

JARDINE HENDERSON LIMITED

CIN: L51909WB1947PLC014515

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TERMS OF APPOINTMENT OF INDEPENDENT DIRECTOR

Terms of Appointment

1. The appointment of the Directors as Independent Director on the Board of Directors of the Company are subject to the provisions of the Companies Act, 2013.
2. In compliance with the provisions of Section 149(13) of the Companies Act, 2013, directorship is not subject to retirement by rotation.
3. 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 on the occurrence of any event as defined in Section 167 of the Companies Act, 2013.
4. As a Non-Executive Independent Director the Directors 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. The Board generally meets four times in a year. The Audit Committee, Nomination and Remuneration Committee, and Sub-Committee of Directors meetings are ordinarily convened as per applicability/requirements. Directors will attend the meeting of the Board and Board Committees to which they may be appointed and Shareholders meetings and to devote such time of their duties, as may be appropriate for them to discharge their duties effectively. Ordinarily, all meetings are held in Kolkata, West Bengal.

5. By accepting this appointment, the Directors confirm that they are able to allocate sufficient time to meet the expectations from the role to the satisfaction of the Board.

Role and Duties

6. Role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under that the Director:
- a. shall act in accordance with the Company's Articles of Association as may be amended from time to time;
 - b. shall discharge their duties with due and reasonable care, skill and diligence;
 - c. shall not involve in a situation in which they may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
 - d. Shall not achieve or attempt to achieve any undue gain or advantage.
 - e. shall not assign the office as Director and any assignments so made shall be void;

In addition to the above requirements the Board of Directors also expect to perform the following functions:

- They should constructively challenge and help develop proposals on strategy for growth of the Company;
- They should evaluate the performance of management in meeting agreed goals and objectives;
- They should satisfy the integrity of financial information and that financial controls and systems of risk management are effective and defensible;
- They are responsible for determining appropriate levels of remuneration of Executive Directors and have a prime role in appointing, and where necessary, removing Executive Directors and in succession planning;

- They will take responsibility for the processes for accurately reporting on performance and the financial position of the Company;
- They should keep governance and compliance with the applicable legislation and regulations under review and the conformity of Company's practices to accepted norms.

Status of Appointment

7. The Independent Director shall not be an employee of the Company and this letter shall not constitute a contract of employment. Directors will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the Board;
8. The Directors will have no entitlement to any bonus during the appointment and no entitlement to participate in any employee stock option scheme operated by the Company or any Group Company, if any.

Reimbursement of Expenses

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

Conflict of Interest

10. It is accepted and acknowledged that the Directors may have business interests other than those of the Company. As a condition of appointment, they 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.
11. In the event that the circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgment that you are independent, this should be disclosed to both the Chairman and the Company Secretary.

Evaluation

12. 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. The appointment and re-appointment on the Board shall be subject to the outcome of the yearly evaluation process.

Disclosure of Interest

13. Any material interest that a Director may have in any transaction or arrangement that the Company has entered into should be disclosed no later than when the transaction or arrangement comes up at a Board Meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contract with a particular person, firm or company is acceptable.
14. During the appointment Directors are required to comply with regulations as contained in Schedule IV under Companies Act, 2013, including the following codes of conduct of the Company :
- (i) Code of Conduct for Board of Directors and Senior Management;
 - (ii) Code of Internal Procedures and Conduct for prevention of Insider Trading in securities of the Company and
 - (iii) Code of Corporate Disclosure Practices for prevention of Insider Trading, and such other requirements as the Board of Directors may from time to time specify.

Confidentiality

15. All information acquired during appointment is confidential to the Company and should not be released, either during appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by the rules of any stock exchange or regulatory body.

16. Attention is also drawn to the requirements under the applicable regulations and the Company's Insider Trading Code which concern the disclosure of price sensitive information and dealing in the securities of the Company. Consequently Directors should avoid making any statements or performing any transactions that might risk a break of these requirements without prior clearance from the Chairman/Directors or the Company Secretary.

Publication of the terms of appointment

17. In line with provision of Clause IV sub clause 6 of Schedule IV, under Companies Act, 2013 and pursuant to the Regulation 46 of the SEBI (Listing Obligation and Disclosure Requirement) Regulation, 2015 the Company will make public the terms and conditions of your appointment and arrange for it to be displayed on the Company's website.

General

18. 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 the parties agree to submit to the exclusive jurisdiction of the courts of Kolkata.