

## **DRAFT APPOINTMENT LETTER**

Date:

To,

Name:

Address:

### **SUB: APPOINTMENT AS AN INDEPENDENT DIRECTOR**

Pursuant to the approval of the Shareholders at the Annual General Meeting of Times Guaranty Limited (the “Company”) held on \_\_\_\_\_, we are happy to appoint you as an Independent Director on the Board of Directors of the Company (the “Board”), for a term on and with effect from \_\_\_\_\_ (“Effective Date”). In a bid to formalise this arrangement under the provisions of Companies Act 2013 and the rules and regulations framed thereunder (the “Act”), this letter of appointment is being issued to you.

#### **1.0 Independence**

Your appointment as an Independent Director is in due consideration of and in reliance on, your declaration of being qualified to act as an “independent director” of the Company in accordance with the provisions of the Act on the Effective Date. This appointment is subject to your continued status of being so qualified as per the requirements of the Act, from time to time.

Should there be any change in the circumstances which prevents you from retaining your independence or is likely to result in your ceasing to qualify to be appointed as a director or in your ceasing to qualify as an “independent director” of the Company as

per the requirements of the Act, the same should be immediately brought to the attention of the Board and you shall comply with the requirements set out in Paragraph 14 in this regard.

## **2.0 Duration of Appointment**

Your appointment for the first term will be for five years commencing on and from \_\_\_\_\_, the Effective Date, unless otherwise terminated earlier: (a) in accordance with applicable law and the terms of this letter; or (b) by and at the discretion of either party, upon written notice, not less than 30 days.

## **3.0 Scope & ambit**

Pursuant to Section 149 (8) of the Act, your appointment shall be governed by the role, function, duties and professional code applicable to Independent Directors, as outlined in Schedule IV, read with Section 166 of the Act. In addition, you shall also be required to comply with the charter documents of the Company and such policies and codes of conduct instituted by the Company from time to time, which are applicable to directors on the Board.

## **4.0 Timing and Location of Board Meetings, and Time Commitment**

There will be a minimum of four Board meetings in a year, apart from Committee meetings coinciding with such Board. There may be additional meetings of the Board and/or the Committees, as per the requirements of the Company from time to time. You should endeavour to attend all the Board and Committee meetings, unless urgent and unavoidable circumstances prevent you from doing so. In any event, you should at least attend such number of meetings, including off-site meetings if any, as may be required to ensure optimisation of your engagement with the Board.

In addition, you would also be required to attend the Annual General Meeting, in case you are required to do so, as the Chairperson of one or more Committees.

A tentative calendar of dates of the proposed meetings of the Board and Committees will be shared with you in advance at the beginning of each calendar year, for the purposes of your travel plans. All costs incurred by you in attending the Board and Committee meetings will be borne by the Company, including accommodation (if required), airfare, and other incidental expenses, if any.

As per the provisions of the Act, you are allowed to participate in a Board/ Committee meeting through video conferencing facility. You shall be notified beforehand of the meetings where such video conferencing facility is being made available by the Company.

By accepting this appointment, you have confirmed that, taking into account all other commitments that you may have, you are able to allocate sufficient time to participate in the deliberations of the Board and meet the expectations of your role.

## **5.0 Remuneration and Expenses**

As an Independent Director, you will be eligible for a sitting fee of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) per Committee meeting and Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) per Board meeting attended by you either physically or through video conferencing. Any change in the sitting fees so payable to independent directors on the Board shall be as approved by the Board from time to time.

The Company will reimburse you for all reasonable and proper documented expenses that you incur in performing the duties of your office.

## **6.0 Committee Involvement**

As an independent Director, you will have the additional responsibility of chairing and/or serving as a member of various committees constituted by the Board from time to time (“Committees”), at the request of the Board, as per the requirement of the governance framework. You shall serve on the Committees with the diligence and commitment expected of a representative of the Board, to ensure its working and proper functioning not only in accordance with the law, but in keeping with the expectations of the external stakeholders. The Board’s present standing Committees are the Audit Committee (AC), Nomination and Remuneration Committee(NRC) and Stakeholders Relationship Committee.

Your membership of any Committee shall co-exist with your term as independent Director and shall automatically come to an end at the cessation of your directorship.

#### **7.0 Board and Individual Director Evaluation Processes**

The Company has put in place, a systematic and independent evaluation process to assess the performance of the Board and its individual Directors in its endeavour towards continuous improvement and to secure its competitive advantage in retaining talent.

The actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board / Committee(s).

#### **8.0 Outside Interests Including Directorships**

You shall, while holding office, be at liberty to accept appointments on the boards of other companies or any advisory/ operational assignments or employments in other companies/ firms or otherwise, so long as such appointments/ assignments/ employments are not conflicting or competing with Company’s business and does not

materially interfere with your performance as a Director of the Company. This condition shall apply to you and your relatives during your tenure as a Director and also, during a period of 12 (twelve) months from the date of cessation of your Directorship from the Company by whatever reasons (non-compete period). During the term of your appointment, you are expected to comply with the provisions of Section 149(7) and 184 of the Act and make necessary disclosures as required.

Relative for this clause shall mean father, mother, husband, wife, son, son's wife, daughter, daughter's husband, brother, and sister.

#### **9.0 Compliance of Laws & Fair Conduct**

The Company is aware that by virtue of your directorship in other companies and also in your right as shareholder of other listed companies, you may be in possession of price sensitive information. We are sure you will adhere to the restrictions in terms of dealing in such shares (including advice or agreement to buy or sell) during the prohibited period. Further, you shall comply with all other applicable laws pertaining to your directorships.

#### **10.0 D & O Policy**

In discharge of your role as Independent Director, the Company has obtained a comprehensive D&O policy, to pay for the personal liability for claims made against you while serving on the Board.

#### **11.0 Confidentiality**

All information acquired during your appointment is confidential to the Company and should not be disclosed to third parties, whether during your appointment or on your ceasing to be a Director (by whatever means) except as permitted by law and with

prior clearance from the Board of Directors. You shall retain all confidential information made available to you by the Company in a secure manner and with sufficient diligence to prevent any unauthorised access to such information by a third party.

## **12.0 Co-operation**

In the event of any claim or litigation against the Company, based upon any alleged conduct, act or omission on your part during your term, you agree to render all reasonable assistance and cooperation to the Company and provide such information and documents as are necessary and reasonably requested by the Company or its counsel.

## **13.0 Changes in Personal Details**

During the term of your appointment, you shall promptly intimate the company secretary of any change in address or other contact and personal details provided to you by the Company.

## **14.0 Termination**

Your directorship on the Board shall terminate or cease in accordance with the provisions of the Act and other applicable laws. If at any stage during the term of your appointment, you cease to meet the relevant requirements under the Act (as applicable at the relevant time) to qualify as an “independent director” of the Company, you agree to promptly submit your resignation as director of the Company with effect from the date of such cessation.

## **15.0 Governing Law**

This engagement is governed by and will be interpreted in accordance with laws of India and your engagement shall be subject to the jurisdiction of the courts at Mumbai.

**16.0 Acceptance of Appointment**

We are confident that the Board and the Company will benefit immensely from your rich experience and we are eager to have you as an integral part of the growth of our Company. If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter.

Yours sincerely,

**For Times Guaranty Limited**

**Director**

*I hereby acknowledge receipt of and accept the terms set out in this letter.*

Signed : .....

Name : \_\_\_\_\_

(DIN: \_\_\_\_\_)

Dated: \_\_\_\_\_