

Date

Mr./Ms.

Sub: **Appointment as Non-executive Independent Director under the Companies Act, 2013**

Dear Sir/Madam,

We are pleased to inform you that the Board of Directors of the Company at their meeting held onhave appointed you as an Additional Director in the category of Independent Director under the provisions of the Companies Act, 2013 (as amended) (hereinafter referred to as 'the Act') and the applicable provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015(hereinafter referred to as 'the Listing Regulations') and as per requirement of the Act and the Listing Regulations, your appointment is being formalized through this letter of appointment. The detail terms and conditions are:

Period of Appointment

Your appointment is effective from ("Date of Appointment").

You shall hold office for a term ofyear(s) from the date of appointment, subject to shareholders' approval at the ensuing Annual General Meeting of the Company. However, this tenure is subject to fulfilment of your criteria for being an Independent Director and not being disqualified under the Act read with applicable rules along with the Listing Regulations.

Role on the Board and Committees

You are expected to provide your expertise and experience, inter alia, in the fields of regulatory compliance and corporate governance including Board's best practices, in the functioning of the Board and the Committees of the Board you may be nominated. You should allow time to attend board & committee meetings, preparatory work and travel and ensure to make overall time commitment.

Presently, you are not a member of any Committee of the Board. You may be nominated on one or more committees of the Board and in such event, you will be guided with the terms of reference prescribed under the Act, the Listing Regulations and framed by the Board/ Committees and any specific responsibilities.

Duties and Liabilities

The duties and responsibilities that come with your appointment would be as per the applicable laws, the Listing Regulations, Company's policies and Articles of Association of the Company.

The law governing duties and responsibilities of an Independent Director are the Companies Act, 2013 (as amended) and the Listing Regulations. A Code for Independent Directors is prescribed under Schedule IV of the Act.

You are required to make disclosure of your interest as per Section 184 as well as declaration of your independence as per section 149 of the Act and shall not participate in the discussion at a meeting where any contract or arrangement in which you are interested, is discussed.

You may give your consent by advance notice to the Chairman to participate in any Board or Committee meeting through Video conferencing or other audio visual means (if offered by the Company), except for the matter not to be so dealt under the Act.

You are expected to continue to be qualified as independent during your tenure as prescribed under the Act and the Listing Regulations.

You shall follow the highest standards of confidentiality, and not disclose to any person any confidential information, except as permitted by law.

You shall comply with the provisions of the SEBI (Prohibition of Insider Trading) Regulations, 2015, which, inter alia requires that price sensitive information is not used or transmitted and maintained securely.

Any remuneration including sitting fees shall be paid in accordance with the criteria, as may be approved by the Board on the recommendation by the Nomination and Remuneration Committee under the applicable provisions of the Act.

Discontinuation

Your Directorship on the Board of the Company shall terminate or cease in accordance with law or in accordance with provisions contained in the Articles of Association of the Company.

You may resign from the Directorship of the Company by giving a notice in writing to the Company 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 earlier.

Upon termination or resignation for any reason or on not having been appointed by the shareholders for any reason, you shall not be entitled to any damages or compensation for loss of office or otherwise and no fee or remuneration, as the case may be, will be payable to you in respect of any unexpired portion of the term of your appointment.

General

All the terms as mentioned above including your appointment, professional conduct, role and functions, duties and evaluation shall be governed by the Act and Rules made thereunder and the Listing Regulations.

This Appointment Letter is based on the prevailing provisions of the Companies Act, 2013, Rules framed thereunder, Listing Regulations and other Regulations prevalent at the time of your appointment. Any change in the above, shall automatically entail changes in these terms and conditions.

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.

Thanking you,

Yours faithfully,
For **Indo Gulf Industries Limited**

Director