

## **DRAFT LETTER OF APPOINTMENT OF INDEPENDENT DIRECTOR**

Date: [•]

To,

[•]

Address: [•]

Dear Sir/ Ma'am,

### **RE: APPOINTMENT AS INDEPENDENT DIRECTOR**

We are pleased to inform you that, the Board of Directors (the “Board”) of Millennium Engineers And Contractors Limited (“Company”) has approved your appointment as an Independent Director of the Company (“Independent Director”). This letter sets out the terms of your appointment.

#### **A. Preliminary**

Your appointment is subject to the following:

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 of Independence.
2. So long as you are an Independent Director of the Company, 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, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”) and other applicable laws.
3. So long as you are an Independent Director of the Company, you will ensure that you do not get disqualified to act as a Director pursuant to the provisions of Section 164 of the Act and other applicable laws.
4. You will ensure compliance with other provisions of the Act and the Listing Regulations as applicable to you as an Independent Director.

#### **B. Term**

In accordance with the provisions of the Act and other applicable laws, you will serve as an Independent Director of the Board for a term of [•] years commencing from [•] (“Term”). Your appointment is subject to approval of shareholders.

As an Independent Director, you will not be liable to retire by rotation.

Reappointment at the end of the Term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the shareholders. Your reappointment will be considered based on the outcome of the performance evaluation process and you continuing to meet the independence criteria.

## **C. Board Committees**

As advised by Board, during tenure of office, you may be requested to serve as a Member/ Chairman of any one or more Committees of the Board which may be constituted from time to time. You may also be requested to be a Director on the Board of Directors of a Material non-listed Indian Subsidiary Company, if any.

## **D. Duties and Responsibilities**

1. As member of the Board, you shall be responsible for meeting the objectives of the Board which include:
  - a) Requirements under the Act,
  - b) Responsibilities of the Board as outlined in Listing Regulations,
  - c) Accountability under the Director's Responsibility Statement.
2. You shall abide by the 'Code For Independent Directors' as outlined in Schedule IV to section 149(8) of the Act, and duties of Directors as provided in the Act (including Section 166), the Code of Conduct for Board Members of the Company and in Listing Regulations.
3. You will not hold office as a Director or any other office in a competing firm/ entity.
4. You are expected to stay updated on how best to discharge your roles, responsibilities, and duties and liabilities, as an Independent Director of the Company under applicable law, including keeping abreast of current changes and trends in economic, political, social, financial, legal and corporate governance practices.
5. You will comply with requirements of SEBI (Prohibition of Insider Trading) Regulations, 2015, Companies Act, 2013 and the Rules made thereunder as amended from time to time.

## **E. Performance Evaluation**

As a member of the Board, your performance as well as the performance of the entire Board and its Committees will be evaluated annually. Evaluation of each Director shall be done by all the other Directors. The criteria for evaluation shall be disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board/ Committee.

## **F. Remuneration**

1. Your annual remuneration will be as under:
  - (a) Sitting fees for attending each meeting of the Board and its Committees as may be determined by the Board from time to time, and

(b) Commission as may be determined by the Board payable at the end of each financial year and will be based on the performance of the Company and your performance evaluated by the Board of Directors.

2. You will be entitled to reimbursement of expenses incurred by you in connection with attending the Board Meetings, Board Committee Meetings, General Meetings and in relation to the business of the Company towards hotel accommodation, travelling and other out-of-pocket expenses.

3. Pursuant to applicable law, you will not be entitled to any stock options.

## **G. Training**

The Company may, if required, conduct formal training program which may include any or all of the following:

- a) Board roles and responsibilities, whilst seeking to build working relationship among the Board members,
- b) Familiarization with financial matters, management team and business operations,
- c) Meetings with stakeholders, visits to business locations and meetings with senior and middle management.

The Company may, as may be required, support you to continually update your skills and knowledge and improve your familiarity with the company and its business.

## **H. Disclosures, other directorships and business interests**

During your tenure, you agree to promptly notify the Company of any change in your directorships, and provide such other disclosures and information as may be required under the applicable laws. You also agree that upon becoming aware of any potential conflict of interest with their position as Independent Director of the Company, you shall promptly disclose the same to the Chairman and the Company Secretary. By signing this letter, you hereby confirm that as on date of this letter, you have no such conflict of interest issues with your existing directorships.

During your tenure, you shall promptly intimate the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

## **I. Disengagement**

You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by you in the notice, whichever is later.

Your directorship on the Board of the Company shall cease in accordance with law. The Company may disengage your services prior to completion of Term, subject to compliance of relevant provisions of the Act.

## **J. Miscellaneous**

1. You will have access to confidential information, whether or not the information is marked or designated as “confidential” or “proprietary”, relating to the Company and its business including legal, financial, technical, commercial, marketing and business related records, data, documents, reports, etc., client information, intellectual property rights (including trade secrets), (“**Confidential Information**”).

You shall use reasonable efforts to keep confidential and to not disclose to any third party, such Confidential Information.

If any Confidential Information is required to be disclosed by you in response to any summons or in connection with any litigation, or in order to comply with any applicable law, order, regulation or ruling, then any such disclosure should be, to the extent possible, with the prior consent of the Board.

Please confirm your acceptance by signing, dating, and returning a copy of this letter to the Company.

Yours sincerely,

For **Millennium Engineers And Contractors Limited**

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[•]  
[•] Director  
DIN: [•]  
Address: [•]

**Agreed and Accepted:**

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[•]  
Independent Director  
DIN: [•]  
Address: [•]