# Simplex Castings Ltd.

[An MSME Unit (Small), Reg. No. UDYAM-CG-05-0000018]

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**CIN:L27320CT1980PLC019535** **GSTIN: 22AABCS4650E1ZT**


The Cast Master

NABL Approved Laboratory for Chemical & Physical

ISO 9001:2015 & ISO 14001:2015 Certified Company

Complete Machining (with CNC) & Equipment / Fabrication Solution

## TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

This is to inform you that upon the recommendation of Nomination and Remuneration Committee, and approval of the Board of Directors of Simplex Castings Limited ("the Company"), the Shareholders of the company at their meeting, have approved your appointment as an Independent Director (in the category of Non-Executive Independent Director), on the Board of the Company for a term of 5 years as approved by the shareholders.

You shall not be liable to retire by rotation. The terms of the appointment, shall be subject to the Articles of Association of the Company and detailed terms of this letter, as set out below

### Appointment

1. Your appointment as a Director (in the category of Non-Executive Independent Director), on the Board of Directors of the Company is subject to the provisions of the Companies Act, 2013 and in compliance with provisions of section 149(13) of the Companies Act, 2013, your directorship is not subject to retirement by rotation.

2. The board of directors may appoint you as Member/ Chairman of one or more of its committees as may be decided by the Board of directors.

3. Notwithstanding other provisions of this Letter, the appointment to the Board and consequent appointment to any committee, if any, may be terminated in accordance with the provisions of the Articles of Association of the Company.

### Time commitment

4. As a Non- Executive Independent Director, you are expected to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance and risk management as well as ensuring high standards of financial probity and corporate governance. The Board and Audit Committee generally meet four times in a year. Besides, there are meetings of Committees like Nomination and Remuneration Committee, Corporate Social Responsibility Committee and Stakeholders' Relationship Committee, which are convened as per requirements. You are expected to attend Board meetings and Board Committee meetings to which you may be appointed and shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively.

5. By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

### Role and Duties

6. Your role and duties will be those normally required of a Non - Executive Independent Director under the Companies Act, 2013, There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

a) You shall act in accordance with the Company's Articles of Association as may be amended from time to time.

b) You 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 interest of the Company.

c) You shall discharge your duties with due and reasonable care, skill and diligence. You shall not involve yourself 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.

d) You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.

e) You shall not assign your office as Director and any assignments so made shall be void.

**Status of Appointment**

7. You will not be an employee of the company and this letter shall not constitute a contract of employment. You will be paid such remuneration by way of sitting fees for meetings of the board and its committees as may be decided by the board.

8. The sitting fees currently payable to Non-Executive Independent Directors are structured as follows: Rs. 10,000 per meeting for attending the Board and Audit Committee meetings, and Rs. 5000 per meeting for all other committee meetings.

9. You will have no entitlement to any bonus during the appointment and no entitlement to participate in any Employee Stock Option Scheme operated by the company or any Subsidiary or Associate Company.

10. In addition to the remuneration described above, the company will, for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

**Independent Professional Advice**

11. There may be occasions when you consider that you need professional advice in furtherance of your duties as director and it will be appropriate for you to consult independent advisers. In such case with prior approval of the Board, you may avail such services at the company’s expense.

**Conflict of Interest**

12. It is accepted and acknowledged that you may have business interest other than those of the company. As a condition of your appointment, you are required to declare any such directorships, appointments and interests to the board in writing in the prescribed form at the time of your appointment.

13. In the 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 that you are independent, this should be disclosed to both the Chairman & Managing Director and the Company Secretary.

**Evaluation**

14. 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 company's policy. Your appointment and reappointment on the board shall be subject to the outcome of the yearly evaluation process.

**Disclosure of Interest**

15. Any material interest that a director may have in any transaction or arrangement that the company has entered into should be disclosed not later than when the transaction or arrangement comes up at a board meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contract with a particular person, firm or company is acceptable.

**Code of Conduct**

16. During the appointment you are required to comply with regulations as contained in Schedule IV under the Companies Act, 2013 including the following codes of conduct of the company:

a. Code of conduct for board of directors and senior management, and
b. Code of Conduct for Prevention of Insider Trading in Securities of the Company.

**Confidentiality**

17. All information acquired during your tenure is confidential to the Company and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman and Managing Director unless required by any law or regulatory body. On reasonable request you shall surrender any documents and other materials made available to you by the Company.

18. Your attention is also drawn to the requirements under the applicable regulations and the Company's Insider Trading Code which concern the disclosure of price sensitive information and dealing in the securities of the company. Consequently, you should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Chairman and Managing Director.

**Publication of the Letter of Appointment**

19. In line with the provisions of clause IV sub clause 6 of Schedule IV under the Companies Act, 2013 the company will make public the terms and conditions of your appointment and will also arrange for it to be displayed on the company's website.

**Termination**

20. You may resign from your position at any time and should you wish to do so you are requested to serve a reasonable written notice on the board. In terms of the provisions of the Companies Act, 2013 you may file a copy of your Resignation Letter with Registrar of Companies, Chhattisgarh.

21. Your appointment may be terminated in accordance with the provisions of the Articles of Association of the Company, from time to time in force or on failure to meet the parameters of independence as defined in section 149(6) or on the occurrence of any event as defined in section 167 of the Companies Act, 2013.

22. Upon termination or upon your resignation for any reason, duly intimated to the Company, you will not be entitled to any compensation for loss of office.

**General**

23. This letter is subject to such changes/modifications as the Board may deem fit and proper and is also subject to such changes/modifications as may be required by /under any law.

24. This letter and any non-contractual obligations arising out of or in connection with this letter are 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 Raipur.

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

Thanking you,

Yours faithfully,

For Simplex Castings Limited

Director

I have read and agree to the above terms regarding my appointment as a Non-Executive Independent Director of Simplex Castings Limited.

Signed _____
Dated _____