

Letter of Appointment/Re-appointment

Date: _____

To,
_____ (DIN: _____)

Subject: Appointment/Re-appointment as an Independent Director of the Company under the Companies Act, 2013

Dear Sir,

We are pleased to inform you that the Members of the Company have, at their Meeting held on____/vide postal ballot dated _____, approved your appointment/re-appointment as an Independent Director of the Company with effect from _____ upto _____(both days inclusive).

This letter of re-appointment is being issued in line with the requirements of the Companies Act, 2013 and this is a contract for service and is not a contract of employment.

Appointment

Your term as an Independent Director shall expire on _____ subject to your meeting the criteria for being an Independent Director and not being disqualified to be Director under the applicable regulations and you shall not be subject to retirement by rotation during this period.

Role on the Board

As an Independent Director, you are expected to bring objectivity and independence of view to the Board's discussion and to help provide the Board with effective leadership in relation to the Company's strategy, performance and risk management as well as ensuing high standards of financial probity and corporate governance.

You may be nominated on one or more committees of the Board and in such event, you will be provided with the relevant committee's terms of reference and any specific responsibilities. In addition to routine Board Meetings, you should allow time for committee meetings, preparatory work and travel and ensure that you are in a position to make the necessary overall time commitment.

Duties and Liabilities

The duties and liabilities that come with your appointment would be as per the provisions of the Companies Act, 2013 (including Rules thereunder), the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and other laws applicable to the Company read with the Company's policies, Code of Conduct and the Articles of Association, as may be amended from time to time.

You will apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the tenure as Independent Director or at any time after its cessation) any confidential information concerning the Company and any group company with which you come into contact by virtue of your position as a Director except as permitted by law or with prior permission from the Board of Directors.

You will follow the Company's Code of Conduct for Prevention of Insider Trading and the requirements under the Companies Act, 2013 and SEBI Regulations, which inter-alia require that price-sensitive information is not used or transmitted to any outsider. You should not make any statement that might risk a breach of these requirements.

In case you so desire, Company would provide support to help you familiarize yourself with the relevant duties and obligations.

Participation in Board/Committee Meetings through video conferencing etc.

You may give your consent by advance notification to the Company Secretary to participate in any meeting of the Board or Committee of Directors, when necessary, through video conferencing or other audio-visual means as under the Companies Act, 2013.

Evaluation Processes

In accordance with the provisions of the Nomination, Remuneration and Evaluation Policy of the Company, your performance evaluation shall be done by the Independent Directors annually, without your participation. You will participate in reviewing the performance of other Directors and the Board as a whole.

Availability of Directors' and Officers' Liability Insurance

The Company has Directors' and Officers' Liability Insurance Cover for the Directors.

Remuneration

Your annual remuneration will be as under:

- a) Sitting fees for attending each Meeting of the Board and its Committee as may be determined by the Board from time to time; and
- b) Commission that may be determined by the Board based on the performance of the Company and your performance evaluated by the Board of Directors.

You will be entitled for re-imbursment of expenses incurred by you in connection with attending the Board/Committee/General Meetings and other meetings in relation to the business of the Company.

In accordance with the provisions of the Companies Act, 2013, you will not be entitled to any stock option during your tenure as Independent Director.

Training

You will be familiarized with the business and affairs of the Company, its growth plans, the peculiarities of the industry in which it operates, its goals and expectations and long-term plans and objectives from time to time.

Publication of the letter of appointment

In line with the provisions of subclause 6 of clause IV of Schedule IV to the Companies Act, 2013, the Company will be making public the terms and conditions of your appointment and will also be posting the same on its website.

General

This letter of appointment is being issued in line with the requirements of the Companies Act, 2013 and this is a contract for service and is not a contract of employment, All the terms as mentioned above including your appointment, professional conduct, role and functions, duties and evaluation shall be governed by the Companies Act, 2013 and Rules made thereunder and Corporate Governance requirements under the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as 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 subject to the exclusive jurisdiction of the Courts of Mumbai.

Yours sincerely,

For Tilaknagar Industries Ltd.

**Amit Dahanukar
Chairman & Managing Director**