

## **Terms of Appointment of Independent Director**

On behalf of the Company, I write to confirm your appointment as an Independent Non-executive Director of Panasonic Energy India Co. Ltd., as per the provisions of the Companies Act, 2013 and set out below the terms of your appointment.

### **1. TERM OF OFFICE**

Your appointment has been confirmed by the Shareholders at the \_\_\_\_\_ Annual General Meeting dated \_\_\_\_\_ as an Independent Director of Panasonic Energy India Co. Ltd. under the Companies Act, 2013 for a term of 5 (five) years effective from \_\_\_\_\_. You shall not be liable to retire by rotation as per the relevant provisions of the Companies Act, 2013 and Listing Agreement.

Your appointment is subject to the provisions of Companies Act, 2013 regarding appointment, expenses, retirement, disqualification and removal etc.

### **2. COMMITMENTS**

You shall be devoting such time as is necessary for the performance of your duties as an Independent Director and you shall be involving in the Board and committee meetings during the term. You should strive to attend all the scheduled Board meetings, general meetings, committee meetings and other meetings.

### **3. CODE OF CONDUCT, FUNCTIONS AND DUTIES**

You will have all the usual duties of an Independent Director under the Companies Act, 2013 and applicable Listing Agreement with the BSE, including attendance at Board meetings, the annual general meeting, meetings of committees and meetings of Independent Directors together with such additional duties as may be agreed with the Board and which may relate to the business of the Company. You will be required to serve on such committees as the Board may request, including but not limited to the committees wherein you are currently the member/Chairman.

### **4. CODE OF INDEPENDENT DIRECTORS, CODE OF CONDUCT FOR DIRECTORS AND CODE OF CONDUCT FOR PREVENTION OF INSIDER TRADING FOR EMPLOYEES, INCLUDING DIRECTORS**

You are required to abide by the Code for Independent Directors, Code of Conduct for Directors and Code of Conduct for Prevention of Insider Trading for Employees, Including Directors, as issued by the Company.

### **5. DIRECTORS' FEES**

You shall be paid sitting fees as the Board may decide from time to time for attending each meeting of the Board and the Committee, as per provisions of Section 197 of the Companies Act, 2013 and Articles of Association of the Company.

In addition to sitting fee, you shall also be entitled to commission on the net profit of the Company (Total commission to all Non-executive Directors shall not exceed 1% of the net profit of the Company in a particular financial year, distributed in a manner, as may be decided by the Board from time to time).

The Company shall reimburse to you all travelling, hotel and other incidental expenses properly and reasonably incurred by you in performance of duties as per provisions of the Companies Act, 2013 in conjunction with rules and policies of Company.

As an Independent Director you shall not be entitled to any stock option and shall not be covered by any pension scheme.

Kindly confirm your agreement to the terms set out above by signing the endorsement. In returning the letter duly signed, you agree that the Company shall make this letter publicly available as required by the law.

Yours sincerely,

For **Panasonic Energy India Co. Ltd.**

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**I have read and agree to the above terms regarding my appointment as an independent non-executive director.**

Signature

Name:

DIN:

Date:

Place: