STARLINEPS ENTERPRISES LIMITED

<u>Terms and Conditions for Appointment of Independent Directors</u>

1. Appointment

Subject to approval of the shareholders of the Company and remaining provisions of this letter, your appointment is for the term of consecutive ____ years with effect from _______ till _______ (close of the day), unless terminated earlier or extended, as per the provisions of this letter or applicable laws.

As an Independent Director you will not be liable to retire by rotation.

The term Independent Director should be construed as defined under the Companies Act, 2013 ("Act") and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulations").

Your appointment and tenure as an Independent Director shall be consistent with the applicable provisions of the Companies Act, 2013 and the SEBI Listing Regulations.

2. Committees

As per the Board's current assessment, you will be a Chairman/member of the following Committees:

(Name of the committees and position, if any)

The Board may reconstitute the composition of any/all Committees, from time to time, and any such change shall be promptly communicated to you. In such an event you may also be required to serve on other Committees of the Board.

3. Role and Duties

As a member of the Board, your role, duties and responsibilities will be those normally required to be performed as a Non-Executive & Independent Director under the Companies Act, 2013 and the SEBI Listing Regulations.

In terms of Section 166 of the Companies Act, 2013, you will:

(i) act in accordance with the Company's Articles of Association.
(ii) 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, its employees, the shareholders, the community and for the protection of environment.
(iii) exercise your duties with due and reasonable care, skill and diligence and exercise independent judgment.
(iv) 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) not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates and if you found guilty of making any undue gain, you will be liable to pay an amount equal to that gain to the company.
(vi) not assign your office as Director and any assignments so made shall be void.

You shall also abide by the '**Code for Independent Directors'** as outlined in Schedule IV to the Companies Act, 2013, and duties of Directors as provided in the said Act and in Regulation 25 of SEBI Listing Regulations.

You will also be responsible for providing guidance in the area of your expertise.

4. Remuneration

Fees/Commission:

You will be paid remuneration by way of sitting fees for attending the meetings of the Board and/or its Committees of which you are a member, as may be decided by the Board and/or approved by the Shareholders from time to time.

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.

Reimbursement of Expenses:

In addition to the remuneration described, hereinabove, the Company will, for the period of your appointment, reimburse to you such fair and reasonable expenditure, as may have been incurred by you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

5. Code of Conduct & other compliances:

During the appointment, you will comply with any relevant regulations as may be issued by the Government of India and such other authorized bodies as set up by the Government on its behalf, including the Code for Independent Directors, Code of Conduct and Ethics for Directors and Senior Executives and Insider Trading Code and such other requirements as the Board of Directors may from time to time specify.

At the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect your status as an Independent Director, you shall give a declaration to that effect confirming that you meet the criteria of independence as provided in Section 149(6) of the Companies Act, 2013 and the SEBI Listing Regulations.

6. Conflict of Interest

It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment commencing, 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.

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 Secretary.

7. Confidentiality

All information acquired during your appointment is confidential to the Company and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman or the Company Secretary 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.

8. Price Sensitive Information and dealing in the Company's Securities

Your attention is also drawn to the requirements under the applicable laws and regulations and the Company's Code of Conduct for Prevention of Insider Trading, which concern the disclosure of price sensitive information and dealing in the securities of StarlinePS Enterprises Limited. 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 of the Company.

9. Evaluation

The Company will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors. Your appointment and re-appointment on the Board shall be subject to the outcome of the evaluation process. Your performance shall be evaluated by the Nomination & Remuneration Committee and the Board annually.

10. Disclosure of Interest

During the Term, you agree to promptly notify the Company of any change in your directorships, and provide such other disclosures and information as may be required under the applicable laws. You also agree that upon becoming aware of any potential conflict of interest with your position as Independent Director of the Company, you shall promptly disclose the same to the Chairman and the Company Secretary. You shall disclose material interest that in any transaction or arrangement that the Company has entered into. Such interest should be disclosed not later than the transaction or arrangement comes up at a Board meeting.

Please confirm that as on date of this letter, you have no such conflict of interest issues with your existing directorships.

11. Changes of personal details

During the Term, you shall promptly intimate the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

12. Termination

a. You may resign from your position at any time by giving written notice period of ______ to the Committee and the Board stating the reasons for resignation. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by you in the notice, whichever is later.
b. 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.
c. Without prejudice to the generality of the foregoing, your directorship on the Board of the Company would also be by the Board as per the Board Evaluation Policy, if, any, of the Company, for determining whether to extend or continue the term of appointment of the Independent Director.

Your Directorship on the Board of the Company shall cease in accordance with law. The Company may disengage Independent Directors prior to completion of Term (subject to compliance of relevant provisions of the Companies Act, 2013) upon

- Violation of any provision of the Company's Code of Conduct as applicable to Non-Executive & Independent Directors,
- Upon the director failing to meet the criteria for independence as envisaged in Section 149(6) of the Companies Act, 2013 or Regulation 16 of the SEBI Listing Regulations.

13. Governing Law

This letter of appointment is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of the Indian courts.

We are confident that the Board and the Company will benefit immensely from your rich experience. 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.

Please confirm your agreement to the terms of appointment relating to your appointment by signing and returning to us the enclosed copy of this letter.

Yours sincerely,
For StarlinePS Enterprises Limited

Name:
Designation:

AGREE AND ACCEPT

I have read and understood the terms and conditions of my appointment as an Independent Director of the Company and I hereby affirm my acceptance to the same.

____________________________ Date:
Name: Place: