

**YOUR APPOINTMENT AS INDEPENDENT DIRECTOR
OF ADOR FONTECH LIMITED**

Mr. _____

Dt. _____

Dear Sir,

Re: Appointment as Independent – Director of Ador Fontech Limited

Pleased to inform that based on your appointment by the Members/Shareholders at the ____ Annual General Meeting, you will be guided by the terms and conditions of appointment as under:

1. PRELIMINARY

- 1.1 During your tenure as an Independent Director, you will have to submit a declaration at the beginning of every Financial Year under Section 149 (7) of the Companies Act, 2013("Act") stating that you meet the criteria of Independence..
- 1.2 So long as you are an Independent Director of the Company, the number of companies in which you hold office as a Director or a Chairman or Committee Member will not exceed the limit stipulated under the Act and Listing Agreement..
- 1.3 So long as you are an Independent Director of the Company, you will ensure that you not get disqualified to act as a Director pursuant to the provisions of the Companies Act and other Legislations.
- 1.4 You will ensure compliance with other provisions of applicable enactments and Listing Agreement as applicable to you as an Independent Director.

2. TERM

In accordance with the provisions of the Companies Act, 2013 and other applicable laws, you will serve as an Independent Director of the Board for five years, not liable to retire by rotation.

3. COMMITTEES

You may be appointed on one or more of the following Committees:

- 3.1 Audit Committee
- 3.2 Management Development, Nomination and Remuneration Committee
- 3.3 Stakeholders' Relationship Committee
- 3.4 Corporate Social Responsibility Committee
- 3.5 Any other Board Committee

ADOR FONTECH LIMITED

Regd. and Head Office: Belview, 7 Haudin Road, Bangalore 560 042, Karnataka - India.

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CIN: L31909KA1974PLC020010

4. CODE OF CONDUCT, DUTIES AND RESPONSIBILITIES

- 4.1 You will abide by Ador Fontech Limited's Code of Ethics and Business Principles applicable to Non-Executive Directors and business principles to the extent applicable to an Independent Director of the Company, as set out separately in Annexure-1.
- 4.2 You will abide by the guidelines of professional conduct, role, function and duties as an Independent Director provided in Schedule IV of the Companies Act, 2013, as set out at Annexure-2.
- 4.3 You will not hold office as a Director or any other office in a competing firm/entity.
- 4.4 As Independent Director you shall be at liberty to:
- a. take decisions objectively and solely in the interests of the Company;
 - b. facilitate Company's adherence to high standards of ethics and corporate behaviour;
 - c. guide the Board in monitoring the effectiveness of the Company's governance practices and to recommend changes, required if any;
 - d. guide the Board in monitoring and managing potential conflicts of Interest of Management, Board Members and Stakeholders, particularly in related party transactions if any;
 - e. guide the Board in ensuring integrity of the Company's accounting and financial reporting systems, including independent audit and that appropriate systems of control are in place, in particular, systems for risk management, financial and operational control, compliance with law and relevant standards.
 - f. To be updated on Independent Director's roles, responsibilities, duties and liabilities, under applicable laws, including changes and trends in economic, political, social, financial, legal and corporate governance practices.

5. PERFORMANCE EVALUATION

Your re-appointment or extension of term and remuneration will be recommended by the Nomination and Remuneration Committee of the Board, pursuant to performance evaluation carried out by the Board.

ADOR FONTECH LIMITED

6. REMUNERATION

You will be entitled for Sitting fees for attending each meeting of the Board and its Committees as may be determined by the Board from time to time, and

You will be entitled to reimbursement of expenses incurred by you in connection with attending Board meetings, Board Committee meetings, General meetings and in relation to the business of the Company (subject to prior confirmation and subject to documentary proofs) towards hotel accommodation, travelling and other out-of-pocket expenses..

7. TRAINING

You will be entitled to the benefit of a training programme to familiarize yourself with the business and affairs of the Company, growth plans, peculiarities of the industry in which the Company operates, its goals, expectations, long term plans and objectives..

8. MISCELLANEOUS

You will have access to confidential information, whether or not the information is marked or designated as “confidential” or “proprietary”, relating to the Company and its business including legal, financial, technical, commercial, marketing and business related records, data, documents, reports, etc., client information, intellectual property rights (including trade secrets), (“Confidential Information”).

You shall use reasonable efforts to keep confidential and to not disclose to any third party, such Confidential Information.

If any Confidential Information is required to be disclosed by you in response to any summons or in connection with any litigation, or in order to comply with any applicable law, order, regulation or ruling, then any such disclosure should be, to the extent possible, with the prior consent of the Board.

It is a pleasure to have you on Board.

Please confirm your acceptance by signing, dating, and returning a copy of this letter to the Company.

Yours sincerely,

For **ADOR FONTECH LIMITED**

Agreed and Accepted

Chairman

Date:

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