

LETTER OF APPOINTMENT
PRIVATE AND CONFIDENTIAL

To: [•]
Address: [•]

Date: [•]

Dear Sir,

Subject: Appointment as an independent director.

We are pleased to inform you that your appointment as an independent director of Tenneco Clean Air India Private Limited (“**Company**”) has been approved by the board of directors of the Company (“**Board**”) at its meeting held on May 5, 2025, subject to the approval of the shareholders of the Company in accordance with applicable law.

*For the avoidance of doubt, the term “Independent Director” should be construed as defined under the Companies Act, 2013 (“**Companies Act**”) the applicable provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, (“**SEBI Regulations**”), (including any amendment(s) or re-enactment(s) thereof) and other laws which will be applicable to the Company from time to time.*

Set out below are the terms and conditions of your appointment:

1. APPOINTMENT

- 1.1 Your appointment shall be for an initial term of 3 (three) years with effect from [•], subject to approval by the shareholders of the Company in the forthcoming meeting of the shareholders of the Company in accordance with applicable law.
- 1.2 As an independent director of the Company, you are not liable to retire by rotation.
- 1.3 You may be required to serve on one or more committee(s) constituted / to be constituted by the Board from time to time. You will be provided with the relevant terms of reference on your appointment on such committee(s). You may also be required to serve on the board of directors of any of the Company’s subsidiaries and any committee(s) thereof. Any such appointment will be covered in a separate communication/ letter to you.

2. TIME COMMITMENT

- 2.1 As an independent director, we look forward to you bringing objectivity and independence of view to the Board’s discussions and to help the Board with effective leadership in relation to the Company’s strategy, performance, and risk management and high standards of financial probity and corporate governance.
- 2.2 You are expected to devote such time as is prudent and necessary for the proper performance of your role, duties, and responsibilities as an independent director on the Board of the Company. This will include attendance at Board and committee meetings, shareholders’ meetings (if required), meetings of independent directors of the

Company and such other meetings of the Company to which you are invited. The Board/ committee meetings will normally be held at the Company's corporate office situated in Gurgaon, Haryana but may also take place in other locations and/or virtually, as decided by the Board from time to time in accordance with the applicable law and the articles of association of the Company, as amended from time to time ("AoA").

- 2.3 By accepting this appointment, you confirm that, despite all of your other commitments, you will allocate sufficient time to the Company to effectively discharge your responsibilities as an independent director on the Board.

3. ROLES AND DUTIES

- 3.1 You are expected to perform your duties (whether statutory, fiduciary, or common law) faithfully, diligently and to a standard commensurate to your role and your knowledge, skills, and experience.
- 3.2 You shall perform in your role as an independent director on the Board of the Company having regard to relevant obligations under prevailing law and regulations.
- 3.3 As per the requirements of your role and in compliance with applicable law, you would be required to review the performance of the Board as a whole, and the non-independent directors of the Company, on an annual basis.
- 3.4 You are expected to abide by the "Code for Independent Directors" as outlined in Section 149(8) and Schedule IV of the Companies Act and discharge duties of directors, including the fiduciary duties provided under Section 166 of the Companies Act and other applicable laws.
- 3.5 In the event the Company's equity shares are listed on any recognized stock exchanges in India, you shall also be bound by the duties of directors under the regulations issued by the Securities and Exchange Board of India ("SEBI"), and specifically those duties identified under the SEBI Regulations.
- 3.6 In the event the Company files a red herring prospectus with SEBI in relation to its initial public offering, you shall also be bound by the SEBI (Prohibition of Insider Trading) Regulations, 2015 ("**Insider Trading Regulations**").
- 3.7 You shall, at all times, comply with the code of business ethics that the Company expects its directors and employees to follow.
- 3.8 Unless the Board specifically authorises you to do so, you shall not enter into any legal or other commitment or contract on behalf of the Company.
- 3.9 Additionally, you will not participate in any business activity which might impede the application of your independent judgment in the best interests of the Company.

4. STATUS OF APPOINTMENT AND REMUNERATION

- 4.1 You will not be an employee of the Company, and this letter shall not constitute a contract of employment.
- 4.2 Subject to the provisions of applicable law, including Section 197 of the Companies Act, SEBI Regulations, and the AoA, you will be entitled to receive from the Company

an aggregate amount of [•] per annum, which shall comprise of the sitting for each meeting of the Board and the committee(s) of the Board of which you are a member, attended by you, and an annual profit-related commission, which amount shall be payable to you by the Company in four equal instalments on the expiry of each quarter of a financial year.

- 4.3 The Company will reimburse you for all reasonable expenses incurred by you in connection with your travel and accommodation for attending meetings of the Board and its committees of which you are a member and in performing the other duties of your office.
- 4.4 All payments to be made to you, shall be subject to deduction of tax (including, but not limited to, tax deducted at source, in accordance with the provisions of the (Indian) Income Tax Act, 1961) and any other statutory deductions. You shall be responsible for payment of any taxes in relation to the remuneration received by you from the Company over and above the tax required to be deducted at source by the Company.

5. OUTSIDE INTERESTS

- 5.1 As a condition precedent to commencement of your appointment, you are required to declare any directorships and other interests you may have in other entities to the Board in writing in the prescribed form. You are required to submit this declaration to the Board at (i) the first Board meeting in which you participate as an independent director of the Company and thereafter at the first Board meeting in every financial year, and (ii) if there is any change in the declaration already made, then at the first Board meeting held after such change. You are also required to submit a declaration to the Board that you meet the criteria for independence as specified under applicable law, including Section 149 of the Companies Act, at (i) the first Board meeting in which you participate as an independent director of the Company and thereafter at the first Board meeting in every financial year; and (ii) whenever there is any change in the circumstances which may affect your status as an independent director on the Board of the Company.
- 5.2 It is accepted and acknowledged that you may have other business interests and that you have declared any conflicts of interest that are apparent at present. If you become aware of any potential or actual conflict of interest, as applicable or of circumstances

that might lead the Board to revise its judgment that you are independent, these should be promptly disclosed to the Board as soon as you become aware of them.

- 5.3 You are expected to make appropriate disclosures as may be required under applicable law, including the Companies Act, SEBI Regulations, Insider Trading Regulations and the AoA.

6. CONFIDENTIALITY

- 6.1 You hereby agree and acknowledge that during the course of your employment with the Company, you will have access to Confidential Information (*defined below*) of the Company and/or its affiliates, including its clients and customers, which is confidential or is commercially sensitive or which may not be readily available to competitors or the general public and which, if disclosed, would be likely to cause harm to the Company.

The term “**Confidential Information**” includes, without limitation, (A) documents, research material, drawings, data, sketches, plans, marketing and other programs, trade secrets, specifications, software developed for use of any operating system or machine, all modifications, enhancements and versions with respect thereto, financial information, business plans, technological and strategic initiatives, details of suppliers and customers, pricing and credit techniques, information concerning dealings, transactions or affairs of the Company or any of its affiliates, design know-how, discoveries, research and development activities, processes, concept and ideas including, without limitation, the nature and results of research and development activities, books and records, formulas, products, patent, inventions and computer-related equipment or technology of the Company, and its subsidiaries and affiliates, their suppliers, agents or distributors, or of any client or prospective client of the Company (whether conveyed in written, oral or electronic form, and whether such information is furnished before, on or after the date of this letter); (B) information that is deemed to be confidential under applicable law; and (C) information regarding the terms of this letter;

- 6.2 You hereby undertake, during the term of your employment and even on expiry or termination thereof: (i) not to use any of the Confidential Information for any purpose other than for or in connection with your role with the Company; (ii) not to download, copy or extract any data, computer database or information from the Company’s computer, computer system or computer network, including information or data held or stored in any removable storage medium, for personal gain or that of any other person; and (iii) that any dissemination of Confidential Information by you shall be only in connection with your role with the Company, and shall be only to the employees, agents or affiliates of the Company on a strict need-to-know basis in order to carry out the duties and responsibilities arising out of your role with the Company, and at all times in compliance with applicable law (including without limitation, the Insider Trading Regulations).
- 6.3 You understand that the Confidential Information is of extreme importance to the Company and any divulgence of such Confidential Information will cause irreparable loss and harm to the Company, including serious damage to its business.
- 6.4 You shall be required to give a prior notice to the Board before making any disclosures of Confidential Information in pursuance of compliance with a legal requirement. You confirm to direct media queries (if any) in connection with the Company to the appropriate spokesperson within the Company. On the request of the Board, you shall surrender any documents and other materials made available to you by the Company. You confirm that all Confidential Information is, and must remain, the exclusive property of the Company.
- 6.5 Your obligations under this Clause 6 shall survive cessation of your directorship with the Company.

7. INDUCTION AND DEVELOPMENT

You shall be required to attend induction programs as and when conducted by the Company from time to time which may include any or all of the following:

- (a) familiarization with the roles, duties, responsibilities, and rights of an independent director vis-à-vis the Company and the Board;

- (b) familiarization with the Company's vision, strategic direction, core values, ethics, and corporate governance practices;
- (c) familiarization with financial matters of the Company, nature of industry in which the Company operates, business model of the Company, management team and business operations; and
- (d) meetings with stakeholders, visits to business locations and meetings with senior and middle management.

8. INSIDE INFORMATION AND DEALING IN THE COMPANY'S SHARES

During your period of appointment, you are required to comply with the provisions of applicable regulations, guidelines, and codes in relation to dealing in the Company's securities, and any such other code(s) and policy(ies) as the Company may adopt from time to time which sets out the terms for dealings by directors in the Company's securities.

9. REVIEW PROCESS

The performance of independent directors of the Company will be evaluated by the Board annually in accordance with applicable law. Your re-appointment on the Board and/ or continuation of your appointment shall be subject to the outcome of such yearly evaluation process.

10. INSURANCE

The Company has availed a directors' and officers' liability insurance, and it intends to maintain such insurance for the full term of your appointment.

11. CHANGE IN PERSONAL DETAILS

During your term as an independent director on the Board of the Company, you shall promptly intimate the company secretary and the compliance officer of the Company in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

12. GOVERNING LAW AND JURISDICTION

Your appointment as an independent director on the Board of the Company and any dispute or claim arising out of or in connection with this letter of appointment shall be governed by and construed in accordance with the laws of India.

13. REPRESENTATION, WARRANTIES AND COVENANT

13.1. You hereby represent and warrant to the Company that:

- (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 obligation with respect to the subject matter contained herein;

- (b) you have a valid director's identification number as prescribed under applicable law;
 - (c) you are not disqualified from being appointed as a director on the Board of the Company under applicable law, including the Companies Act;
 - (d) the disclosures made by you in relation to your appointment as an independent director on the Board of the Company are true and complete, and are in accordance with the applicable law; and
 - (e) you meet the criteria of independence as provided in Section 149(6) of the Companies Act and the SEBI Regulations.
- 13.2. You shall, at all times, ensure that the number of directorships held by you complies with the limits prescribed under Section 165 of the Companies Act and the SEBI Regulations.

14. CESSATION

- 14.1 Your appointment as an independent director on the Board of the Company will cease automatically on the expiry of the term of appointment as provided in Clause 1.1 above.
- 14.2 Continuation of your appointment is contingent on you getting re-elected by the shareholders of the Company in accordance with the provisions of applicable laws including the Companies Act, SEBI Regulations and the AoA.

Please indicate your acceptance of these terms by signing and returning the attached copy of this letter.

For and on behalf of **Tenneco Clear Air India Private Limited**

Name: Arvind Chandrasekharan

Title: CEO

I confirm and agree to the terms of my appointment as an independent director on the board of directors of **Tenneco Clean Air India Private Limited** as set out in this letter.

Signed on _____ by

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