, you will have to submit a declaration at the beginning of every Financial Year under Section 149(7) of the Companies Act, 2013 ("Act") stating that you meet the criteria for independence.
2. So long as you are an Independent Director of the Company, you shall ensure that you are registered with Indian Institute of Corporate Affairs ("IICA") for inclusion in the databank of independent directors maintained by IICA.
3. The number of companies in which you hold office as a Director or a Chairman or Committee member will not exceed the limit stipulated under the Act and the Listing Agreement.
4. As advised by the Board, during the tenure of office, you may be required to serve on one or more Committees of the Board established by the Company as per its terms of reference.

[You have been appointed] / [You shall continue to be appointed] on the following Committees of the Board:

< <To be modified as applicable>>

5. You will comply with the guidelines of professional conduct, role, functions and duties, as an Independent Director provided in Schedule IV of the Companies Act, 2013.
6. You shall be paid a sitting fee as decided by the Board time to time for attending the each meeting of Board as well as the Committee meetings attended by you as per the provision of Section 197 of the Companies Act, 2013.

The Company shall reimburse you all travelling, hotel and other incidental expenses properly and reasonably incurred by you in performance of duties as per provisions of the Companies Act, 2013 in conjunction with the Company rules and policies.

7. You will maintain confidentiality of information pertaining to the business and affairs of the Company.
8. You are expected not to involve 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.
9. Your reappointment or extension of term and your remuneration, as the case may be will be recommended by the Nomination and Remuneration Committee of the Board, pursuant to a performance evaluation carried out by the Board, every year.

We hope to sail smoothly and look forward for your valuable contribution to the growth of the Company.

Yours faithfully,

For, **IMP Powers Limited**

**Chairman**