



Date: September 12, 2019

Mr. Anil Kumar Mehra
B 223-B, Greater Kailash, Part- I
New Delhi- 110048

Dear Sir,

Appointment Letter

This Appointment letter is intended to outline the understanding and arrangement between Talbros Automotive Components Limited ("Talbros") and yourself to act as an Independent Director on the Board of Talbros upon terms and conditions hereinafter contained and agreed to by you and Talbros.

We are pleased to appoint you as an Independent Director on the Board of Talbros as approved by shareholders of the Company by way of Postal Ballot conducted through Notice dated 14th February, 2019. Please note that this appointment is a contract for service and is not a contract of employment. This appointment is as per the terms and conditions laid down hereunder:

I. Appointment

Pursuant to provisions of Section 149 of Companies Act, 2013, your appointment is for a second term of consecutive period of five (5) years w.e.f 12th September, 2019, not liable to retire by rotation, subject to your meeting the criterion for being an Independent Director and not being disqualified to be Director under the Companies Act, 2013 and the applicable regulations.

II. Role on the Board

You are expected to provide your expertise for the benefit of the company and in the good functioning of the Board and the Committees thereof you may be nominated. 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 committee meetings of the Board and in such events you will be provided with the relevant committees' terms of reference and any specific responsibilities.



III. Guidelines of professional conduct:

As an independent director you shall:

1. Comply with code of ethics/ conduct policy of the company;
2. Uphold ethical standards of integrity and probity;
3. Act objectively and constructively while exercising your duties;
4. Exercise your responsibilities in a bona fide manner in the interest of the company;
5. Devote sufficient time and attention to your professional obligations for informed and balanced decision making;
6. Not allow any extraneous considerations that will vitiate your exercise of objective independent judgment in the paramount interest of the Company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making;
7. Not abuse your position to the detriment of the Company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
8. Refrain from any action that would lead to loss of your independence;
9. Where circumstances arise which make you lose your independence, you must immediately inform the Board accordingly;
10. Assist the Company in implementing the best corporate governance practices.

IV. Duties & Liabilities:

The duties and liabilities that come with your appointment would be as per the Companies Act, 2013 and the rules framed there under, the SEBI (Listing Obligations and Disclosures Requirements) Regulations, 2015 , Company's policies, Articles of Association of the Company and other applicable laws and regulations.

You will follow the Code for Independent Directors as per Schedule IV of the Companies Act, Code of Conduct and other Company's policies from time to time.

You are required to make annual disclosure of your interest as per the requirements of section 184 of the Companies Act, 2013.

V. Remuneration

You will be entitled to sitting fees for attending the meetings of the Board or committees thereof up to the amount as may be approved by the Board from time to time within the overall statutory limit of sitting fees under the Companies Act, 2013.

In addition, you shall also be reimbursed all travelling and other incidental expenses incurred by you in connection with attending meetings of Board of Directors or its Committees thereof or expenses which you may otherwise incur in the performance of your duties as Director.



VI. Representation & Warranty

As an Independent Director of the Company during the Term of your appointment, you will confirm that you meet the criteria of independence as specified under Section 149 (6) of the Companies Act, 2013 and Regulation 16(1)(b) of the SEBI (Listing Obligations and Disclosure Requirements) 2015.

VII. Proprietary Rights and Ownership

All data, literature, and information in any form that is provided by Talbros to you shall be considered proprietary to Talbros, whether or not it is marked proprietary. For the duration of this Letter of Appointment and thereafter, proprietary data or information shall not be revealed or transferred by you to any other person, third party, company, or otherwise, without the prior written authorization of Talbros. Talbros does not relinquish any of its rights in the proprietary data by transference within the scope of this Letter of Appointment.

VIII. Confidentiality

You shall keep confidential all information concerning Talbros and shall not divulge or disclose the same to any person other than as may be necessary for the purpose of performance of Services hereunder during your tenure as Director and thereafter.

IX. Resignation

You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice on the Board.

X. Jurisdiction

Any dispute arising out of or in relation to this Letter of Appointment shall be referred to the exclusive jurisdiction of Courts situated in Faridabad to the exclusion of any other Courts elsewhere.

Yours faithfully,

For Talbros Automotive Components Limited

Sd/-

Naresh Talwar
Chairman