



Dated:

Name of Independent Director
Address

Sir/Madam,

Sub: **Appointment as Independent Director**

We thank you for your confirmation to Hindusthan National Glass & Industries Limited (the "Company") that you meet the "independence" criteria as envisaged in Section 149(6) of the Companies Act, 2013 ("2013 Act") read with Regulation 16 (1) (b), and other applicable regulations of the SEBI (Listing obligations and Disclosure Requirements) Regulations, 2015 (as amended from time to time) also for your consenting to hold office as a director of the Company.

Pursuant to your confirmation, we are pleased to inform you that upon the recommendation of nomination and remuneration committee the Board and Members of the Company approved your appointment as an Independent Director on the Board of the Company.

This letter sets out the terms of your appointment as an Independent Director. Your relationship with the Company will be that of an office-holder and not one of contract for employment in the Company. The terms of your appointment, are as follows: -

1. Appointment

Your appointment will be for an initial term up to ----- and shall take effect from ----- unless terminated earlier or extended, as per the provisions of this letter or applicable laws ("**Term**").

As an Independent Director you will not be liable to retire by rotation.

Appointment at the end of the Term shall be based on the recommendation of the Nomination and Remuneration committee and subject to the approval of the Board and the shareholders. Your appointment would be considered by the Board based on the outcome of the performance evaluation process and you continuing to meet the independence criteria.

As per the Board's current assessment, you may be appointed as Chairman and/or member of the following Committees:

- Audit Committee:
- Nomination and Remuneration Committee
- Stakeholder Relationship Committee
- Other Board Committees



The Board may reconstitute the composition of any/all Committees, from time to time, and any such change shall be promptly communicated to you. In such an event you may also be required to serve on other Committees of the Board.

2. Role, duties and responsibilities

- A. As member of the Board you along with the other Directors will be collectively responsible for meeting the objectives of the Board which include:
- Requirement under the Companies Act, 2013 and Articles of Association of our Company.
 - Obligations with respect to Independent Director as outlined in the Regulation, 25 of Securities Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.
 - Accountability under the Director's Responsibility Statement.
 - Overseeing the maintenance of high standards of HNG values and ethical conduct of business.
 - Overseeing the Company's contribution to enhancing the quality of life of communities.
 - Protecting and enhancing the HNG brand.
 - Assist the company in implementing the best Corporate Governance Practices.
- B. You shall abide by the 'Code for Independent Directors' as outlined in Schedule IV to section 149(8) of the 2013 Act and regulation 16(1)(b) of SEBI (Listing Obligation and Disclosure Requirements) Regulations 2015 and duties of directors as provided in the 2013 Act (including Section 166) and any amendment thereof in future.

3. Time Commitment

Considering the nature of the role of a director, it is difficult for a company to lay down specific parameters on time commitment. You agree to devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities as an Independent Director.

4. Remuneration

As an Independent Director, you shall be paid sitting fees for attending the meetings of the Board and the Committee of which you are a member/chairman.

The sitting fees payable to you will be as follows:

- Board - Rs. 20,000/- meeting.
- Audit Committee - Rs. 15,000/- meeting.
- Nomination and Remuneration Committee - Rs. 10,000/-meeting.
- Stakeholders Relationship Committee - Rs. Nil/- meeting.
- Other Committee of the Board - Rs. Nil/- meeting.

However, the Board may increase, decrease and cancel sitting fees for its meeting and/or committees' meeting as and when it deems fit. In addition to the sitting fees, profit related commission may also be payable to you. In determining the amount of this commission, the Nomination and Remuneration Committee may consider various factors as disclosed



in the remuneration policy forming part of the Board's report. An indicative list of the factors that may be considered are as follows:

- Attendance at Board meetings.
- Attendance at Board Committee meetings.
- Chairmanship of Board Committees.
- Contribution at Board and Committee meetings.
- Guidance and support provided to senior management of the company outside of Board meetings.
- Industry practices
- Performance evaluation, and
- Performance of the Company.

Further, the Company may pay or reimburse to you such fair and reasonable expenditure, as may have been incurred by you while performing your role as an Independent Director of the Company. This could include reimbursement of expenditure incurred by you for attending Board/Committee meetings, Annual General Meetings, Extraordinary General Meetings, court convened meetings, meetings with shareholders/creditors/management, site visits, induction and training (organized by the Company for Directors), subject to prior consultation with the Board.

5. Insurance

The Company will take an appropriate Directors' and Officers' Liability Insurance policy and pay the premiums for the same. It is intended to maintain such insurance cover for the Term of your appointment, subject to the terms of such policy in force from time to time. A copy of the policy document will be supplied on request.

6. HNG Code of Conduct

As an Independent Director of the company, you agree to comply with the HNG code of Conduct for Non-Executive Directors (NEDs). For your reference, the Code of Conduct for Non-Executive Directors is outlined below:

- Non-Executive Directors of a Company will always act in the interest of the company and ensure that any other business or personal association which they may have, does not involve any conflict of interest with the operations of the Company and his/her role therein.
- Non-Executive Directors will comply with all applicable laws and regulations of all the relevant regulatory and other authorities as may be applicable to such Directors in their individual capacities.
- Non-Executive Directors will safeguard the confidentiality of all information received by them by virtue of their position.

Unless specifically authorized by the Company, you shall not disclose company and business information to public constituencies such as the media, the financial community, employees, shareholders, agents, franchisees, dealers, distributors and importers.



Your obligation of confidentiality shall survive termination or cessation of your directorship with the Company.

We would also like to draw your attention to the applicability of both, Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992 read with Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 as amended from time to time including any amendment thereof in future and the HNG Code of Conduct on Prevention of Insider Trading Policy, prohibiting disclosure or use of unpublished price sensitive information.

Additionally, you shall not participate in any business activity, which might impede the application of your independent judgment in the best interest of the Company.

All Directors are required to sign a confirmation of acceptance of the HNG Code of Conduct for NEDs on annual basis.

7. Induction and Development

The Company shall, if required, conduct formal induction program for its Independent Directors, which may include any or all of the following:

- Board roles and responsibilities, whilst seeking to build working relationship among the Board members.
- Company's vision, strategic direction, core values, ethics and corporate governance practices.
- Familiarization with financial matters, management team and business operations.
- Meetings with stakeholders, visits to business locations and meetings with senior and middle management.

The Company shall, as may be required, support Directors to continually update their skills and knowledge and improve their familiarity with the Company and its business. The Company will fund/arrange for training on all matters which are common to the whole Board.

8. Performance Appraisal/Evaluation Process

As a member of the Board, your performance as well as the performance of the entire Board and its Committees shall be evaluated annually. Evaluation of each director shall be done by all the other directors. The criteria for evaluation shall be determined by the Nomination and Remuneration Committee and disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board/Committee. An indicative list of factors that may be evaluated as part of this exercise is:

- Participation and contribution by a Director.
- Commitment (including guidance provided to senior management outside of Board/Committee meetings).
- Effective deployment of knowledge and expertise.
- Effective management of relationship with stakeholders.
- Integrity and maintenance of confidentiality.



- Independence of behavior and judgment, and
- Impact and influence

9. Disclosures, other directorships and business interests

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. Please confirm that as on date of this letter, you have no such conflict of interest issues with your existing directorships.

During your Term, you agree to promptly provide a declaration under Section 149(7) of the 2013 Act, upon any change in circumstances which may affect your status as an Independent Director.

10. Changes of personal details

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

11. Termination

Your directorship on the Board of the Company shall terminate or cease in accordance with law. Apart from the grounds of termination as specified in the 2013 Act or Articles of Association of the Company, your directorship may be terminated for violation of any provision of the HNG Code of Conduct as applicable to Non-Executive Directors.

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 later.

If at any stage during the Term, there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the 2013 Act or, if applicable, you fail to meet the criteria for "independence" under the Regulations 16 (1) (b), 17 (1A) & other applicable regulations of the Securities Exchange Board of India (Listing and Obligations and Disclosure Requirements) Regulations, 2015, you agree to promptly submit your resignation to the Company with effect from the date of such change.

12. 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. Miscellaneous

This letter represents the entire understanding, and constitutes the whole agreement, in relation to your appointment and supersedes any previous agreement between yourself and the Company with respect thereto and, without prejudice, to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom.

No waiver or modification of this letter shall be valid unless made in writing and signed by you and the Company.

14. Publication of Letter

In line with the provisions of Schedule IV to the Act, the letter of appointment will be open for inspection by any member of the Company and the Company will also post the terms and conditions of the appointment on the Company's website.

15. Relationship:

- This appointment letter constitutes neither a contract for services nor a service contract.
- There will be no relationship of employer and employee as a consequence of appointment as an Independent Director of the Company.

16. 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.

We thank you for your continued support and commitment to the Company.

**Yours sincerely,
For Hindusthan National Glass & Industries Limited**

Name:

Designation:

AGREE AND ACCEPT

I have read and understood the terms of my appointment as an Independent Director of the Company and I hereby affirm my acceptance to the same.

Name:

Place:

Date: