

Date:

To,

Dear _____,

Subject: Appointment as Non-Executive Independent Director of the Company - Jindal Worldwide Limited

With reference to the above referred subject matter, we are pleased to inform that the Shareholders at their General Meeting held on _____ have approved your appointment as Non-Executive Independent Director of the Company to hold office for a period of ** (_____) consecutive years with effect from _____, on such terms and conditions as may be mutually decided between the Board of Directors and your kind self and that your term shall not be liable to retire by rotation".

Below shall be the terms and conditions of your appointment as a 'Non-Executive Independent Director' of the Company for the mentioned term period of ____ years:

I. General:

- a. Your current appointment as 'Director' in the category of "Non-Executive Independent Director" on the Board of Directors of the Company is subject to the provisions of the Companies Act, 2013 and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI LODR").
- b. Tenure: You are appointed as 'Director' under the category of "Non-Executive Independent Director" of the Company to hold office for a period of ** (_____) consecutive years w.e.f. _____.
- c. In compliance with the provisions of Section 149(13) of the Companies Act, 2013, your term of directorship shall not be liable to retire by rotation.
- d. Notwithstanding other provisions of this Letter, the appointment may be terminated in accordance with the provisions of the Articles of Association of the Company or on failure to meet the parameters of independence as defined in Section 149(6) or Regulation 16(b) of SEBI LODR or on the occurrence of any event as defined in Section 167 of the Companies Act, 2013.
- e. Upon termination or upon your resignation for any reason, duly intimated to the Company, you will not be entitled to any compensation for loss of office.

II. Time

II. Time commitment:

a. As “Non-Executive Independent Director” of the Company, you are expected to bring objectivity and independence of view to the Board’s discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance and risk management as well as ensuring high standards of financial probity and corporate governance. You shall be required to attend Board Meetings, Shareholder’s and Committees meetings of the Company as when conducted by the Company and to devote such time to your duties, as appropriate for you to discharge your duties effectively. Generally, all meetings are held at Registered Office of the Company except the Annual General Meeting.

b. By accepting this appointment letter, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

III. Role and Duties:

Your role and duties will be those normally required of a Director under the provisions of the Companies Act, 2013 and SEBI LODR. Below are the duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature:

- a. You shall act in accordance with the Company's Articles of Association as may be amended from time to time.
- b. You shall 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.
- c. You shall discharge your duties with due and reasonable care, skill and diligence.
- d. You shall not involve in any act which may have direct or indirect interest that has conflict or possibly may conflict, with the interest of the Company.
- e. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- f. You shall not assign your office as Director and any such assignments if done, shall be void.
- g. You shall constructively challenge and help develop proposals on strategy for growth of the Company.
- h. You shall evaluate the performance of management as required under the provisions of the Companies Act, 2013 and the SEBI LODR.
- i. You shall satisfy yourself on the integrity of financial information and that financial controls and systems of risk management are effective and defensible.
- j. You shall evaluate and guide on the processes for accurate reporting on performance and the financial position of the Company from time to time.
- k. You shall ensure to comply with the applicable legislations and regulations which are in conformity of Company's practices to accepted norms.

IV. Status of Appointment & Remuneration:

a. You will not be considered as employee of the Company and this letter shall not constitute a contract of employment. You shall be paid such amount of sitting fees as may be mutually decided between the Board of Directors and you which shall be within the limits stipulated under the Companies Act, 2013 for attending the meetings of the Board of Directors and its Committees.

b. You will have no entitlement to any bonus or entitlement to participate in employee stock option scheme operated by the Company or any Group Company.

V. Independent Professional Advice:

All Directors are entitled to obtain independent professional advice relating to the affairs of the Company and in furtherance of your duties as Director. In case you consider such advice necessary, you shall first consult it with the Managing Director/Chairman and subject to such consultation, the Company will reimburse the cost of expenditure incurred, which shall be reasonable, for seeking advice in accordance with the Company's policy.

VI. 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, 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 or as and when such interest changes.

VII. Board Evaluation:

The Board of Directors will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis as per Company's Policy. Your appointment and re-appointment on the Board also shall be based on such evaluation.

VIII. Disclosure of Interest:

Any material interest in any transaction or arrangement, which the Company has entered into shall be disclosed not later than when the transaction or arrangement comes up at the Board meeting. A general notice of interest in any contract with a particular person, firm or company shall be provided.

IX. Code of Conduct:

During your term of appointment, you will be required to comply with applicable provisions contained under Schedule IV of the Companies Act, 2013, including the following Codes:

- i. Code of Conduct for Board of Directors and Senior Management;
- ii. Code of Conduct for Prevention of Insider Trading; and
- iii. Code of Practices and Procedures for Fair Disclosure of Unpublished Price Sensitive Information and such other requirements as the Board of Directors may specify from time to time.

X. Confidentiality:

All information acquired during your term of appointment is confidential and shall not be released either during your appointment or following termination (by *whatever* means) to any outside parties/bodies/agencies.

XI. Publication of the letter of appointment:

In line with the provisions of Clause IV sub clause 6 of Schedule IV under the Companies Act, 2013, the Company shall arrange to display the terms and conditions for appointment of Non-Executive Directors on the website of the Company.

XII. Membership of Committees:

The Board of Directors may appoint you as Member / Chairman of various Committees which shall be communicated to you based on the decisions of the Board of Directors of the Company from time to time, setting out the Terms of Reference of such Committees and responsibilities thereto.

XIII. Termination:

You may place your resignation by serving a written notice to the Board of Directors of the Company. Further you will be required to mention in such resignation letter, the reasons for placing the resignation and there are no material reasons for placing such resignation and other requirements so as to enable the Company to make the required declarations to the Stock Exchanges and the Office of the Registrar of Companies.

We take this opportunity to welcome you on the Board as 'Non-Executive Independent Director' of the Company and look forward to your long term association with the Company.

Thanks & Regards,

For Jindal Worldwide Limited

(_____)

Designation

DIN:

ACKNOWLEDGEMENT

I have read and agreed to the above terms & conditions regarding my appointment as an 'Director' under the category of "Non-Executive Independent Director" of "Jindal Worldwide Limited" with effect from _____ to hold office for a period of ** (____) consecutive years; on such terms and conditions as may be mutually agreed between the Board of Directors and me."

Date:

Place:

(_____)

Designation

DIN: