



GRAPHITE INDIA LIMITED

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Date:

Specimen letter of appointment

Sir/Madam

Sub: Appointment as a Non-Executive Independent Director of Graphite India Limited (the "Company")

We refer to the declaration provided by you regarding your meeting the criteria of independence as provided under section 149 (6) of the Companies Act, 2013 (the 'Act').

We are pleased to confirm your appointment as _____ of the Company (the "Appointment") with effect from _____, which is pursuant to the provisions of the Act and the Rules made thereunder and as approved by the Board of Directors in their meeting held on _____

As stipulated under the Act, the appointment of Independent Directors shall be governed by Schedule IV to the Act - 'Code for Independent Directors' enclosed herewith.

Annexure A

Appointment

1. The Appointment is for a term of _____ consecutive years, expiring on _____ (the 'Termination Date'). The Appointment will be subject to the approval of shareholders at the ensuing annual general meeting of the Company. On shareholders approval, you will attain the status of an Independent director effective from _____ (date of Board meeting)
2. During your tenure as an Independent Director, you may be asked to serve on one or more of the Board committees/You are presently serving on the following committees
3. You will strictly abide by the Code for Independent Directors referred to above.
4. The Company expects a commitment of sufficient time and attention as necessary in order to perform your duties under the Appointment. This will include attendance at Board meetings, any annual meeting of Independent Directors and General Meeting/s of the members of the Company as also meetings of any Board committee of which you are a member.

Role & Duties

5. As a Non-Executive Independent Director you have the same general legal responsibilities to the Company as any other Director, except that you shall be held liable only in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through board processes and with your consent or connivance or where you had not acted diligently.

6. You will adhere to the following duties of directors, which are more specifically stipulated in Section 166 of the Act as under-

- (1) Subject to the provisions of this Act, a director of a company shall act in accordance with the articles of the company .
- (2) A director of a company 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 interests of the company, its employees, the shareholders, the community and for the protection of environment.
- (3) A director of a company shall exercise his duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
- (4) A director of a company shall not involve in a situation in which he may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the company.
- (5) A director of a company shall not achieve or attempt to achieve any undue gain or advantage either to himself or to his relatives, partners, or associates and if such director is found guilty of making any undue gain, he shall be liable to pay an amount equal to that gain to the company.
- (6) A director of a company shall not assign his office and any assignment so made shall be void.

Fees / Commission

7. Unless decided otherwise, you will be paid a sitting fee for your services as a Non- Executive Independent Director of Rs.20,000/- per meeting of the Board and committee thereof attended as a member. In addition, profit-related commission shall be paid as may be decided by the Board within the limit prescribed for all non-wholetime directors u/s 197 of the Act.
8. You will not have entitlement to any bonus during the Appointment, and to participate in any share scheme and no stock options will be issued to you by the Company.

Reimbursement of Expenses

9. In addition to the fee as above, the Company will reimburse you for all reasonable and properly documented expenses you incur in performing your role. You may submit any details of expenses incurred to the Company Secretary.
10. During the Appointment, circumstances may arise in the furtherance of your duties as a Director when it will be appropriate for you to seek advice from independent advisors at the Company's expense. The Company will reimburse the full cost of expenditure incurred as deemed necessary.

Other directorships and business interests

11. The Company acknowledges that you may have business interests other than those of the Company and that you may have declared any conflicts that are apparent at present. In the event that you become aware of any potential conflicts of interest, not declared so far, these may be disclosed to the Chairman and Company Secretary as soon as they become apparent.
12. During the Appointment, you may please inform us prior to accepting any other (or further) directorships of publicly quoted companies or any major external appointments, to avoid any conflict of interest with your current position in the Company.

Code of Conduct & other compliances

13. During the Appointment, you will comply with any relevant regulations as may be issued by the Government of India and such other authorized bodies as set up by the Government on its behalf, including the Code for Independent Directors as contained in Schedule IV of the Act, Insider Trading Code and such other requirements as the Board of Directors may from time to time specify including 'Code of Conduct for Directors and Senior Management Personnel' of the Company. A copy of the recently adopted Code of Conduct is enclosed. **Annexure B**
14. 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 shall give a declaration to that effect confirming that you meet the criteria of independence as provided in Section 149 (6) of the Act.

Confidentiality

15. You must apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the Appointment or at any time after its termination) any confidential information concerning the Company and any Group Companies with which you come into contact by virtue of your position as a Non-Executive Independent Director of the Company.
16. Your attention is drawn to the requirements under both legislation and regulation as to the disclosure of price-sensitive information. Consequently you should avoid making any statements that might risk a breach of these requirements without prior clearance from the Chairman.

Performance Review Process

17. The performance of individual Directors and the whole Board and its Committees shall be evaluated by the Nomination & Remuneration Committee. If, in the interim, there are any matters arising in connection with your role as a Non-Executive Independent Director which cause you concern, you may discuss with us as soon as appropriate.

Insurance

18. The Company has taken a Directors' and Officers' Liability Insurance policy from Reliance General Insurance Co. Ltd. for a sum insured of Rs. 10 crore to cover risks specified in the Policy. The Policy is taken on yearly basis which shall be renewed every year.

Publication of the letter of appointment

In line with the provisions of the Act, 2013, the Company shall post copy of this letter on its website at www.graphiteindia.com and the same shall be open for inspection at the registered office of the company by any member during normal business hours.

This letter is governed by, and shall be construed in accordance with, the laws of India, and the parties agree to submit to the exclusive jurisdiction of the courts of Kolkata, India.

This letter constitutes neither a contract for services nor a service contract.

Please confirm your agreement to the above by signing and returning to me the enclosed duplicate of this letter.

Yours sincerely,
For Graphite India Limited

Chairman

To,
Graphite India Limited

I have read and I agree to the above terms regarding my appointment as a Non-Executive Independent Director of Graphite India Limited subject to shareholders approval.

Signature

Place

Date