

Goodyear India Limited

Corporate Office :

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Letter of Appointment

August 13, 2020

To,

Mr. Rajeev Kher
Building 2012, ATS One Hamlet,
Sector 104, Gautam Buddha Nagar,
Noida, Uttar Pradesh-201301

Dear Sir,

Sub: Appointment as an Independent Director

We are pleased to inform you that your appointment as an Independent Director of the Company has been approved by the Members of the Company at the 59th Annual General Meeting held on August 13, 2020, for a term of five (5) consecutive years effective from March 06, 2020 till March 05, 2025.

This letter of appointment is a contract for service and is not a contract of employment and sets out the terms and conditions covering your appointment:

1. As an Independent Non-Executive Director, you are expected to 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 ensuring high standards of financial probity and corporate governance.
2. Basis your expertise and experience, you will 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 as defined under the Company's policies, Articles of Association of the Company, the Companies Act, 2013 including Rules thereunder (the Act) and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (SEBI Regulations). You are required to adhere to the "Code of Conduct for Directors and Key Managerial Personnel" (read in conjunction with Goodyear's Global Business Conduct Manual) and "Code for Independent Directors" in terms of SEBI Regulations read with Section 149 and Schedule IV of the Act.
3. Your tenure is subject to meeting the requisite criteria for being an Independent Director. You will continue to provide periodic declaration of your independence, as required under the Act and applicable SEBI Regulations. In case you ceased to be Independent, you should inform the Company immediately.
4. You may have business interests other than those of the Company. Please ensure that the Company is kept informed of any changes to your interests so that the Company can ensure compliance with the applicable laws.
5. You are expected to attend all the meetings of the Board and the Committees of which you are a member or chairperson and Shareholder meetings, unless you have a genuine reason for excusing yourself from the attending any of the meeting. You will continue to be the member/chairperson in the Board Committee(s) as has been approved by the Board of Directors and the Board may revise your membership in any of its Committee(s) as may be required from time to time.



No contract is valid unless signed by a duly authorised officer of the company

Regd. Office : Mathura Road, Ballabgarh, (Dist. Faridabad) - 121004, Haryana

CIN : L25111HR1961PLC008578

6. You will 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 of Directors annually, without your participation.
7. You will be paid Sitting Fees for attending the meetings of the Board of Directors and Committee(s) thereof, as may be applicable to the Directors from time to time. TDS, if applicable, shall be deducted on the Sitting Fees as per the applicable tax laws. The Company will reimburse you for your expenses incurred to attend the meetings of the Board of Directors and its Committees subject to submission of required documentation as per the Company policy.
8. The Company provides Directors & Officer (D&O) liability insurance which covers all its Directors and Officers.
9. 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 be required 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. You being a Designated Person are required to comply with the Company's Policy on Insider Trading and the requirements under the Act and SEBI Regulations, 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.
11. In the event you propose to resign as an Independent Director of the Company, please provide a reasonable notice with detailed reasons and a confirmation that there are no such material reasons other than those provided in the notice.

Your appointment and all the terms as mentioned above shall be governed by the Companies Act, 2013 and Rules made thereunder and Corporate Governance requirements under the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time.

The Board of Directors has requisite powers and authority to update and amend the above terms & conditions from time to time and such update/amendment will be informed to you in advance.

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 subject to the exclusive jurisdiction of the Courts at Delhi.

For and on behalf of Goodyear India Limited

Sd/-

Rajeev Anand
DIN: 02519876
(Chairman)