TERMS OF APPOINTMENT

The terms of your appointment shall be as follows:

1. **Appointment**

1.1 You have been appointed as an Independent Director on the Board of Huhtamaki India Limited (HIL) with effect from _____and as Additional Director shall continue as Director till ensuing Annual General Meeting of the Company. The Board has approved your appointment for period of five years effective _____, subject to approval of Shareholders in the ensuing Annual General Meeting. Your appointment shall be governed by the provisions of the Companies Act, 2013 and SEBI (Listing Obligations and Disclosures Requirements) Regulations, 2015, as amended from time to time ("LODR"). Your appointment is also subject to maximum permissible directorships that one can hold as per the provisions of the Companies Act, 2013 and the LODR.

1.2 The term Independent Director should be construed as defined under the Companies Act, 2013 and LODR.

1.3 The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and LODR. Accordingly, the Independent Directors will serve for not more than two consecutive terms of maximum five years each on the Board of the Company. The Company is at liberty to disengage Non Executive Independent Director earlier subject to compliance of relevant provisions of Companies Act, 2013.

2. **Committees:**

The Board of Directors (the Board) may, at its discretion, invite you for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. Your appointment on such Committee(s) will be subject to the applicable regulations.

3. **Time Commitment**

3.1 As an Independent Director you are 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. The Board meets at least

four times in a year. The Audit Committee also meets at least four times in a year. Besides, there are other Committee meetings like Nomination and Remuneration Committee meetings and Stakeholders Relationship Committee, which are convened as per the requirement to comply with provisions of the Companies Act, 2013 and LODR. You will be expected to attend Board, Board Committees to which you may be appointed and Shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively. Ordinarily, all meetings are held in Mumbai and meetings could be attended by video conferencing except when not permitted under the provisions of the said Act.

3.2 By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

4. **Role and Duties**

Your role and duties will be those normally required of an Independent Director under the Companies Act, 2013 and LODR. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

I. You shall act in accordance with the Company's Articles of Association.

II. You shall 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 interest of the Company.

III. You shall discharge your duties with due and reasonable care, skill and diligence.

IV. You shall not involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.

V. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.

VI. You shall not assign your office as Director and any assignments so made shall be void.

The Non-Executive Independent Directors are also required to abide by the provision of 'Code of Independent Directors' as provided in Schedule IV of the Companies Act, 2013.

5. **Status of Appointment**

5.1 You will not be an employee of the Company and this letter shall not constitute a contract of employment. You 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 approved by the Shareholders from time to time.

5.2 In addition to sitting fees and subject to the consideration and approval of the Board, Non-Executive Independent Directors may also be paid remuneration with an upper ceiling limit of 1 % of Net Profit for all Board Members.

6. **Reimbursement of Expenses**

In addition to the remuneration described in paragraph 5, the Company will, for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties as per the rules of the Company.

7. **Conflict of Interest**

7.1 It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment commencing, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment, and update when any change happen.

7.2 In the event that your circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgement that you are independent, this should be disclosed to both the Chairman and Compliance Officer.

8. **Confidentiality**

All information acquired during your appointment is confidential to HIL and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by the rules of any stock exchange or regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by HIL.

Your attention is also drawn to the requirements under the applicable regulations and the HIL Insider trading Code which concerns the disclosure of price sensitive information and dealing in the securities of HIL. Consequently, you should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Chairman or the Compliance Officer.

9. **Disclosure of Interest**

The Company must include in its Annual Accounts a note of any material

interest that a Director may have in any transaction or arrangement that the Company has entered into. Such interest should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record your interest appropriately and our records are updated.

10. **Evaluation**

The Company has a policy on Board Evaluation. The policy provides for evaluation of the Board, the Committees of the Board and individual Directors, including the Chairman of the Board. As per the Policy, the Company will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis. Your appointment and re appointment on the Board shall be subject to the outcome of the yearly evaluation process.

11. **Termination**

a. 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.

b. Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013, LODR and the Articles of Association of the Company, from time to time in force. You will not be entitled to compensation if the shareholders do not re-elect you at any time.

12. **Governing Law:**

Your appointment is governed by and will be interpreted in accordance with Indian law and shall be subject to the jurisdiction of the Indian courts.

If you are willing to accept these terms of appointment relating to your appointment as a Nonexecutive Independent Director of HIL, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.