

Bimetal Bearings Limited - Terms & conditions relating to appointment of Independent Directors

Terms and conditions of Independent Directors

(As issued and accepted by the company's Independent Directors i.e. Mr.Krishna Srinivasan, Mr.P.M.Venkatasubramanian and Mr.R.Vijayaraghavan)

Appointment as an Independent Director of the Company in terms of the applicable provisions of the Companies Act, 2013 ("the Act") and as approved by the Board of Directors on 26th May 2014 and by the share-holders at the 53rd Annual general meeting held on 23rd July 2014.

Appointment and other terms and conditions are subject to the Articles of Association of the Company and the relevant and applicable provisions of the Act.

- a) The appointment is for a term of 5 years commencing from 23rd July 2014 on non-rotation basis unless otherwise terminated earlier by either side in terms of Section 168 or Section 169 of the Act.
- b) To abide by the code for Independent Directors as detailed in Schedule IV of the Act.
- c) The Board in order to derive benefit from their varied experience may request and nominate them to serve on one or more of the committees of the Board during their tenure.
- d) The Independent Directors shall abide by the code of conduct framed by the company for the Board and senior management.
- e) As an Independent Director of the Company they shall have the same responsibility like any other Director on the Board. However they shall be held liable in respect of such acts of omission or commission of the Company which had occurred with their knowledge attributable through Board process and with their consent or connivance or where they had not acted diligently.
- f) The Independent Directors will be paid a sitting fees of Rs 10,000/- (Rupees Ten Thousands Only) for attending every meeting of the Board and any Committee meetings in which they will be participating as a Member / Chairman. They will also be entitled to receive profit related commission, if any approved by the Board and Shareholders from time to time.
- g) The Independent Directors can claim travelling and incidental expenses incurred for attending the meetings of the Board / Committees.
- h) The company will take suitable coverage for professional liability i.e., 'Directors and Officers (D & O) Liability Insurance' at an appropriate time after taking the approval of the Board.

- i) The Independent Directors acknowledge that all information acquired during their term of appointment is confidential to the company and shall not be released, communicated nor disclosed either during their appointment or following separation (by whatever means) to third parties without prior clearance from the Board.
- j) The attention of the Independent Directors is being drawn to the requirements under the law, applicable regulations and the Company policy towards disclosure of price sensitive information. They shall abide by the code of Insider trading devised by the Company and strictly avoid making any statements that might risk a breach of these requirements without the prior clearances from the Compliance Officer.
- k) Upon termination of their appointment with the Company (for whatever cause), the Independent Directors shall deliver to the Company all documents, records, papers or other Company property which may be in their possession or under their control and which relate in any way to the business affairs of the Company and they shall not retain any copies thereof.

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(As issued and accepted by Dr.(Mrs.) Sandhya Shekhar, Independent Director :

The Terms and conditions are furnished hereunder:

- a) The appointment is for a period of 3 years commencing from 14th November 2014 on non-rotation basis unless otherwise terminated by either side in terms of Section 168 or Section 169 of the Act.
- b) You will abide by the code for Independent Directors as detailed in Schedule IV of the Act. A copy of the Schedule IV is enclosed to this letter (**Annexure A**).
- c) The Board in order to derive benefit from your varied experience may request and nominate you to serve on one or more of the Committees of the Board during your tenure.
- d) You shall abide by the code of conduct framed by the Company for the Board and senior management.
- e) As an Independent Director of the Company you shall have the same responsibility like any other Director on the Board. However you shall be held liable in respect of such acts of omission or commission of the Company which had occurred with your knowledge attributable through Board process and with your consent or connivance or where you had not acted diligently.
- f) You will be paid a sitting fees of Rs.10,000/- for attending every meeting of the Board and any Committee meetings in which you will be participating as a Member / Chairman. You will also be entitled to receive profit related commission, if any approved by the Board and Shareholders from time to time.
- g) You can claim travelling and incidental expenses incurred for attending the meetings of the Board / Committees.
- h) The Company will take suitable coverage for professional liability i.e., 'Directors and Officers (D & O) Liability Insurance' at an appropriate time after taking the approval of the Board.
- i) You acknowledge that all information acquired during your term of appointment is confidential to the Company and shall not be released, communicated nor disclosed either during your appointment or following separation (by whatever means) to third parties without prior clearance from the Board.
- j) Your attention is drawn to the requirements under the law, applicable regulations and the Company policy towards disclosure of price sensitive information. You shall abide by the code of insider trading (**Enclosed – Annexure B**) devised by the Company and strictly avoid making any statements that might risk a breach of these requirements without the prior clearances from the Compliance Officer.
- k) Upon termination of your appointment with the Company (for whatever cause), you shall deliver to the Company all documents, records, papers or other Company property which may be in your possession or under your control and which relate in any way the business affairs of the Company and you shall not retain any copies thereof.

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