

Terms & Conditions for appointment of Independent Directors

The terms of appointment of Independent Directors as set out below are as per the extant provisions of the Companies Act, 2013, Rules framed thereunder and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 [Listing Regulations] as amended from time to time.

1. Appointment:

Your appointment is for a term of [five (5)] consecutive years effective from _____ till _____, unless terminated earlier, in accordance with this letter of appointment or applicable law. As an independent director you will not be liable to retire by rotation. Further, your appointment is subject to the approval of the Board of the Company and its shareholders.

2. Roles, duties and responsibilities and accompanying liabilities:

- 2.1 As an independent director, you shall bring objectivity and independence to the Board's discussions and assist the Board with your effective leadership in relation to the Company's strategy, performance, and risk management, as well as ensure high standards of financial probity and corporate governance. 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.
- 2.2 You shall be held liable, only in respect of such acts of omission or commission by the Company, which have occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

3. Remuneration:

- 3.1 You shall be paid sitting fees and commission as specified in **Annexure A**.
- 3.2 The payment of sitting fees and commission shall be subject to the provisions of Section 197 of the Companies Act, 2013 ("Act") and the Articles of Association of the Company.
- 3.3 The Company will reimburse you for your expenses incurred to attend the meetings of the Board and Board Committees subject to submission of required documentation as per the Company's policy.

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Dharuhera 123 106 Himachal Pradesh,
Haryana, India India
Ph. : 0127 4243288 Ph.: 01704 645401
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Telangana Brewery : Survey No.-281/293,
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Telangana, India Ph. : 9391276100
Fax : 08455 230116

Bihar Brewery : Plot No. 1,
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Ph.:03213-251771

Mysore Brewery : Sy.No. 374,
Immavu Indl. Area Immavu Village,
Nanjangud Tq, Mysore- 571302,
Karnataka, India

- 3.4 All payments to be made to you for your services as the Independent Director shall be subject to deduction of tax (including, but not limited to, tax deducted at source, in accordance with the provisions of the Income Tax Act, 1961) and any other statutory deductions. You shall be responsible for payment of any taxes over and above the tax required to be deducted at source.

4. Compliance with applicable laws and code of conduct:

- 4.1 Your appointment and all the terms as mentioned above shall be governed by the Act and rules made thereunder the Articles of Association of the Company and Company's and group's policies. You will also have to discharge the general duties as a director of the Company, including the fiduciary duties specified under Section 166 of the Act and the duties specified in Schedule IV (Code for Independent Directors) of the Act. In the event the Company's equity shares are listed on any recognized stock exchange in India, you shall also be bound by the duties of the directors under the regulations issued by the Securities and Exchange Board of India ("SEBI"), and specifically those duties identified under SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Regulations").
- 4.2 Based on your expertise and experience, you would add value to the Company and discharge all your roles, professional conduct, duties and obligations as an independent director of the Company with utmost integrity and professionalism.
- 4.3 You would need to adhere to the "Carlsberg's Code of Ethics & Conduct" and "Code of Conduct for Board of Directors and Senior Management Personnel" in terms of SEBI Regulations (as applicable) read with Section 149 and Schedule IV of the Act, once adopted.
- 4.4 In the event of any claim or litigation against the Company, based upon any alleged conduct, act or omission on your part during your term as a director of the Company, you agree to render assistance and cooperation to the Company and provide such information and documents as are necessary and requested by the Company or its counsel.
- 4.5 You shall, at all times, be subject to and bound by applicable laws and the Anti-Corruption Laws while performing your role, duties, and responsibilities as an independent director. For the purposes of this appointment letter, the term "Anti-Corruption Laws" means any applicable laws, statutes, rules, or regulations relating to bribery or corruption in any jurisdiction to which the relevant parties are subject, including, without limitation, the United Kingdom Bribery Act 2010, the United

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States Foreign Corrupt Practices Act of 1977, and, in relation to the Company and the Executive, the Indian Prevention of Corruption Act, 1988, as amended from time to time.

5. Disclosures, other directorships and business interests:

- 5.1 Your tenure is subject to meeting the requisite criteria for being an independent director, in terms of the Act and the SEBI Regulations. You would continue to provide periodic declaration of your independence, as required under the Act and applicable SEBI Regulations. In case you cease to be an independent director in terms of the Act, and SEBI Regulations (as applicable), or in case of any change in the circumstances which may affect your status as an independent director, you undertake to inform the Company immediately. Further, please refrain from any action that could lead to a loss of your independence, in terms of the Act, the SEBI Regulations. In addition, you shall not abuse your position to the detriment of the Company or its stakeholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person. Given the criticality of your role, you should not serve on the boards of competing companies.
- 5.2 You may have business interests other than those of the Company. We request you to ensure that the Company is kept informed of any changes to your interests so that the Company can ensure compliance with the applicable laws. We request you to also make regular and timely disclosures of interest to the Company as required under the Act.

6. Board committees:

As advised by the Board, during the tenure of office, you may be required to serve on one or more of the committees of the Board established by the Company ("**Board Committees**"). Upon your appointment to any one or more Board Committees, you will be provided with the appropriate Board Committee charters (if any) which set out the functions of that Board Committee. You shall attend all meetings of the Board, the Board Committees of which you are a member or chairperson, separate meetings of the Independent Directors and shareholders' meetings. We request you to provide sufficient notice to the Company in case you are unable to attend any of the meetings.

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7. Performance approval/ evaluation process:

As per the requirements of your role and in compliance with applicable laws, you would be required to carry out the evaluations of the performance of the Board as a whole, Board Committees and the individual directors on an annual basis. Your individual performance evaluation shall be done by the Board annually, without your participation.

8. Insurance:

The Company provides Directors & Officer (D&O) liability insurance which covers all its directors and officers. The D&O liability insurance will be extended to cover you throughout your term of appointment.

9. Representations and Warranties:

9.1 You represent and warrant that as on the date of this letter of appointment:

- (a) The execution, delivery and performance of this letter of appointment by you does not and will not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which you are a party or by which you are bound and that this letter of appointment constitutes a valid and legally binding agreement with respect to the subject matter contained herein;
- (b) you have a valid director's identification number as prescribed under applicable law, and you have enrolled yourself into an independent director data bank and have or will pass the online self-assessment proficiency test conducted by the Indian Institute of Corporate Affairs, within stipulated timelines, as may be applicable; and
- (c) you are not disqualified from being appointed as a director on the Board of the Company under the Act, and you have not breached the maximum limit of directorships as prescribed under the Act and the SEBI Regulations.

9.2 The Company represents and warrants that as on the date of this letter of appointment, the execution, delivery and performance of this letter of appointment by the Company does not and will not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which the Company is a party or by which the Company is bound and that this

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letter of appointment constitutes a valid and legally binding agreement with respect to the subject matter contained herein.

10. Confidentiality and disclosure:

- 10.1 All information acquired by you during your tenure of directorship is confidential and should not be disclosed, either during your tenure or following termination (by whatever means), to third parties without prior consent from the Company, unless required by law or by the rules of any stock exchange or regulatory body. In the latter case, you would need to suitably inform the Company of such an event or disclosure. You are requested to direct any media queries or approaches to the Company. On reasonable request, you shall return any documents and other materials made available to you by the Company.
- 10.2 You would be a “Designated Person” in terms of the SEBI (Prohibition of Insider Trading) Regulations, 2015, once applicable and hence are required to comply with the Company’s Policy on Insider Trading and the requirements under the Act and SEBI Regulations, as and when applicable, which inter-alia requires that price-sensitive information is not used or transmitted and maintained securely. You should not make any statements that might risk a breach of these requirements without prior clearance from the company secretary, or such person as may be designated for this purpose by the Company.
- 10.3 The terms of this letter shall be disclosed on the website of the Company and shall be open for inspection at the registered office of the Company by any member of the Company during normal business hours.

11. Resignation and termination:

- 11.1 In the event you propose to resign as an independent director of the Company, please provide a reasonable notice with detailed reasons and confirmation that there are no such material reasons other than those provided in the notice.
- 11.2 Notwithstanding anything contained in this letter of appointment, your appointment will cease immediately in case you incur any disqualification under Section 164 of the Act or if your office is vacated by virtue of Section 167 of the Act, or any other applicable law. In such an event, you agree to immediately notify the Company of the disqualification / reason for vacation of office and you shall cease to be a director of the Company with effect from the date of such disqualification or reason for vacation of office.

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11.3 Upon cessation of your engagement with the Company:

1. you shall cease to hold the position of the independent director of the Company;
2. subject to applicable law, the Company shall make all payments due to you, including all applicable statutory and contractual payments (including outstanding reimbursements), and such payments (less any set-off against the sitting fees and commission payable to you) shall be deemed to be a discharge of all liabilities and obligations of the Company towards you and you shall not be entitled to claim any further amounts from the Company;
3. the Company and you shall make all requisite filings with the concerned regulatory authorities in connection with the same within the prescribed time periods; and
4. you shall deliver all papers, documents and other property of the Company, its subsidiaries or affiliates as may be in your possession, custody, control or power, including but not limited to any phones, computers, vehicles, credit cards, etc. provided by the Company, to the person identified by the Company.

12. Governing Law and Dispute resolution:

- 12.1 This letter of appointment and any non-contractual obligations arising out of or in connection with this letter of appointment are governed by and shall be construed in accordance with the laws of India.

In the event a dispute or claim arises out of or in relation to or in connection with the existence, validity, interpretation, implementation, termination, enforceability, breach or alleged breach of this letter of appointment (“**Dispute**”), you and the Company and the concerned director shall attempt in the first instance to resolve such dispute amicably through negotiations between themselves. If the Dispute is not resolved through negotiations within fifteen (15) days of commencement of discussion on the Dispute, then either the Company or the concerned director may by notice in writing to the other, refer the Dispute to arbitration under the Arbitration & Conciliation Act, 1996 (“**Arbitration**”). The venue of Arbitration will be New Delhi, and the language of Arbitration will be English. The Arbitration proceeding shall be presided by a sole arbitrator mutually appointed by both the director and the Company. The arbitrator shall be entitled to award costs of the arbitration. Subject to the aforesaid, each party shall bear its own expense in

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relation to the arbitration, including such party's attorneys' fees and the expenses and fees of the arbitrator shall be borne equally by the parties.

12.2 Subject to the above, the Company and the director irrevocably agree that the courts of New Delhi shall have exclusive jurisdiction to try any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). The Company and the director shall have the ability to obtain interim, injunctive or equitable relief as permissible under applicable law.

13. Notices:

All notices or other communications required or permitted to be delivered or given hereunder shall be in writing and shall be delivered by hand or sent by registered post / acknowledgement due, or express mail, or internationally recognized courier service or transmitted by email. Any notice so served shall be deemed to have been duly given: (i) in case of delivery by hand, the other party providing acknowledgment of the receipt; or (ii) when delivered by post or courier and has obtained acknowledgment of the delivery; or (iii) for electronic mail notification with return receipt requested, upon the obtaining of a valid return receipt from the recipient:

To the Company, at:
Carlsberg India Limited,
 IREO Grand View Tower, 3rd Floor, Sector 58, Golf Course Extension Road,
 Gurugram – 122101

Attention: Board of Directors
 Email: Kamna.tiwari@carlsberg.asia

14. Amendment:

Subject to applicable law, the Board has requisite powers and authority to update and amend the above terms and conditions from time to time, and such update/amendment will be informed to you in advance.

15. Acceptance of appointment:

If the terms of this letter of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter of appointment to the Company.

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ANNEXURE A

REMUNERATION

The total remuneration shall comprise of sitting fees and commission

1. Sitting Fees

- (a) **Board Meetings:** A sitting fee of _____ shall be payable for each meeting of the Board attended.
- (b) **Committee Meetings:** A sitting fee of _____ shall be payable for each meeting attended, whether as Chairperson or Member, of the following Committees:
- (i) Nomination and Remuneration Committee
 - (ii) Audit Committee
 - (iii) Risk Management Committee
 - (iv) Stakeholders' Relationship Committee
 - (v) Corporate Social Responsibility (CSR) Committee
 - (vi) IPO Committee
 - (vii) Separate Meeting of Independent Directors
 - (viii) Any other committee constituted by the Board from time to time.

2. Commission

The total remuneration, inclusive of the sitting fee, to which you shall be entitled to shall be INR _____ per annum, subject to applicable laws and approvals.

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