

# SOLEX ENERGY LIMITED

## Terms and conditions of

### Appointment of Independent Directors

*(Reviewed & Revised by the Board of Directors in its Meeting  
dated August 07, 2025)*

Date: [●]

To,

[Insert Full Name of Director]

[Insert Address]

**Subject: Appointment as Independent Director of Solex Energy Limited**

Dear [Name of the Director],

We are pleased to inform you that pursuant to the approval of the shareholders at the [●] Annual General Meeting of Solex Energy Limited held on [●], your appointment as an **Independent Director** of the Company has been approved for a term of [●] consecutive years with effect from [●], in accordance with the provisions of the Companies Act, 2013 and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations").

Please find below the key terms and conditions governing your appointment:

### 1. Term of Appointment

You are appointed for a fixed term of [●] consecutive years commencing from [●], not subject to retirement by rotation. Your appointment is subject to applicable laws, including the provisions of the Companies Act, 2013 and the Listing Regulations.

### 2. Declaration of Independence

You are required to submit a declaration at the beginning of every financial year or whenever there is any change, confirming that you meet the criteria of independence as laid down under Section 149(6) of the Companies Act, 2013 and Regulation 16(1)(b) of the Listing Regulations.

### 3. Board Committees

As per the discretion of the Board, you may be required to serve on one or more Committees of the Board. At present, you have been inducted into the following Committees:

- [Audit Committee]
  - [Nomination and Remuneration Committee]
  - [Stakeholders' Relationship Committee]
- (To be modified as applicable.)*

### 4. Fiduciary Duties and Responsibilities

As an Independent Director, you shall be bound by the duties, roles and responsibilities as outlined under:

- Schedule IV of the Companies Act, 2013;
- Applicable provisions of the Listing Regulations;
- Company's **Code of Conduct for Directors and Senior Management**, and
- **Code of Ethics and Business Principles** applicable to Independent Directors, available on the Company's website.
- Company's Articles of Association as may be amended from time to time.

## 5. Remuneration

You shall be entitled to receive:

- Sitting fees for attending Board Meetings;
- Reimbursement of expenses incurred for participation in such meetings;
- Commission, if any, as may be approved by the Board/shareholders in accordance with applicable laws.

No stock options shall be granted to Independent Directors.

## 6. Other Directorships and Interests

You will ensure that your directorships, committee memberships, and chairpersonships comply with the statutory limits prescribed under the Companies Act, 2013 and the Listing Regulations. You are also expected to promptly disclose any direct or indirect interest that may give rise to a conflict of interest with the Company or its operations.

## 7. Exclusivity and Non-Compete

During your tenure as an Independent Director, you shall not hold or accept any position (executive or non-executive) in any competing entity or business which, in the opinion of the Board, conflicts with the interest of the Company.

## 8. Confidentiality

All information acquired during your term as Independent Director is to be treated as confidential and should not be disclosed, either during your tenure or thereafter, unless required by law or authorized by the Board.

## 9. Performance Evaluation and Reappointment

Your reappointment at the end of the term shall be subject to evaluation of your performance by the Board of Directors and recommendation of the Nomination and Remuneration Committee in accordance with the criteria laid down under the Companies Act, 2013 and SEBI (LODR) Regulations, 2015.

## 10. Liability and Insurance

The Company maintains a Directors' and Officers' Liability Insurance policy, which covers your role as an Independent Director. It is the Company's intent to maintain such cover throughout your tenure.

## 11. Resignation or Termination

You may resign from the directorship at any time by providing a written notice to the Company stating the reason for resignation. Your directorship may also be terminated in accordance with the applicable laws or by the shareholders in a general meeting.

We look forward to your valuable guidance and contribution towards the growth and governance of the Company. Kindly sign and return the duplicate copy of this letter as a token of your acceptance of the above terms.

Warm regards,

**For and on behalf of the Board of Directors**

Solex Energy Limited

[Name]

Chairperson