

<Date>

<Name>

<Address>

Dear Sir/Madam,

**Sub.: Appointment as Independent Director on the Board of NHC Foods Limited**

We thank you for confirming to us that you meet the "independence criteria" as provided under Section 149 and other applicable provisions of the Companies Act, 2013 ("the Act") and Regulation 16 of the (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Regulations") and for consenting to hold office as an Independent Director of the Company.

**1. Appointment:**

We are pleased to inform you that the shareholders in their\_\_\_meeting have approved your appointment by a Special Resolution as an Independent Director on the Board of the Company for a period of 5 years w.e.f.\_\_\_\_\_till\_\_\_\_\_. Your office shall not be liable to retire by rotation in accordance with the provisions of the Companies Act, 2013.

**2. Roles and Responsibilities:**

As an Independent Director, you shall be required to undertake such roles, responsibilities, duties and functions as prescribed in Schedule IV to the Act and SEBI Regulations, as amended and as may be determined by the Board from time to time.

**3. Policies:**

In addition to the above rules and regulations, you would also be subject to the following policies:

- a. Code of Conduct for Directors and Senior Management Personnel
- b. Code of Conduct (Insider Trading) To Regulate, Monitor and Report Trading by Designated Persons and Their Immediate Relatives
- c. Such other policies as may be prescribed by the Board from time to time

The policies are available on the website of the Company at [www.nhcgroup.com](http://www.nhcgroup.com)

**4. 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.

**5. Remuneration:**

You shall be paid such commission as may be approved by the Board and the Shareholders and the same shall be subject to such limits as prescribed by the Act from time to time. Payment will be based on the performance of the Company every year. In addition to the above, you will be paid sitting fees as may be approved by the Board from time to time for every meeting of the Board or its Committee attended by you.

**6. Confidentiality:**

You are a 'Designated Person' within the definition of Code of Conduct (Insider Trading) to Regulate, Monitor and Report Trading by Designated Persons and their Immediate Relatives. You may come in possession of Unpublished Price Sensitive Information in the course of performance of your duties and responsibilities. You shall not use such information for your benefit or for the benefit of any other person and / or otherwise communicate or allow access to such information to any other person.

You shall maintain confidentiality in respect of matters pertaining to the Company and not disclose any confidential information unless expressly approved by the Board or required by law. This obligation shall hold good even after you have vacated office as a Director.

**7. Professional Updates:**

The Company shall provide support for any program / training for continuous professional updation in connection with the effective discharge of your duties and responsibilities as an independent director.

**8. Resignation & Termination:**

The appointment shall be subject to termination by resignation or otherwise in accordance with the provisions of the Act and SEBI Regulations.

**9. Disclosures:**

In addition to the periodic disclosures required under various rules, regulations and policies during the term; you may promptly inform the Company, any changes in your directorships in other companies and provide such disclosure as per the requirement of the Act. Further, you will also provide "Declaration of Independence" or otherwise under section 149(7) of the Act upon any change in circumstances which may affect your status as an Independent Director of the Company.

**10. Change in personal details:**

During the term, any change in address or other contact details may be immediately intimated to the Company.

**11. Miscellaneous:**

The terms of this letter shall be disclosed on the website of the Company.

We welcome you and look forward for your professional guidance and support in discharging the collective fiduciary responsibility as a member of the Statutory Board of the Company.

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**14. Miscellaneous:**

The terms of this letter shall be disclosed on the website of the Company.

We welcome you and look forward for your professional guidance and support in discharging the collective fiduciary responsibility as a member of the Statutory Board of the Company.

Regards,

Yours sincerely,

For NHC Foods Limited

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**Chairman**