

Date: [●]

To,  
[●]

Dear Sir,

**Sub: Appointment as Non-Executive Independent Director of M/s Indian Energy Exchange Limited (the "Company").**

We are pleased to inform you that, the shareholders of the Company at its Extra-ordinary General Meeting held on [●] have approved your appointment as an Independent Director of the Company, pursuant to the Companies Act, 2013 ('Act').

The terms of your appointment shall be as follows:

**1. Appointment:**

- 1.1. Your appointment will be for an initial term up to [●] consecutive years and shall take effect from [●], unless terminated earlier or extended, as per the provisions of this letter or applicable laws.
- 1.2. In compliance with provisions of section 149 (13), your directorship is not subject to retirement by rotation.
- 1.3. Re-appointment 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 of the Company.

**2. Time commitment:**

- 2.1. As a Non-Executive Independent Director, you are expected to bring objectivity and independence of view to the Board's discussion 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 corporate governance.
- 2.2. You will be expected to attend Board and Board Committees 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.
- 2.3. 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.

**3. Role and Duties:**

- 3.1. Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the Rules framed thereunder. The Non-Executive Independent Directors are required to abide by the provisions of 'Code for Independent Directors' as provided in Schedule IV of the Companies Act, 2013.

#### **4. Status of Appointment & Remuneration:**

- 4.1. You will not be an employee of the Company and this letter shall not constitute a contract of employment.
- 4.2. 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. The fees payable shall be subject to applicable tax deduction at source.
- 4.3. Presently, the sitting fees paid to the Non-Executive Independent Director is [●] per meeting of the Board and [●] per meeting of the Committee. This is subject to change as and when Board decides.
- 4.4. In compliance with the provisions of section 149(9), you will not be entitled to participate in any employee stock option scheme operated by the Company.

#### **5. Reimbursement of Expenses:**

- 5.1. 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.

#### **6. Insurance:**

- 6.1. 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.

#### **7. Conflict of Interest:**

- 7.1. During the term, 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 your position as Independent Director of the Company, you shall promptly disclose the same to the Chairman and the Company Secretary of the Company.
- 7.2. During your term, you agree to promptly provide a declaration under section 149(7) of the Companies Act, 2013, upon any change in circumstances which may affect your status as an Independent Director.
- 7.3. It is accepted and acknowledged that you may have business interest other than those of the Company. As a condition to 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/ re-appointment.

#### **8. Evaluation:**

- 8.1. Your performance evaluation shall be done by the Board of Directors annually, without your participation. You will participate in reviewing the performance of non-independent directors and the Board as a whole, performance of Chairperson and other independent directors.

**9. Termination:**

- 9.1. 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 to the Board stating the reason for resignation. The resignation shall take effect from the date on which notice is received by the Company or the date, if any, specified by you in the notice, which ever is later.
- 9.2. Notwithstanding the other provisions of this Letter, the appointment may be terminated in the following situations –
- a. in accordance with the provisions of the Articles of Association of the Company from time to time in force;
  - b. on failure to meet the criteria 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.
  - c. On failure to meet the criteria of independence as defined in Regulation 22(ii) of the CERC (Power Market) Regulations, 2010 and as amended.
  - d. On Order/ directions by the CERC or any other Regulator or competent authority.
- 9.3. In terms of provisions of the Companies Act, 2013, you are required to file a copy of your resignation letter in the prescribed form with the Registrar of Companies.
- 9.4. Upon your resignation or upon termination for any reason, you will not be entitled to any compensation for loss of office.

**10. Confidentiality:**

- 10.1. All information acquired during your appointment is confidential to the Company and should not be disclosed/ made public, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairperson, unless required by law or by rules of any stock exchange or regulatory body. On reasonable request you shall surrender any documents and other materials made available to you by the Company.

**11. Publication of the letter of the appointment:**

- 11.1. In line with 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.

**12. Changes of personal details:**

- 12.1. During the term, 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.

**13. General:**

- 13.1. This letter and any non-contractual obligations arising out of or in connection with the letter are governed by, and shall be construed in accordance with, the law of India, and the parties agree to submit to the exclusive jurisdiction of the courts of Delhi.

13.2. No waiver or modification of this letter shall be valid unless made in writing and signed by you and the Company.

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

Yours sincerely,  
For **Indian Energy Exchange Limited**

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**Managing Director & CEO**

**DIN:** [●]

**Address:** [●]

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***Acceptance***

I have read and understood the terms of my appointment as an Independent Director of the Company and I hereby affirm my acceptance to the same.

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**Non-Executive Independent Director**

**DIN:** [●]

**Address:** [●]

Date: [●]