

INTEGRA ENGINEERING INDIA LIMITED
DRAFT APPOINTMENT LETTER FOR INDEPENDENT DIRECTORS

Date:

To,

Mr./Mrs./Ms. _____

Dear Mr. _____,

Subject: Appointment as an Independent Director of INTEGRA Engineering India Limited ('the Company')

On behalf of the Company, I am pleased to inform you that the Board of Directors of the Company has approved your appointment as an Independent Director with effect from _____. The terms of appointment are set out herein below.

Appointment:

- (a) Your appointment as a Non-Executive Independent Director on the Board of Directors of the Company is subject to the provisions of the Companies Act, 2013 and Securities Exchange Board of India (Listing Obligations and Disclosure Requirements), Regulations, 2015 and the approval of the shareholders of the Company at the Annual General Meeting.
- (b) In compliance with the provisions of Section 149 of the Companies Act, 2013, your directorship is not subject to retirement by rotation.

Functions:

- (a) To review the Company's strategy, the annual financial plan and monitor the Company's performance.
- (b) To review management performance and compensation.
- (c) To advice and counsel, the Management.
- (d) To monitor and manage potential conflicts of interests of the management.
- (e) To oversee and ensure the integrity of financial information and legal compliance.

Duties:

As an Independent Director, you shall:

- (a) Undertake the appropriate induction into the Board and regularly update and refresh your skills, knowledge, and familiarity with the Company.
- (b) Seek appropriate clarification and where necessary, seek and follow appropriate professional advice from external experts at the expense of the Company.
- (c) Strive to attend every meeting of the Board and of the board committees of which you are a member.
- (d) Actively and constructively participate in the Board committees of the Board in which you may be a member or a chairperson.
- (e) Strive to attend the general meetings of the Company.
- (f) Ensure that any concerns that you may have about the running of the Company are addressed by the Board and seek inclusion of these concerns in the Board minutes to the extent these concerns are not resolved.
- (g) Keep yourself well informed about the company and the external environment in which it operates.
- (h) Not unfairly obstructing the functioning of an otherwise proper Board or committee.
- (i) Ensure that related party transactions are considered carefully before they are approved and are in the interest of the company.
- (j) Ensure that the Whistle blower mechanism of the Company is functioning adequately.
- (k) Report concerns on unethical behavior, actual or suspended fraud or violation of the Company's Code of Conduct and Ethics.
- (l) Within your authority, assist in protecting the legitimate interests of the Company, shareholders and its employees.
- (m) Not disclose any confidential information unless such disclosure is expressly approved by the Board or required by law.

Responsibilities:

Independent directors have the same general legal responsibilities to the Company as that of any other director. The Board, as a whole, is collectively responsible for ensuring the success of the Company by directing and supervising the Company's affairs.

Professional conduct: As an Independent Director, you shall:

- (a) Uphold ethical standards of integrity and probity.
- (b) Act objectively and constructively while exercising your duties.
- (c) Exercise your responsibilities in a bona fide manner in the interest of the Company.
- (d) Devote sufficient time and attention to your professional obligations for informed and balanced decision-making.
- (e) Not allow any extraneous considerations that may vitiate your exercise of objective independent judgment in the paramount interest of the Company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision-making
- (f) Not abuse your position to the detriment of the company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage of any associated person.
- (g) Refrain from any action that could lead to a loss of your independence.
- (h) Ensure that if circumstances arise under which you may lose your independence, you will immediately inform the Board accordingly.
- (i) Assist the Company in implementing the best corporate practices.

Fees:

1. You shall receive remuneration by way of fees for attending meetings of the Board or Committees thereof or for any purpose whatsoever as may be decided by the Board. You shall also be entitled for reimbursement of expenses for participation in the Board and other meetings.
2. You will have no entitlement to any bonus during your appointment and no entitlement to participate in any employee stock option scheme operated by the Company.
3. In addition to the fees stated above, the Company will, for the term of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

Insurance:

The Company has Directors' and Officers' Liability insurance, and it is intended that the Company will assume and maintain such cover for the full term of your appointment.

Conflict of Interest:

In event that your circumstances seem likely to change and might give rise to a conflict of interest, or when applicable, circumstances that might lead the Board to revise its judgment about your independence; this should be disclosed to both the Chairperson and the Company Secretary.

Evaluations:

The Board of Directors will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis as per the Company's Policy. Your appointment and reappointment on the Board shall be subject to the outcome of the yearly evaluation process.

Disclosure of interest:

You shall at the first meeting of the Board in every financial year or whenever there is a change in the circumstances which may affect your status as an Independent Director, give a declaration as per the provisions of the Companies Act, 2013.

Code of Conduct:

During the term of your appointment:

You shall abide by the Code of Conduct for Independent Director as per Schedule IV to the Companies Act, 2013 which prescribes Code for Independent Director. The aforesaid Code *inter alia* deals with -

- (i) Guidelines of professional Conduct,
- (ii) Role and Functions,
- (iii) Duties,
- (iv) Manner of appointment
- (v) Re-appointment,
- (vi) Resignation or removal,
- (vii) Separate Meetings and
- (viii) Evaluation mechanism

We would like to draw your kind attention to the provisions of Section 166 of the Act, which specifically provide duties of Directors. Besides this, you will abide by the Company's Code of Conduct on Corporate Governance and Insider Trading.

Your appointment may be terminated at any time in accordance with the provisions of the Articles of Association of the Company or the provisions of removal of directors under the Companies Act, 2013 and upon termination or upon your resignation for any reason, you will not be entitled to any compensation or damages for loss of office.

Confidentiality:

All information provided/ acquired during the term of your office shall be treated as confidential and not be disclosed to any third parties without the prior approval of the Chairperson of the Company. Please confirm your agreement to the above by signing and returning the enclosed duplicate of this Letter.

