

To,  
Name of Independent Director  
Address

Date:

Dear Sir/ Madam,

**Re: Your appointment as an Independent Director of Pritish Nandy Communications Limited.**

We are pleased to confirm your appointment as Non-Executive –Independent Director on the Board of Directors of the Company at the Annual General Meeting held on \_\_\_\_\_(Month) \_\_\_\_\_(Date of AGM), \_\_\_\_\_(Year). Since the appointment has been made in the Board meeting your tenure will be till the date of ensuing Annual General Meeting. A point in the notice of the Annual General Meeting has been included proposing the appointment as an Independent Director for a period of five years.

**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 as a Chairman or as a Committee Member will not exceed the limit stipulated under the Act and the SEBI Listing Regulations, as amended from time to time.
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.
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**

Your appointment is for a term of 5 years upto March 31, \_\_\_\_\_(Year).

**C. Code of Conduct and Duties and Responsibilities**

1. You will abide by the code of conduct of the Company to the extent applicable to an Independent Director of the Company.
2. You will abide by the guidelines of the professional conduct, roles, functions and duties of an Independent Director as provided in Schedule IV of the Companies Act, 2013.

3. You are expected to stay updated on how best to discharge your roles, responsibilities, 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.
4. You are expected to:
  - (i) Take decisions objectively and solely in the interest of the Company;
  - (ii) Facilitate Company's adherence to high standards of ethics and corporate behavior;
  - (iii) Guide the Board in monitoring the effectiveness of the Company's governance practices and recommend changes required, if any;
  - (iv) Guide the Board in monitoring and managing potential conflicts of interest of Management, Board Members and Stakeholders, including misuse of corporate assets and abuse in related party transactions;
  - (v) Guide the Board to ensure the integrity of Company's accounting and financial reporting system, including the independent audit and ensure that appropriate systems of control are in place, in particular, systems for risk management, financial and operational control and compliance with the law and relevant standards.

#### **D. Performance Evaluation**

Your re-appointment or extensions of term and your remuneration will be recommended by the Nomination and Remuneration Committee of the board, pursuant to a performance evaluation carried out by the Board.

#### **E. Evaluation Processes**

Your performance evaluation shall be done by the Independent Directors annually, without your participation. You will participate in reviewing the performance of other Directors and the Board as a whole.

#### **F. Remuneration**

You will be entitled to sitting fees for attending of the Board and its Committees as may be determined by the Board from time to time.

You will be entitled to take reimbursement of expenses incurred by you in connection with attending the Board Meetings, Committee Meetings, General Meeting and other Meetings in relation to the business of the Company.

Pursuant to the provisions of the Companies Act, 2013 you will not be entitled to any stock options during your tenure as Independent Director.

## **G. Training**

You will be entitled to the training program to familiarize yourself with the business and affairs of the Company in which it operates, its goals and expectations and long term plans and objectives.

## **H. Confidentiality**

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 make reasonable effort to keep all such information confidential and not to disclose it to any third party.

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, and then any such disclosure should be, to the extent possible, with the prior consent of the Board.

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

Yours faithfully,

Chairman  
Agreed and Accepted

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Name of Independent Director