

Terms & Conditions of Appointment as a Non-Executive Independent Director of Carrier Airconditioning & Refrigeration Limited (“the Company”) in compliance of Clause IV (6) of Schedule IV (Code for Independent Directors) of Companies Act, 2013

Extracts from the Appointment Letter issued to Mr. Narendra Singh Sisodia and Mr. Pankaj Sahni:

“The terms of the appointment, which in any event shall be subject to Companies Act, 2013, Rules made thereunder and the Articles of Association of the Company are set out below:

1. Appointment

- i. In accordance with the provisions of Section 149 and 152 and other applicable provisions of the Companies Act, 2013 (‘Act’) read with the Companies (Appointment and Qualification of Directors) Rules, 2014 (‘Rules’), you are appointed as a Non-Executive Independent Director on the Board of Directors of the Company till March 31, 2020.
- ii. As an Independent Director, you will not be liable to retire by rotation.
- iii. The Company has adopted the provisions with respect to the appointment and tenure of Independent Directors which are consistent with the Companies Act, 2013. The Company is at liberty to disengage Non-Executive Independent Director earlier subject to compliance of relevant provisions of Companies Act, 2013.
- iv. You may resign from your position at any time by serving a reasonable written notice on the Board. In terms of the provisions of Companies Act, 2013, you are required to file a copy of your resignation letter with the Registrar of Companies, Delhi.

2. Board Committees

- i. You may be nominated on one or more committees of the Board that may be set up in the future. Your appointment on such Committee(s) will be subject to the applicable regulations.
- ii. The Board may reconstitute the composition of any/all Committees, from time to time, and any such change shall be promptly communicated to you.

3. Role, Duties & Liabilities

- i. The duties and liabilities that come with your appointment would be as per the provisions of Companies Act, 2013 (including Rules thereunder) and other laws applicable to the Company, Company’s policies, Code of Ethics and the Articles of Association of the Company, as may be amended from time to time. You will follow the UTC Code of Ethics and the requirements under the Companies Act, 2013.
- ii. You will apply the highest standards of confidentiality, and not disclose to any person or company (whether during the course of the tenure as Non-Executive Independent

Director or at any time after its cessation), any confidential information concerning the Company and any Group Companies with which you come into contact by virtue of your position as a Director, except as permitted by law or with prior clearance from the Board of Directors.

- iii. As a Non-Executive Independent Director you have the same general legal responsibilities to the Company as any other Director, except that you shall be held liable only in respect of such acts of omission or commission by the Company which had occurred with your knowledge, attributable through board processes and with your consent or connivance or where you had not acted diligently.
- iv. You will adhere to the following duties of directors, which are more specifically stipulated in Section 166 of the Companies Act, 2013–
 - a. To act in accordance with the Articles of the Company subject to the provisions of this Act.
 - b. To act in good faith in order to promote the objects of the Company for the benefit of its members as a whole, and in the best interests of the Company, its employees, the shareholders, the community and for the protection of environment.
 - c. To exercise the duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
 - d. Not to involve in a situation in which director may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
 - e. Not to achieve or attempt to achieve any undue gain or advantage either to himself or to his relatives, partners, or associates and if such director is found guilty of making any undue gain, he shall be liable to pay an amount equal to that gain to the Company.
 - f. Not to assign director's office and any assignment so made shall be void.

4. Fees & Commission

You shall be entitled to payment of sitting fees for attending the Board and Committee meetings as decided by the Board of Directors, within limit prescribed under the Rules made under the Companies Act, 2013.

5. Reimbursement of Expenses

In addition to the fees & commission described in point no.4 above, you will be entitled to the reimbursement of actual expenses in connection with attending the Board & Committee meetings including but not limited to travelling and lodging expenses on actual basis.

6. Code of Conduct & Other Compliances

- i. During the appointment, you will comply with any relevant regulations as may be issued by the Government of India and such other authorized bodies as set up by the Government on its behalf, including the Code for Independent Directors and such other requirements as the Board of Directors may from time to time specify.
- ii. At the first meeting of the Board in every financial year or whenever there is any

change in the circumstances which may affect your status as an Independent Director, you shall give a declaration to that effect confirming that you meet the criteria of independence as provided in Section 149(6) or any other applicable provisions of the Companies Act 2013 as may be amended from time to time.

7. Directors' & Officers' Insurance

The Company shall obtain a Directors' and Officers' Liability Policy.

8. Evaluation Processes

Your performance evaluation shall be done by the entire Board of Directors, without your participation.

9. Conflict of Interest

- i. It is accepted and acknowledged that you may have business interest other than those of the Company, as a condition to your appointment; you are required to declare any such directorships, appointments and interest to the Board in writing in the prescribed form, from time to time.
- ii. In the event that your circumstances seem likely to change and might give rise to conflict of interest or when applicable, circumstances that might lead the Board to reverse its judgement that you are independent, this should be disclosed to the Board of Directors of the Company.

10. Publication of the Letter of Appointment

In line with provisions of the Companies Act, 2013, the Company may make public a generic copy of this letter on its website.

11. General

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 Gurgaon.