



[Date]

[NAME]

[ADDRESS]

Subject: Appointment as Independent Director of Pace Digitek Limited

Dear Sir/Ma'am,

We are pleased to inform you that the Board of Directors of Pace Digitek Limited (hereinafter "PACE" or "Company") has, on [•], appointed you as an Independent Director, pursuant to the provisions of the Companies Act 2013 ("the Act") and SEBI (Listing Obligations & Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulations").

This letter sets out the terms of your appointment as an Independent Director, which shall be subject to the provisions of the Act and SEBI Listing Regulations, as amended from time to time.

Please note your appointment shall be subject to approval of the shareholders.

1. Term of appointment:

Unless extended or terminated earlier, as per the provisions of this letter or applicable laws, your appointment shall be for a period of 5 years ("Term"). You shall not be liable to retirement by rotation.

2. Code of Conduct & Business Ethics:

You are required to abide by the 'Code for Independent Directors' as outlined under Schedule IV of the Act, PACE's Code of Conduct and Policies framed for the Board and Senior Management, and the Code of Conduct for Prevention of Insider Trading adopted by PACE and such other codes/ policies/ requirements as the Board of Directors may specify from time to time.

3. Duties of Independent Director:

a. Statutory as an Independent Director

You shall be required to discharge such duties and responsibilities as are provided under the Act, the SEBI Listing Regulations and any other rules or regulations applicable to the Company.

b. Attendance in Meetings





You are requested to attend all meetings of the Board and of the Committees in which you are a member. You are also requested to attend the meetings of shareholders convened from time to time.

c. Appointment in Committees

As an independent Director, you may be appointed by the Board of Directors as a member/chairperson of any of its committees. The terms of reference and tasks of such committees in which you may be appointed shall be communicated upon appointment.

d. Fiduciary Duties & Liabilities Your duties as an Independent Director include:

- i. To act in the best interests of the shareholders of PACE.
- ii. To act without any conflict of interest and always put the interests of PACE as paramount.
- iii. To make informed decisions and exercise due care and diligence in discharging your role as an Independent Director.

4. Directors and Officers Liability Insurance:

PACE maintains and shall continue to maintain a Directors' & Officers' Liability insurance for the entire Term of this appointment, subject to the terms of such policy in force from time to time. A copy of the policy document shall be furnished upon request.

5. Prohibited actions/ activities for Directors:

- a) Unless specifically authorized by Board of Directors of PACE, you are expected not to disclose or share any data, business plans, strategic and operational information about the Company to public constituencies such as the media, the financial community, employees, shareholders, agents, franchisees, dealers, distributors and importers, among others.
- b) You shall not participate in any business activity which might impede the application of independent judgment in the best interest of PACE.

6. Remuneration:

- a) You shall be entitled to sitting fees for attending the meetings of the Board and the Committees to which you may be appointed as a member/ chairman.





b) In addition to the sitting fee, a commission may also be paid upon recommendation by Nomination & Remuneration Committee, which shall be subject to the approval of the Board and shareholders (if required).

c) PACE may pay or reimburse such fare and reasonable expenses, as may have been incurred for attending the Board/ Committee/ shareholders meetings of the Company or while performing any other function assigned to you by the Company, and such expenses as incurred while performing the role as an Independent Director of the Company.

7. Evaluation:

The performance of the Independent Director shall be evaluated every year as per PACE's Board Evaluation Policy.

8. Other Directorship:

Independent Director shall not accept the directorship and/or a senior management position in any companies/ entities which are in direct competition with PACE or its subsidiaries and associates.

9. Confidentiality:

You shall not use any confidential information relating to the Company and its affairs that may be available to you as an Independent Director for personal benefit or for the benefits of any third parties or to the detriment of the Company.

10. Termination:

In addition to the grounds of termination specified under the Act, this appointment may be terminated for violation of any provision of the Code of Conduct and Policies framed by PACE for Board and senior management. During the currency of the Term, if there is any change that may affect your status or appointment, as envisaged in Section 149(6) of the Act or SEBI Listing Regulations, you agree to promptly notify PACE regarding such change. The Board is confident that PACE will immensely benefit from your rich experience and is eager to have you as an integral part of the growth of the Company. Kindly return a signed copy of this letter as token of acceptance.

Yours Sincerely,

For Pace Digitek Limited

