

NEIL INDUSTRIES LIMITED

“Draft of Appointment Letter for Independent Director”

Date:

To
Mr./Ms./Mrs.
(DIN:)
Address:

Subject: Appointment Letter as Independent Director of the “Company”

Sir,

We are pleased to inform you that the Board of Directors of **Neil Industries Limited** (“the Company”) has, at its meeting held on [____], appointed you as an **Additional Director (Non-Executive, Independent)** pursuant to Sections **149, 150, 152, and 161(1)** of the Companies Act, 2013 (“the Act”), applicable provisions of SEBI(LODR) Regulations, 2015 and the Articles of Association of the Company, to hold office until the conclusion of the ensuing Annual General Meeting, thereafter subject to the approval of shareholders.

Upon your appointment being approved by the shareholders at the Annual General Meeting, you will hold office as an **Independent Director** for a term of __ Years (__ Years) or the date of __ Annual General Meeting commencing from _____ **whichever is earlier**, not liable to retire by rotation, in accordance with the provisions of the Act and the rules made thereunder.

This letter sets out the terms and conditions of your appointment as an Independent Director, as required under applicable Schedule of The Companies Act, 2013.

1. Role, Duties & Responsibilities (Terms and Expectation)

Your role, duties, and responsibilities shall be as prescribed under the Act, Schedule IV thereto, and other applicable laws. As an Independent Director, you are expected to:

- Uphold ethical standards of integrity and probity.
- Exercise independent judgment and act objectively in the best interests of the Company and its stakeholders.
- Bring an independent view in the evaluation of performance, risk management, financial controls, and other key matters.
- Provide guidance on strategy, governance, and compliance matters.

2. Time Commitment and fiduciary duties

You are expected to attend Board and Committee meetings, the Annual General Meeting, and other meetings as may be required, after due notice. Adequate preparation before such meetings is expected.

3. Committees

The Board may appoint you as a member or chairperson of one or more committees of the Board from time to time.

4. Independence

You have confirmed that you meet the criteria of independence under Section 149(6) of the Act and will maintain the same throughout your tenure. Any change in your status of independence must be promptly communicated to the Board.

5. Confidentiality

All information acquired during your appointment is to be treated as strictly confidential and must not be disclosed or used for any purpose other than for the performance of your duties.

6. Evaluation

Your performance as an Independent Director shall be evaluated annually in accordance with the criteria approved by the Nomination and Remuneration Committee and the Board.

7. Termination

Your appointment may be terminated in accordance with the provisions of the Act or upon resignation in writing.



You are expected to get yourself go through with the codes and policies of the company which are readily available on the website of the company at: <https://neil.co.in/Investors>

Prohibited Actions While Functioning as a Director (Annexed Below)

We thank you for agreeing to serve as an Independent Director and look forward to your valuable contribution to the growth and governance of the Company.

Kindly sign and return the duplicate copy of this letter as a token of your acceptance.

For and on behalf Neil Industries Limited

Arvind Kumar Mittal
(Managing Director)
(DIN: 02010445)

Prohibited Actions While Functioning as a Director

During your tenure as a Director of the Company, you are expected to adhere to the highest standards of integrity, transparency, and professionalism. Without prejudice to the general duties prescribed under Section 166 of the Companies Act, 2013, you shall refrain from engaging in any of the following acts:

1. **Conflict of Interest** – You shall not engage, directly or indirectly, in any activity or business that competes with or is in conflict with the interests of the Company, without the prior written consent of the Board.
2. **Misuse of Position** – You shall not use your position as Director for personal gain, for the benefit of relatives or associates, or to secure any undue advantage for yourself or any other person.
3. **Insider Trading and Unlawful Disclosure** – You shall not use, or cause to be used, any unpublished price-sensitive information relating to the Company for your own benefit or for the benefit of others, nor disclose such information in violation of applicable laws and Company policies.
4. **Misappropriation of Assets** – You shall not use the Company's funds, property, information, or other resources for personal purposes or for purposes other than the Company's legitimate business.
5. **Unauthorised Commitments** – You shall not, without appropriate authority, commit the Company to any contractual obligations or make representations on behalf of the Company.
6. **Non-compliance with Laws and Policies** – You shall not act in contravention of the provisions of the Companies Act, 2013, other applicable laws, the Articles of Association of the Company, or internal policies and codes adopted by the Company.
7. **Negligence of Duties** – You shall not willfully neglect to attend Board or Committee meetings without valid cause, or fail to discharge your fiduciary duties and responsibilities in good faith and with due diligence.
8. **Improper Influence** – You shall not attempt to improperly influence the decisions of the Board, management, auditors, or other stakeholders in a manner that is contrary to the best interests of the Company.

9. **Acceptance of Benefits** – You shall not accept gifts, hospitality, or other benefits from persons or entities having business dealings with the Company, except as permitted under the Company’s Code of Conduct.
10. **Other Prohibited Conduct** – You shall not engage in any act, omission, or conduct that is likely to bring disrepute to the Company or impair its goodwill, reputation, or stakeholder confidence.

You acknowledge and agree that any breach of the above restrictions may result in immediate termination of your appointment and may also attract civil and/or criminal liability as per applicable laws.