

## **Appointment as an Independent Director of Perfectpac Limited (the "Company")**

This letter sets out the terms of appointment as an Independent Directors of the Company:

### **1. Appointment**

- 1.1 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.
- 1.2 The term "Independent Director" should be construed as defined under the Companies Act, 2013 and the listing agreement.
- 1.3 In terms of the provisions of Section 149(13) of the Companies Act, 2013, your directorship is not subject to retirement by rotation.
- 1.4 The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which are consistent with the Companies Act, 2013 and the Listing Agreement. Accordingly, the Independent Directors will serve for not more than two terms of five years each on the Board of the Company. The Company is at liberty to disengage Non-Executive Independent Director earlier subject to compliance of relevant provisions of Companies Act, 2013.

### **2. Committees**

You will be the member of Committee as suggested by Board.

The Board may constitute / reconstitute the said Committee(s) from time to time and such changes shall be communicated to Independent Director promptly.

### **3. Time Commitment**

The Board meets at least four times in a year. The Audit Committee also meets at least four times in a year. Independent Director will be expected to attend meetings of the Board and the Committee to which they may be appointed and Shareholders meetings and to devote such time to their duties, as appropriate for them to discharge their duties effectively.

### **4. Role and Duties**

Independent Director role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the listing agreement.

### **5. Status of appointment**

5.1 Independent Director will not be an employee of the company and this letter shall not constitute a contract of employment. Independent Director will be paid such remuneration by way of sitting fees for meetings of the Board and its Committee as may be decided by the Board and approved by the Shareholders from time to time.

5.2 The sitting fees to be paid to the Non-Executive Independent Directors, is as may be decided by Board from time to time.

### **6. Reimbursement of expenses**

In addition to the remuneration described in paragraph 5, the Company will, for the period of Independent Director appointment, reimburse them for travelling expenses incurred by them in the performance of their role and duties.

7. **Conflict of interest**

It is accepted and acknowledged that Independent Director may have business interests other than those of the Company. As a condition to their appointment commencing, Independent Director are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of their appointment.

8. **Disclosure of interest**

The company must include in its Annual Accounts a note of any material interest that a Director may have in any transaction or arrangement that the Company has entered into. Such interest should be disclosed no 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 contracts with a particular person, firm or company is acceptable.

9. **Termination**

- (a) Independent Director may resign from their position at any time and should they wish to do so, they are requested to serve a reasonable written notice on the Board.
- (b) Independent Director appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.

**Note: Salary/ sitting fees payable to non-executives as well as Independent Director should be decided by Board through resolution.**