

TRADE-WINGS LIMITED

Reg. Office: 6, Mascarenhas Building, Mahatma Gandhi Road, Panaji, Goa – 403 001.
CIN: L63040GA1949PLC000168

Date:

To,
Name
Address

Sub: Appointment as Non-Executive Independent Director under Companies Act, 2013 and Listing Agreement.

Dear Sir,

We are pleased to inform you that Members of the Company in its Annual General Meeting held on _____ [date of AGM], had appointed you as an Independent Director of the Company for a term of five years expiring on _____ in accordance with the provisions of the Companies Act, 2013 and Rules made there under and Listing Agreement.

This letter of appointment is being issued in line with the requirements of the Companies Act, 2013 and Listing Agreement. Further this is a contract for service and is not a contract of employment.

APPOINTMENT

Your term as an Independent Director shall expire on _____ subject to your meeting the criteria for being an Independent Director and not being disqualified to be Director under the applicable regulations and you shall not be subject to retirement by rotation during this period.

Re-appointment at the end of the term shall be based on the outcome of performance evaluation process and you continuing to meet the independence criteria, subject to the applicable provisions of the Companies Act, 2013 and Listing Agreement in this regard.

ROLE ON THE BOARD

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 ensuing high standards of financial probity and corporate governance.

In addition to routine Board Meetings, you should allow time for Committee Meetings, preparatory work and travel, and ensure that you are in a position to make the necessary

overall time commitment.

You may be nominated on one or more Committees of the Board and in such event you will be provided with the relevant Committee's terms of reference and any specific responsibilities.

DUTIES AND LIABILITIES

The duties and liabilities that come with your appointment would be as per the provisions of Companies Act, 2013 (including Rules there under), other laws applicable to the Company, Company's policies, Code of Conduct and the Articles of Association of the Company, and the Listing Agreement as may be amended from time to time.

You will apply the highest standards of confidentiality, and not disclose to any person or Company (whether during the course of the tenure as Non-Executive Independent Director or at any time after its cessation), any confidential information concerning the Company and any Group Companies with which you come into contact by virtue of your position as a Director, except as permitted by law or with prior clearance from the Board of Directors.

You will observe requirements under the Companies Act, 2013 and Listing Agreement, which inter-alia requires that price-sensitive information is not used or transmitted and maintained securely. You should not make any statements that might risk a breach of these requirements.

In case you so desire, Company would provide support to help you familiarise yourself with the relevant duties and obligations.

PARTICIPATION IN BOARD / COMMITTEE MEETINGS THROUGH VIDEO CONFERENCING ETC.

You may give your consent by advance notification to the Management to participate in any meeting(s) of the Board or Committee of Directors, when necessary through video conferencing or other audio visual means, except for matters not to be so dealt under the Companies Act, 2013.

EVALUATION PROCESSES

Your performance evaluation shall be done by the Board of Directors of the Company annually, without your participation. You will participate in reviewing the performance of other Directors and the Board as a whole.

REMUNERATION

Your annual remuneration will be as under:

- a) Sitting fees for attending each Meeting of the Board and its Committee, if any, as may be determined by the Board from time to time; and

- b) Commission, if any, that may be determined by the Board based on the performance of the Company and your performance evaluated by the Board of Directors.

You will be entitled to take reimbursement of expenses incurred by you, if any, in connection with attending the Board Meetings, Committee Meetings, General Meetings and other meetings in relation to the business of the Company.

Pursuant to the provisions of the Companies Act, 2013 you will not be entitled to any stock options during your tenure as Independent Director.

TRAINING

You will be entitled to training program, if any, for familiarizing yourself with the business and affairs of the Company, its growth plans, the peculiarities of the industry in which it operates its goals and expectations and long term plans and objectives.

PUBLICATION OF THE LETTER OF APPOINTMENT

In line with provision of sub clause 6 of Clause IV of Schedule IV to the Companies Act, 2013, the Company will be making public the terms and conditions of your appointment by posting the same on the Company's website.

GENERAL

All the terms as mentioned above including your appointment, professional conduct, role and functions, duties and evaluation shall be governed by the Companies Act, 2013, Rules made thereunder and Listing Agreement as amended from time to time.

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 and subject to the exclusive jurisdiction of the Courts of India.

Yours sincerely,

For Trade-Wings Limited

Name:

Designation:

Place: