

Date: 12<sup>th</sup> June 2023

## APPOINTMENT LETTER

**Mr. Rakesh Mohan Garg**

H- 38, 3rd Floor, Green Park Extension, Green Park  
Market, South Delhi- 110016

**Sub.: Appointment as Non-Executive and Independent Director of BLS E-Services Limited (the Company")**

The Code for Independent Directors contained in the Companies Act, 2013 provides that we should issue a letter of appointment to the Independent Directors.

I am pleased to inform you that the Shareholders in their General Meeting dated 19<sup>th</sup> May, 2023 has approved your appointment as Non-Executive and Independent Director of the Company. This letter of appointment sets out the terms and conditions covering your appointment which are as follows:

### APPOINTMENT:

1. Your appointment as Non-Executive and Independent Director on the Board of Directors of the Company is subject to the provisions of Section 149 and 152 and other applicable provisions of the Companies Act, 2013 and SEBI (Listing Obligation and Disclosure Requirements) Regulation, 2015 ("SEBI LODR Regulations").
2. In compliance with provisions of section 149(13) of the Companies Act, 2013, your directorship is not subject to retirement by rotation.
3. Notwithstanding other provisions of this letter, the appointment may be terminated in accordance with the provisions of the Articles of Association of the Company or on failure to meet the parameters of independence as defined in section 149(6) or on the occurrence of any event as defined in section 167 of the Companies Act, 2013.
4. Upon termination or upon your resignation for any reason, duly intimated to the Company, you will not be entitled to any compensation for loss of office.

Accordingly, you may continue in the office of the Board for maximum period of two terms of five years each. The Company is at liberty to relive you during your tenure subject to compliance of relevant provisions of the Companies Act, 2013.

### TIME COMMITMENT:

5. As Non-Executive and Independent Director, you are expected to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk

management as well as ensuring high standards of financial probity and corporate governance. The Board generally meets four times in a year. The Audit Committee generally meets at least four times in a year. Besides, there are other Committee meetings like Nomination and Remuneration Committee, Stakeholder Relationship Committee etc. meetings of which are ordinarily convened as per requirements. You will be expected to attend Board and Board Committees to which you may be appointed and Shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively.

Further, dates for the Board and Committee meeting for the ensuing year shall be decided and informed to Independent Director in advance by way of Notice and Agenda of concerned meeting. The Board meets once in every quarter to review the quarterly results and other items on the agenda. Additional meetings are held as and when need arises. Board invites senior managerial personnel of the Company whenever additional details into the items being discussed are required.

6. The Independent Directors of the Company shall hold at least one meeting in a financial year, without the attendance of non-independent directors and members of management. Independent Director shall strive to be present at such meeting. The meeting shall review the performance of Non-Independent Directors, Board and Chairperson of the Company. It shall also assess the quality, quantity and timeliness of flow of information between the Company management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

#### **ROLE AND DUTIES:**

7. Your role and duties will be those normally required of an Independent Director under the Schedule IV of the Companies Act, 2013 and the SEBI LODR Regulations. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:
  - I. You shall act in accordance with the Company's Articles of Association as may be amended from time to time.
  - II. You 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 interest of the Company.
  - III. You shall discharge your duties with due and reasonable care, skill and diligence.
  - IV. You shall 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.
  - V. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
  - VI. You shall not assign your office as Director and any assignments so made shall be void.

- VII. You shall ascertain and ensure that the Company has an adequate and functional Vigil Mechanism (Whistle Blower Policy).
- VIII. Assist the Company in implementing the best corporate governance practices.

In addition to the above requirements the Board of Directors also expect you to perform the following functions:

- I. You should constructively challenge and help develop proposals on strategy for growth of the Company.
- II. You should evaluate the performance of management in meeting agreed goals and objectives.
- III. You should satisfy yourself on the integrity of financial information and that financial controls and systems of risk management are effective and defensible.
- IV. You are responsible for determining appropriate levels of remuneration of Executive Directors and have a prime role in appointing, and where necessary, removing Executive Directors and in succession planning.
- V. You will take responsibility for the processes for accurately reporting on performance and the financial position of the Company.
- VI. You should keep governance and compliance with the applicable legislation and regulations under review and the conformity of Company's practices, codes, policies to accepted norms.

#### **STATUS OF APPOINTMENT:**

8. You will not be an employee of the Company and this letter shall not constitute a contract of employment. 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. Further, you will also be paid remuneration by way of commission as may be approved by the Board and the Shareholders from time to time.
9. The Sitting Fees to be paid to the Independent Director shall be as may be decided by the Board of Directors of the Company or a Committee thereof will be paid in accordance with the decision of the Board and will be subject to provisions of Companies Act, 2013. The sitting fees may be revised by the Board as and when deemed desirable.
10. You will have no entitlement to any bonus during the appointment and no entitlement to participate in any employee stock option scheme operated by the Company or any Group Company.
11. The Board of Directors of the Company presumes that your name is successfully registered in the data bank maintained by Indian Institute of Corporate Affairs (IICA) at all time during your tenure/ association with the Company. Also, you shall not be disqualified to act as a Director of the Company in terms of the Companies Act, 2013

**REIMBURSEMENT OF EXPENSES**

12. In addition to the remuneration described above, the Company will, for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

**INDEPENDENT PROFESSIONAL ADVICE**

13. There may be occasions when you consider that you need professional advice in furtherance of your duties as a Director and it will be appropriate for you to consult independent advisers at the Company's expense. The Company will reimburse full cost of expenditure incurred in accordance with the Company's policy.

**CONFLICT OF INTEREST**

14. It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment, 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. Also, you are to disclose your concern or interest in any such other Companies or Body Corporates, firms, or any other association of individuals which shall also include your shareholding/ interest in such Body Corporates/ firms, to the Board in writing at the first meeting of the Board in every financial year or whenever there is any change in the disclosures already made, then at the first Board meeting held after such change, in the form as prescribed under the Companies Act, 2013.
15. 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 judgment that you are independent, this should be disclosed to both the Chairman and the Company Secretary.

**EVALUATION**

16. The Board of Directors will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis as per Company's Policy. Your appointment and reappointment on the Board shall be subject to the outcome of the yearly evaluation process.

**DISCLOSURE OF INTEREST**

17. Any material interest that a Director may have in any way, whether directly or indirectly in any transaction or arrangement or proposed contract that the Company has entered into or to be entered by the Company 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 contract with a particular person, firm, company or body corporate is acceptable.

**CODE OF CONDUCT**

18. During the appointment you are required to comply with regulations as contained in Schedule IV under Companies Act, 2013, including the Code of Conduct.

**CONFIDENTIALITY**

19. All information acquired during your appointment is confidential to the Company and its Subsidiaries 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 by the rules of any stock exchange or regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by the Company.
20. Your attention is also drawn to the requirements under the applicable regulations and the Company's Insider Trading Code which concern the disclosure of price sensitive information and dealing in the securities of the Company. Consequently you should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Chairman or the Company Secretary.

**PUBLICATION OF THE LETTER OF APPOINTMENT**

21. In line with provision of Clause IV sub clause 6 of Schedule IV, under Companies Act, 2013, the Company will make public the terms and conditions of your appointment and will also arrange for it to be displayed on the Company's website.

**MEMBERSHIP OF COMMITTEES**

22. The Board of Directors may appoint you as Member / Chairman of one or more of its Committees which will be covered in a separate communication setting out the relevant committee's terms of reference and any specific responsibilities.

**TERMINATION**

23. 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. In terms of provisions of the Companies Act, 2013, you are required to file a copy of your resignation letter with the Registrar of Companies, NCT of DELHI.
24. 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. You will not be entitled to compensation if the shareholders do not re-elect you at any time.
25. Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.

26. Your appointment as an Independent Director shall be governed by and will be interpreted in accordance with the Companies Act, 2013 and the SEBI LODR Regulations as may be amended from time to time. This Letter and any non-contractual obligations arising out of or in connection with this Letter are 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 Delhi.
27. Please confirm your agreement to the above by signing and returning the enclosed duplicate of this Letter.

Yours sincerely,

For **BLS E-Services Limited**



Dinesh Sharma  
Director  
DIN: 00956860