

Date: _____

LETTER OF APPOINTMENT

To, _____

We, Hearty welcome you to **Bansal Wire Industries Limited** (the “Company”) as an Independent Director on the Board of our Company.

We are pleased to confirm your appointment as an Independent Director (Non-Executive and Independent) on the Board of Directors of Bansal Wire Industries Limited for a term of ___ years.

This letter of appointment sets out the terms and conditions covering your appointment as an Independent Director.

The terms of your appointment, as set out in this letter are subject to the extant provisions of applicable laws, including The Companies Act, 2013 (“Act”), Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Company’s Articles of Association.

1. Appointment

Your term of appointment as Non-Executive Independent Director is for a term of ___ years on the Board of Directors of Bansal Wire Industries Limited with effect from _____ upto _____. This tenure is subject to you meeting the criteria for being an Independent Director during your tenure and not being disqualified to be a Director under the applicable provisions of the Act.

As an Independent Director you will not be liable to retire by rotation.

2. Committees

The Board of Directors (the Board) may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such committee that is set up in the future. Your appointment on such Committee(s) will be subject to the applicable laws and regulations.

3. Role and Duties

As a member of the board, your role, duties and responsibilities will be those normally required of a Non-Executive Independent Director under the Act.

In terms of Section 166 of the Companies Act, 2013, you shall

- Act in accordance with the Company’s Articles of Association.
- 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, its employees, the shareholders, the community and for the protection of environment.

- Exercise your duties with due and reasonable care, skill and diligence.
- 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.
- Not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- Not assign your office as Director and any assignments so made shall be void.

You shall also abide by the 'Code for Independent Directors' as outlined in Schedule IV to the Companies Act, 2013, and duties of directors as provided in the said Act.

4. Remuneration

Fees/Commission:

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 and/or approved by the Shareholders from time to time.

Further, you will also be paid remuneration by way of commission, if any, as may be approved by the Board and the Shareholders from time to time.

In addition to the remuneration described, hereinabove, the Company will, for the period of your appointment, reimburse you expenses incurred by you in the performance of your role and duties, as may be decided by the Board and/or approved by the Shareholders from time to time.

5. Code of Conduct & other compliances

As an Independent Director of the Company, you agree to comply with the Code of Conduct of the Company as applicable to Board of Directors in general and Independent Directors in specific. You also agree to comply with the code of Insider Trading.

6. Conflict of Interest

It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment commencing, 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.

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 judgement that you are independent, this should be disclosed to both the Chairman and the Secretary.

7. Confidentiality

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

8. Evaluation

The Company will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors. Your appointment and re appointment on the Board shall be subject to the outcome of the evaluation process.

The criteria for evaluation shall be determined by the Nomination and Remuneration Committee. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board / Committee.

9. Disclosure of Interest

You shall disclose material interest that 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.

10. Termination

- 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.
- Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013 and the Articles of Association of the Company, from time to time in force.

11. Governing Law

This letter of appointment is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of Delhi.

For Bansal Wire Industries Limited

Sd/-

Encl: as above