

Date: 01<sup>st</sup> October, 2016

To  
Mrs. V. Geetha  
6-3-1096, Flat No. 405,  
G. B. Apartments,  
Somajiguda, Hyderabad,  
Telangana-500082  
(DIN: 03271922)

Respected Madam,

**Sub: Appointment as an Independent Director U/s 149 of Companies Act, 2013**

We are pleased to inform you that the Members of **BARTRONICS INDIA LIMITED** ("the Company"), have appointed you as a Director of our Company under the category of 'Independent Director' (under the provisions of Listing Agreement read with Section 149 and 152 of the Companies Act, 2013 and all other provisions as may be applicable), based on the recommendation of the Board of Directors of the Company, at their 23<sup>rd</sup> Annual General Meeting held on 29<sup>th</sup> June, 2015.

**Duration of Appointment:**

Your appointment is for an initial term of *five (05)* years commencing on 13<sup>th</sup> October, 2015 to 12<sup>th</sup> October, 2020 unless otherwise terminated earlier by and at the discretion of either party upon in accordance with the provisions of Companies Act, 2013 and the other applicable laws. Continuation of your contract of appointment is contingent on satisfactory performance.

**Role:**

The Board's role is to effectively represent, and promote the interests of, all the stakeholders with a view to adding long-term value to the Company's stakeholders. In the normal course of events, day to day management of the Company is left to management; the board directs and supervises the management with regard to the business and affairs of the Company. The board as a whole is collectively responsible for the success of the Company and all Directors are expected to take decisions objectively in the interests of the Company. All Non-Executive and Independent Directors have the same general legal responsibilities/liabilities to the company as any other Director.


**BARTRONICS INDIA LIMITED**

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Email : Info@bartronics.com www.bartronics.com

#### **Fiduciary Responsibility of the Independent Director:**

- A. A Director of a Company shall act in accordance with the Articles of Association of the Company.
- B. A Director of a Company 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 interests of the Company, its employees, the shareholders, the community and for the protection of environment.
- C. A Director of a Company shall exercise his duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
- D. A Director of a Company shall not involve in a situation in which he may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company in terms of provisions of the Companies Act, 2013, Listing Agreement and other applicable laws.
- E. A Director of a Company shall not achieve or attempt to achieve any undue gain or advantage either to himself or to his relatives, partners, or associates and if such Director is found guilty of making undue gain he shall be liable to pay an amount equal to that gain to the Company.
- F. A Director of a Company shall not assign his office and any assignment so made shall be void.
- G. Such other duties as may be specified by the Companies Act, 2013 and the rules framed there under from time to time.

#### **Code for Independent Directors and Business Ethics:**

As an Independent Director you are required to abide by the provisions of "Code for Independent Directors" specified in Schedule IV of Companies Act, 2013, as amended from time to time, will be provided by the Company.

The Company has also formulated a "**Bartronics India Limited Code of Conduct for Prohibition of Insider Trading**" ("Code to Conduct"), as amended by the Board from time to time, is required to be observed by all the Directors and Designated Employees, and their relatives. A copy of the Code to Conduct will be provided by the Company.

#### **Committee Involvement:**

Board Committees are formed when it is efficient or necessary to facilitate effective decision-making. From time to time, as deemed fit by the Board you may be requested by the Board to serve on one or more Board Committees.

#### **Board and Committee Meetings and Time Commitment:**

The Board normally meets for a minimum of 4 times in a year and holds additional meetings as the occasion requires. As an Independent Director you would also be required to attend a separate meeting of Independent Directors conducted at least once in a year.

In addition to routine Board Meetings you would be required to allow time for committee meetings wherein you are appointed as a member, General Meetings of members, preparatory work and travel, and ensure that you are in a position to make the necessary overall time commitment. By accepting this appointment, you have confirmed that you are able to allocate sufficient time to meet the expectations of your role.


**Remuneration:**

As an Independent Director you are eligible for sitting fees for attending meetings of the Board or Committee thereof as decided by the Board from time to time. You shall also be eligible for receipt of profit related commission as may be approved by the members from time to time.

The Company will reimburse you for all expenses, as may be incurred by you for participation in the Board and other meetings, such as accommodation, travelling expenses etc., reasonably and properly incurred and documented.

**Board and Individual Director Evaluation Processes:**

The performances of the Board as a whole, its Committees and individual Directors will be evaluated annually. If, during the tenure of your directorship, there are any matters which cause you concern about your role you may discuss them with the Chairman of the Board or with the Managing Director of the Company. You may also seek the assistance of the Key Managerial Personnel's /Executive Directors of the Company, as and when required, for effectively discharging your duties.

**Outside Interests Including Directorships:**

It is accepted and acknowledged that you may have business interests other than those of the Company. You are requested to contact the Company Secretary as soon as possible to arrange for the disclosures of your interests as a shareholder, Director, partner or owner of other companies, body corporates, firms or other entities as required u/s 184 of the Companies Act, 2013, as may be amended from time to time. Please ensure that the Company is kept informed of any changes to your interests from time to time. The Board of the Company, on the basis of certificate of Independence submitted by you, has determined you to be independent according to Clause 49 of the Listing Agreement read with Section 149 and Schedule IV of the Companies Act, 2013.

**Shareholdings by Directors in the Company:**

Directors when buying or selling shares are expected to strictly observe the provisions of the Company's constitution, the Company's own internal rules and all relevant legislative and regulatory procedures including, in particular, Stock Exchange listing requirements.

**Induction and Development Processes:**

As soon as practicable the Company will provide a comprehensive induction programme aimed at broadening your understanding of the Company, its business, and the environment and markets in which it operates. As part of the programme you will meet key management and receive essential Board and Company information.

All Directors are expected to remain current on how to best discharge their responsibilities as Directors of the Company including keeping abreast of changes and trends in economic, political, social, financial and legal climates and governance practices.

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**Confidentiality:**

All information acquired during your appointment is confidential to the Company and should not be disclosed either during your appointment or following the expiry of your term or vacation (by whatever means) to third parties except as permitted by law and with prior clearance from the Chairman.

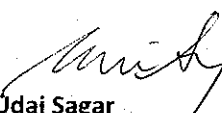
This letter constitutes the entire terms and conditions of your appointment and no waiver or modification thereof shall be valid unless in writing and signed by the parties hereto.

Please confirm your acceptance by signing and returning to me the enclosed copy of this letter.

We look forward to your association with us.

Yours sincerely

For **BARTRONICS INDIA LIMITED**

  
K. Udai Sagar  
Managing Director



I have read and agree to the above terms regarding my appointment as an Independent Director of **BARTRONICS INDIA LIMITED.**



V. Geetha  
Independent Director