

CASTROL INDIA LIMITED

TERMS OF LETTER OF APPOINTMENT ISSUED TO INDEPENDENT DIRECTORS

The appointment of Independent Director is subject to the provisions of Section 149 of the Companies Act, 2013 and other applicable provisions of the Act, rules thereunder and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations"), as amended from time to time.

1. Appointment and Tenure

The appointment is effective for a period of (.....) years from to Appointment is subject to the approval of Shareholders under the provisions of the Companies Act, 2013 and director continue to comply with the qualification criteria, prescribed under Section 149 of the Companies Act, 2013 and Listing Regulations and do not suffer disqualification under Section 164 of the Companies Act, 2013.

2. Role and Duties

Role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and Listing Regulations particularly Section 166 and Schedule IV to the Companies Act, 2013. Director is required attend the General Meetings of shareholders like AGMs, as may be required under any statute or Listing Regulations, for which the Company will bear the necessary cost. As a Non-executive Independent Director of Castrol, the Director is be expected to –

- a. uphold ethical standards of integrity and probity;
- b. act objectively and constructively while exercising duties;
- c. exercise responsibilities in a bona fide manner in the interest of the Company;
- d. devote sufficient time and attention to professional obligations for informed and balanced decision making;
- e. not allow any extraneous considerations that will vitiate 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;
- f. not use 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;
- g. refrain from any action that would lead to loss of independence and present any conflict of interest;
- h. where circumstances arise, which make lose independence, then it must immediately informed the Board; and
- i. assist the Company in implementing the best corporate governance practices.

3. Time Commitment and Committee Memberships

Independent Director is expected to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management as well as ensuring high standards of financial probity and corporate governance. Also he/she is expected to attend meetings of Board, Board Committees to which he/she is appointed and of Shareholders and to devote such time to the duties, as appropriate to discharge the duties effectively. It is expected that the Director will allocate sufficient time to meet the expectations from this role to the satisfaction of the Board.

4. Status of Appointment and Remuneration

The Independent Director is not an employee of the Company and this letter shall not constitute a contract of employment. The Independent Director will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the Board and also be paid remuneration by way of Commission, as may be approved by the Board and Shareholders from time to time. In addition travel, hotel and other incidental expenses incurred by a director will be reimbursed.

5. Induction, Continuous improvement and directors' appraisal

The Independent Director is expected to participate in an induction program, continuous improvement programmes determined by the Board as being appropriate for Directors, at the expense of the Company and also participate in processes of internal and external review of Director, Board and Committee performance as may be determined to be appropriate by the Board from time to time.

6. Indemnity and Insurance

The Company will maintain Directors' and Officers' insurance policy from time to time. Each party agrees to indemnify and keep the other party indemnified for any direct pecuniary losses/damages due to wilful misconduct / non-compliance with applicable laws.

7. Independent advice

The Independent Director may seek independent professional advice, at the expense of the Company, on any matter arising out of or in connection with the discharge of his/her responsibilities. Copies of this advice must be made available to and for the benefit of all Board members, unless the Board otherwise agrees.

8. Constitution charters and policies

The Independent Director should familiarise with the BP Code of Conduct, and the Castrol India Limited - Code of Conduct for Board of Directors and Senior Management Personnel and comply with the same.

9. Confidentiality

All sensitive information obtained by director is confidential and should not be released, either during appointment period or following termination (by whatever means) to third parties without prior clearance from the Board or as required by law. Also he/she is expected to comply with Insider Trading Policy of the Company.

10. Termination

The Independent Director may resign from the position by serving reasonable written notice on the Board, giving reasons of resignation. Appointment may also automatically terminate in accordance with the provisions of the Companies Act, 2013 and provisions of Articles of Association of the Company, from time to time in force.

11. Jurisdiction

Appointment is governed by laws of India and subject to the jurisdiction of Courts in Mumbai.