

Letter of Appointment

Date :

To

Re: Your appointment as an Independent Director of Blue Dart Express Limited

Dear Sir,

We are glad to inform you that, on recommendation of the Nomination & Remuneration Committee ("**Committee**") and the Board of Directors ("**Board**") of Blue Dart Express Limited ("**Company**"), the Members at their Meeting held on _____, have approved your appointment as an Independent Director of the Company on the terms and conditions contained herein.

A. Preliminary

Your appointment has been made basis your confirmation on compliance of the below eligibility criteria:

1. Your consent to act as a Director of the Company in accordance with the Companies Act, 2013 and the rules made thereunder (collectively, the "**Act**").
2. Declaration dated _____ from you, stating that you meet the criteria of independence as set out at **Annexure-1** hereto ("**Declaration**").
3. You have been allotted a Director's Identification Number.
4. The number of Companies in which you hold office as an Independent Director or a Chairman or Committee member does not exceed the limit stipulated by Listing Regulations.
5. You are not disqualified to act as a director pursuant to the provisions of section 164 of the Act.
6. You are not holding office as a Director or any other office in the competing firm/entity.
7. Compliance of other provisions of the Act and the Listing Regulations.

B. Term

Your appointment is for a term of _____ years commencing from _____, in terms of approval accorded by the shareholders of the Company and unless terminated earlier in accordance with the articles of association of the Company or applicable law. As an Independent Director, you will not be liable to retire by rotation.

Upon completion of the initial term of ___ years, your appointment as Independent Director can be renewed for another term if so recommended by the Nomination and Remuneration Committee and approved by the Board subject to relevant provisions of the Companies Act, 2013 and Rules notified thereunder. Any term of renewal shall be subject to approval of the shareholders in the General Meeting.

C. Duties and Responsibilities

- a. You will abide by the duties and responsibilities set out at **Annexure-2** hereto, as stipulated by applicable law.
- b. You will not hold office as a Director or any other office in a competing firm/entity.
- c. You will abide by the 'Code of Conduct' and 'Code of Business Ethics' of the Company and Code for Independent Directors' as outlined in Schedule IV of the Companies Act, 2013.
- d. While you are entitled to a training program, as set out below, you are expected to stay updated on how best to discharge your role, duties and responsibilities, as an Independent Director of the Company under applicable law, including keeping abreast of current changes and trends in the economic, political, social, financial and legal and corporate governance practices.
- e. You will, on a yearly basis, declare to the Company that you continue to meet the eligibility criteria of Independence as set out in Annexure -1
- f. If you cease to meet the eligibility criteria for Independent Director, you shall promptly inform the Company and shall cease to become an Independent Director of the Company.
- g. The management expects its Independent Directors to:
 - i. take decisions objectively and solely in the interests of the Company;
 - ii. facilitate the Company's adherence to high standards of ethics and corporate behavior;

- iii. facilitate existence of appropriate risk management/regulatory compliance policies;
- iv. guide the Board in monitoring the effectiveness of the Company's governance practices and to recommend changes required, if any;
- v. guide the Board in monitoring and managing potential conflicts of interest of management, Board members and shareholders, including misuse of corporate assets and abuse of related party transactions;
- vi. guide the Board in ensuring integrity of the Company's accounting and financial reporting systems, including independent audit, and that appropriate systems of control are in place, in particular, systems for risk management, financial and operational control, and compliance with the law and relevant standards;
- vii. act on fully informed basis, in good faith, with due diligence and care, and in the best interest of the Company and shareholders; and
- viii. comply with his duties and obligations under applicable law, particularly the Act and Listing Regulations.

D. Performance Evaluation

The Board of Directors will carry out evaluation of the performance of the Board as a whole, Committees of the Board and Directors individually on an Annual basis as per the Company's Board Evaluation Policy.

Your proposal for re-appointment shall be on the basis of report of performance evaluation.

E. Remuneration

- a. Your annual remuneration will be as under:
 - (a) Sitting fees of Rs. 1,00,000/- (Rupees One Lakh Only) for each Meeting of the Board and Audit Committee and Rs. 75,000/- (Rupees Seventy Five Thousand only) for all other Committees or higher, as prescribed by the Board from time to time.
 - (b) Commission subject to a ceiling based on profitability for the year ended upto such amount, as may be decided by the Board of Directors and approved by the Shareholders of the Company, from time to time.
 - (c) Pursuant to applicable law, you will not be entitled to any stock options.

F. Insurance

The Directors of the Company are covered under the Global Insurance Policy coverage of the Company's Parent Group viz; DPDHL.

The Company has also obtained insurance policy coverage from ICICI Lombard Ltd.

G. Training

- a. You will be entitled to benefits of a training program to familiarize you with the business and affairs of the Company, growth plans, peculiarities of the industry in which the Company operates, its goals and expectations and long term plans and objectives.
- b. Such training program will also apprise you of your role and responsibilities, expectations from the Board and senior management, your fiduciary duties and liabilities, and the 'Company's Code of Conduct' and the 'Code of Business Ethics'.

H. Miscellaneous

- a. You acknowledge that you could have an access to confidential information, whether or not the information is marked or designated as "confidential" or "proprietary", relating to the Company and its business(es) including financial, technical, commercial, legal, marketing and business related records, data, documents, reports, etc., client information, intellectual property rights (including trade secrets), ("**Confidential Information**").

You undertake to use reasonable efforts to keep confidential and not to disclose to any third party, such Confidential Information.

If any Confidential Information is required to be disclosed by you in response to any summons or subpoena or in connection with any litigation, or in order to comply with any applicable law, order, regulation or ruling, then any such disclosure should be, to the extent possible, with the prior consent of the Board.

- b. This letter and any dispute or claim arising out of, or in connection with it would be governed by the laws of India. The courts of Mumbai alone and no other courts shall have the jurisdiction to entertain and try any disputes arising from and out of the provisions of this letter.
- c. This letter may be signed by facsimile or in any number of counterparts, each of which is an original and all of which, taken together, constitutes one and the same instrument.

- d. You shall not take up Directorship with any of the Competitor Companies for a period of three years from the date of separation/cessation as an Independent Director of the Company.

Please confirm your acceptance by signing, dating, and returning a copy of this letter to the Company.

Yours faithfully,
For Blue Dart Express Limited

Yours faithfully,
For Blue Dart Express Limited

Chairman

Managing Director

Agreed and Accepted

Director

Annexure 1

Criteria of Independence

You are expected to meet the following criteria:

1. You are person of integrity and possess relevant expertise and experience.
2. You are not or have never been a promoter of the Company or its holding, subsidiary or associate company or member of the promoter group of the Company.
3. You are not related to promoters or directors in the Company, its holding, subsidiary or associate company.
 - a. Apart from receiving Directors remuneration, you do not have or had any material pecuniary relationship with the Company, its Holding, subsidiary or associate Company(ies), or their promoters, or directors, amounting to two percent, or more of its gross turnover or total income or fifty lakh rupees or such higher amount as may be prescribed from time to time, whichever is lower, during the three immediately preceding financial years or during the current financial year;
 - b. None of your relatives-
 - (i) is holding any security of or interest in the Company, its Holding, Subsidiary or Associate Company(ies), in excess of such amount as may be specified during the three immediately preceding financial years or during the current financial year;
 - (ii) is indebted to the company, its holding, subsidiary or associate company(ies) or their promoters, or directors, in excess of such amount as may be specified during the three immediately preceding financial years or during the current financial year;
 - (iii) has given a guarantee or provided any security in connection with the indebtedness of any third person to the Company, its Holding, Subsidiary or Associate Company(ies) or their promoters, or directors for such amount as may be specified during the three immediately preceding financial years or during the current financial year;
 - (iv) have/ had any pecuniary relationship or transaction with the Company, its Holding, Subsidiary or Associate Company(ies), or their promoters, or directors, for such amount as may be prescribed during the three a immediately preceding financial years or during the current financial year;

Provided that the pecuniary relationship or transaction with the Company, its Holding, Subsidiary or Associate company or their promoters, or directors in relation to points (i) to (iv) above shall not exceed two percent of its gross turnover or total income or fifty lakh rupees or such higher amount as may be specified from time to time, whichever is lower.
4. neither you nor any of your relatives-
 - (i) holds or has held the position of a key managerial personnel or is or has been employee of the Company or its Holding, Subsidiary or Associate Company(ies) in any of the three financial years immediately preceding the financial year in which he is proposed to be appointed; Provided that in case of a relative who is an employee, the restriction under this clause shall not apply for his employment during preceding three financial years.

- (ii) is or has been an employee or proprietor or a partner, in any of the three financial years immediately preceding the financial year in which he is proposed to be appointed, of –
 - A. a firm of auditors or Company secretaries in practice or cost auditors of the Company or its Holding, Subsidiary or Associate Company; or
 - B. any legal or a consulting firm that has or had any transaction with the Company, its Holding, Subsidiary or Associate Company amounting to ten per cent. or more of the gross turnover of such firm;
 - (iii) holds together with his relatives two per cent. or more of the total voting power of the Company; or
 - (iv) is a Chief Executive or director, by whatever name called, of any nonprofit organisation that receives twenty-five per cent. or more of its receipts from the Company, any of its promoters, directors or its Holding, Subsidiary or Associate Company or that holds two per cent or more of the total voting power of the Company.
 - (v) are not or have not been a material supplier, service provider or customer or a lessor or lessee of the Company.
5. You are not a Non-Independent Director of another Company on the Board of which any Non-Independent Director of the Company is an independent director.
 6. You are not aware of any circumstance or situation which exist or may be reasonably anticipated, that could impair or impact your ability to discharge my duties with an objective independent judgment and without any external influence.
 7. You have registered yourself with the Indian Institute of Corporate Affairs (IICA), Haryana to include your name in the Independent Directors databank maintained by them and pass the requisite proficiency test, as may be applicable.

Annexure 2

Duties and Responsibilities

Your duties, and responsibilities are as under:

1. Shall act in accordance with the articles of the Company.
2. Uphold ethical standards of integrity and probity.
3. Act objectively and constructively while exercising your duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
4. Exercise your responsibilities in a bona fide manner, 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.
5. Devote sufficient time and attention to your professional obligations for informed and balanced decision making.
6. Not allow any extraneous considerations that will vitiate your exercise of objective independent judgment in the paramount interest of the Company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making.
7. Not abuse your position to the detriment of the Company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person.
8. Refrain from any action that would lead to loss of your independence.
9. Where circumstances arise which make you lose your independence, you must immediately inform the Board accordingly.
10. Assist the Company in implementing the best corporate governance practices.
11. Assist in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct.
12. Bring an objective view in the evaluation of the performance of Board and management.
13. Scrutinise the performance of management in meeting agreed goals and objectives and monitor the reporting of performance.
14. Satisfy yourself on the integrity of financial information and that financial controls and systems of risk management are robust and defensible.
15. Safeguard the interests of all stakeholders, particularly the minority shareholders.
16. Balance the conflicting interest of the stakeholders.

17. Determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management.
18. Moderate and arbitrate in the interest of the Company as a whole, in situations of conflict between management and shareholder's interest.
19. Undertake appropriate induction and regularly update and refresh your skills, knowledge and familiarity with the Company.
20. Seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the Company.
21. Strive to attend all meetings of the Board and of the Board committees of which you are a member.
22. Participate constructively and actively in the committees of the Board in which you are chairpersons or members.
23. Strive to attend the general meetings of the Company.
24. Where you have concerns about running of the Company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that your concerns are recorded in the minutes of the Board meeting.
25. Keep yourself well informed about the Company and the external environment in which it operates.
26. Not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board.
27. Pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure yourself that the same are in the interest of the Company.
28. Ascertain and ensure that the Company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use.
29. Report concerns about unethical behaviour, actual or suspected fraud or violation of the Company's code of conduct or ethics policy.
30. Acting within your authority, assist in protecting the legitimate interests of the Company, shareholders and its employees.
31. Not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.