

## Letter of Appointment for Independent Directors

Date

Name of Director

Address (of the Independent Director)

*Subject: Appointment as an Independent Director of Go Digit General Insurance Limited*

Dear Sir/Madam,

We are pleased to inform you that the Shareholders of Go Digit General Insurance Limited ("the Company") at their \_\_\_\_\_ Annual General Meeting (AGM) held on \_\_\_\_\_ (date) have approved your appointment as an Independent Director of the Company with effect from \_\_\_\_\_ (date).

Your appointment as an Independent Director is in accordance with and subject to the provisions of the Companies Act, 2013 (the "Act"), the Rules made thereunder, Guidelines on Corporate Governance issued by Insurance Regulatory and Development Authority of India (IRDAI) and Articles of Association of the Company.

The terms and conditions of your appointment and your roles and responsibilities are outlined in the enclosed Annexure, which forms an integral part of this letter.

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

Yours sincerely,

For Go Digit General Insurance Limited

<<Name>>

Chairman

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I have read and I agree to the terms regarding my appointment as an Independent Director of Go Digit General Insurance Limited.

Signature

<<Name of Independent Director>>

DIN:<<>>

## ***Annexure***

Ref: Letter of Appointment of Mr./ Mrs. <<Name of Director>> (DIN <<>>) as Independent Director of Go Digit General Insurance Limited dated <<>>

### ***Terms and Conditions of appointment as Independent Director***

#### ***Appointment***

- 1) Your appointment is for a term of five consecutive years, i.e. effective from the conclusion of <<>> Annual General Meeting until the conclusion of <<>> Annual General Meeting.
- 2) During your tenure as an Independent Director, you may be asked to serve on one or more of the Board Committees. Copies of the terms of reference for each of those committees would be provided to you at the appropriate time, if not already provided for.

#### ***Time Commitment***

- 3) The Company expects a commitment of sufficient time and attention as necessary in order to perform your duties under the Appointment. This will include attendance at regular and emergency Board meetings, any annual meeting of Independent Directors and the Annual General Meeting. You may also be required to attend regular meetings of any Board committee of which you are a member. In addition, you will be expected to devote appropriate preparation time ahead of each meeting.
- 4) By accepting the Appointment, you confirm that you are able to allocate sufficient time to perform your role.

#### ***Role & Duties***

- 5) As an Independent Director you have the same general legal responsibilities to the Company as any other Director, except that you shall be held liable only in respect of such acts of omission or commission by the Company which had occurred with your knowledge, attributable through board processes and with your consent or connivance or where you had not acted diligently.
- 6) You will adhere to the following duties of Directors, which are more specifically stipulated in Section 166 of the Act, which states that:
  - (i) Subject to the provisions of this Act, a Director of a Company shall act in accordance with the Articles of Association of the Company.
  - (ii) A Director of a Company 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 interests of the Company, its employees, the shareholders, the community and for the protection of environment.
  - (iii) A Director of a Company shall exercise his duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
  - (iv) A Director of a Company shall not involve in a situation in which he may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the company.

- (v) A Director of a Company shall not achieve or attempt to achieve any undue gain or advantage either to himself or to his relatives, partners, or associates and if such director is found guilty of making any undue gain, he shall be liable to pay an amount equal to that gain to the company.
- (vi) A Director of a Company shall not assign his office and any assignment so made shall be void.

### ***Remuneration***

- 7) Unless decided otherwise, you will be paid sitting fee for your services as an Independent Director of Rs. 50,000/- per meeting of the Board and Committee thereof attended as a member along with reimbursement of expenses towards travelling and hotel accommodation for attending these meetings.
- 8) You will have no entitlement to any bonus during the Appointment and no entitlement to participate in any share scheme and no stock options will be issued to you by the Company.

### ***Reimbursement of Expenses***

- 9) In addition to the sitting fee described in herein above, the Company will reimburse you for all reasonable and properly documented expenses you incur in performing your role. You may submit any details of expenses incurred to the Company Secretary.
- 10) During the Appointment, circumstances may arise in the furtherance of your duties as a Director when it will be appropriate for you to seek advice from independent advisors at the Company's expense. The Company will reimburse the full cost of expenditure incurred as deemed necessary.

### ***Conflict of interests***

- 11) The Company acknowledges that you may have business interests other than those of the Company and that you may have declared any conflicts that are apparent at present. In the event that you become aware of any potential conflicts of interest, not declared so far, these may be disclosed to the Chairman and Company Secretary as soon as they become apparent.
- 12) During the Appointment, you may please inform us prior to accepting any other (or further) directorships of publicly quoted companies or any major external appointments, to avoid any conflict of interest with your current position in the Company.

### ***Code of Conduct & other compliances***

- 13) Your appointment as an Independent Directors shall be governed by the "Schedule IV of the Companies Act, 2013: Code for Independent Directors", a copy of which is enclosed herewith as **Appendix-A** for your reference. You will strictly abide by the same.
- 14) During the Appointment, you will comply with any relevant regulations as may be issued by the Government of India and such other authorized bodies as set up by the Government on its behalf, including the Code for Independent Directors, Insider Trading

Code and such other requirements as the Board of Directors may from time to time specify.

- 15) At the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect your status as an Independent Director, you shall give a declaration to that effect confirming that you meet the criteria of independence as provided in Section 149 (6) of the Act, in the format as per **Appendix-B** hereto.

### ***Confidentiality***

- 16) You must apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the Appointment or at any time after its termination) any confidential information concerning the Company and / or any of its Group Companies with which you come into contact by virtue of your position as an Independent Director of the Company.
- 17) On termination of the Appointment, you will deliver to the Company all books, document, papers and other property of or relating to the business of the Company which are in your possession, custody or power by virtue of your position as an Independent Director of the Company.
- 18) Your attention is drawn to the requirements as to the disclosure of price sensitive information. Consequently, you should avoid making any statements that might risk a breach of these requirements without prior clearance from the Chairman or the Company Secretary.

### ***Performance Review Process***

- 19) The performance of individual Directors and the whole Board and its Committees shall be evaluated by the Nomination & Remuneration Committee. If, in the interim, there are any matters arising in connection with your role as an Independent Director which cause you concern, you may discuss with us as soon as appropriate.

### ***Insurance***

- 20) The Company has Directors' and Officers' Liability Insurance policy and it is intended to maintain such cover for the full term of the Appointment.

### ***Publication of the Letter of Appointment***

- 21) In line with the provisions of the Act, the Company may make public a generic copy of this letter on its website at [www.godigit.com](http://www.godigit.com) and the same shall be open for inspection at the Registered Office of the Company by any member during normal business hours.

### ***Miscellaneous***

- 22) This letter is 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 Pune, India.
- 23) This letter constitutes neither a contract for services nor a service contract.