

Date:

To,  
Name of the Independent Director  
Address:

Dear Sir,

**Sub: Your appointment as a Non-Executive Independent Director of M/S Indian Gas Exchange Limited (the "Company").**

We are pleased to inform you that, the Board of Directors of the Company have appointed you as an Additional Director and designated you as Non-Executive Independent Director on the Board of the Company effective from -----, for a term of 3 (three) consecutive years upto -----, pursuant to Regulation 23 of the PNGRB ( Gas Exchange) Regulations, 2020, and all applicable provisions, if any, of the said Regulations and Companies Act, 2013.

This letter sets out the terms of your appointment as a Non-Executive Independent Director of the Company. The terms of your appointment, as set out in this letter, are subject to the extant provisions of the applicable laws, including Act and Policy of the Company (as amended from time to time):

**1. Appointment:**

- 1.1. Your appointment will be for an initial term of 3 (three) years and shall be effective from -----, unless terminated earlier or extended, as per the provisions of this letter or applicable laws.
- 1.2. In compliance with provisions of section 149 (13), your directorship will not be subject to retirement by rotation.
- 1.3. Re-appointment for another term of three years at the end of the existing term shall be subject to performance review in the manner as specified in the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements), Regulations, 2015 and based on the recommendation of the Nomination and Remuneration Committee and subject to the regulatory approvals.

**2. Time commitment:**

- 2.1. As a Non-Executive 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 ensuring high standards of corporate governance.

2.2. You will be expected to attend meetings of the Board Committees to which you may be appointed and Shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively.

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

### **3. Role and Duties:**

3.1. Your role and duties will be those normally required of an Independent Director under the Companies Act, 2013 and the Rules framed thereunder and the PNGRB (Gas Exchange) Regulations, 2020. The Non-Executive Independent Directors are required to abide by the provisions of 'Code for Independent Directors' as provided in Schedule IV of the Companies Act, 2013, Code of Conduct & Code of Ethics as provided under Schedule-4 & Schedule - 5 of the PNGRB (Gas Exchange) Regulations, 2020 and the Company's Code of Conduct for Board Members and Senior Management Personnel.

### **4. Status of Appointment & Remuneration:**

4.1. You will not be an employee of the Company and this letter shall not constitute a contract of employment. Your relationship with the Company will be that of an office holder and not one of contract for employment in the Company.

4.2. As per PNGRB (Gas Exchange) Regulations, 2020, you will be remunerated only by way of sitting fee for attending the Board and Committee meetings of the Company. The fees payable shall be subject to applicable tax deduction at source.

4.3. Presently, the sitting fees as decided by the Board of the Company to be paid to the Non-Executive Independent Director is Rs. -----/- per meeting of the Board and Rs. -----/- per meeting of the Board Sub-Committee. This is subject to change as and when Board decides.

4.4. In compliance with the provisions of section 149(9), you will not be entitled to participate in any Employee Stock Option Scheme operated by the Company.

### **5. Reimbursement of Expenses:**

5.1. In addition to the remuneration described above, the Company will, for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

### **6. Insurance:**

6.1. You will be covered under the Company Directors' and Officers' liability insurance policy for the full term of your appointment.

## **7. Conflict of Interest:**

- 7.1. During the term, you agree to promptly notify the Company of any change in your directorships and provide such other disclosures and information as may be required under the applicable laws. You also agree that upon becoming aware of any potential conflict of interest with your position as Independent Director of the Company, you shall promptly disclose the same to the Chairman and the Company Secretary of the Company.
- 7.2. During your term, you agree to promptly provide a declaration under section 149(7) of the Companies Act, 2013, upon any change in circumstances which may affect your status as an Independent Director.
- 7.3. It is accepted and acknowledged that you may have business interest 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/ re-appointment.

## **8. Evaluation:**

- 8.1. Your performance evaluation shall be done by the Board of Directors annually, without your participation. You will participate in reviewing the performance of non-independent directors and the Board as a whole, performance of Chairperson and other independent directors.

## **9. Training:**

- 9.1. The Company will conduct training(s) for the Independent directors of the Company as may be required from time to time, in compliance with the provisions of the Companies Act, 2013 read with Rules made thereunder and PNGRB (Gas Exchange) Regulations, 2020.

## **10. Termination:**

- 10.1. You may resign from your position at any time and if you wish to do so, you are requested to serve a reasonable written notice to the Board stating the detailed reason for resignation and also a confirmation that there are no other material reasons other than provided in your resignation letter. The resignation shall take effect from the date on which notice is received by the Company or the date, if any, specified by you in the notice, whichever is later.
- 10.2. Notwithstanding the other provisions of this Letter, the appointment may be terminated in the following situations –
- In accordance with the provisions of the Articles of Association of the Company from time to time in force;
  - On failure to meet the criteria of independence as defined in section 149(6) of the Companies Act, 2013 and Regulation 16 (1) (b) of SEBI (Listing Obligations and Disclosure



Requirements) Regulations, 2015 or on the occurrence of any event as defined in section 167 of the Companies Act, 2013.

c) On failure to meet the criteria of independence as defined in Regulation 23 of the PNGRB (Gas Exchange) Regulations, 2020 and as amended.

d) On Order/ directions by the PNGRB or any other Regulator or competent authority.

10.3. Upon your resignation or upon termination for any reason, you will not be entitled to any compensation for loss of office.

**11. Actions that an Independent Director should not do while functioning as such in the company:**

11.1. The list of actions that an independent director should not do while functioning as such in the company is provided as an **Annexure-A**.

**12. Confidentiality:**

12.1. All information acquired during your appointment is confidential to the Company and should not be disclosed/ made public, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairperson, unless required by law or by rules of any stock exchange or regulatory body. On reasonable request you shall surrender any documents and other materials made available to you by the Company.

**13. Publication of the letter of the appointment:**

13.1. In line with provisions of Clause IV sub-clause 6 of Schedule IV, under the Companies Act, 2013, the Company will make public the terms and conditions of your appointment and will also arrange for it to be displayed on the Company's website.

**14. Changes of personal details:**

14.1. During the term, you shall promptly intimate the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

**15. General:**

15.1. This letter and any non-contractual obligations arising out of or in connection with the letter are governed by, and shall be construed in accordance with, the law of India, and the parties agree to submit to the exclusive jurisdiction of the courts of Delhi.



15.2. No waiver or modification of this letter shall be valid unless made in writing and signed by you and the Company. Please confirm your agreement to the above by signing and returning the enclosed duplicate of this letter.

Yours sincerely,

**For Indian Gas Exchange Limited**

**Managing Director & CEO**



**LIST OF ACTIONS INDEPENDENT DIRECTORS SHOULD NOT DO WHILE FUNCTIONING AS SUCH IN THE COMPANY:**

Following is an illustrative list of actions which Independent Directors should not perform while functioning as such in the Company:

The Independent Director shall:

- not allow any extraneous considerations that will vitiate his/her 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;
- not abuse his/her 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;
- not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;
- not to 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;
- not buy in the Company, or in its holding, subsidiary or associate Company:
  - a right to call for delivery or a right to make delivery at a specified price and within a specified time, of a specified number of relevant shares or a specified amount of relevant debentures; or
  - a right, as he may elect, to call for delivery or to make delivery at a specified price and within a specified time, of a specified number of relevant shares or a specified amount of relevant debentures.
  - not enter into insider trading of securities;
- not put him/her in a position where he/she has or may have an actual or potential conflict of interest with the Company. Should such an occasion arise, he/she should discuss the matter with the Board or the Company Secretary immediately;
- not achieve or attempt to achieve any undue gain or advantage either to himself/herself or to his relatives, partners, or associates;
- Shall not assign his/her office and any assignment so made shall be void.