



September 30, 2019

Mr. Sanjay Sharma
C-65, Block C,
Inderpuri,
New Delhi – 110 012.

Sub.: Your appointment as an Independent Director on the Board of the Company

Dear Sir,

We are pleased to inform you that the members of the Company at their 26th Annual General Meeting held on September 30, 2019 have approved your appointment as an Independent Director on the Board of the Company. This letter sets out terms of your appointment as an Independent Director.

1. APPOINTMENT

Your appointment shall be for a period of 5 years effective from December 5, 2018. Your appointment shall be valid subject to compliance with the provisions of the Companies Act, 2013 and other applicable laws. As an Independent Director you will not be liable to retire by rotation.

2. COMMITTEES

The Board of Directors may, if it deems fit, 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 rules and regulations.

3. ROLE & DUTIES

- a) Your role and duties as an Independent Director would be as provided in the Companies Act, 2013 read with applicable rules, listing agreement and other applicable laws.
- b) There are certain duties prescribed for all Directors which are fiduciary in nature. As member of the Board you along with the other Directors will be collectively responsible for such duties as under:
 - i) 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 interests of the Company, its employees, the shareholders, the community and for the protection of environment.
 - ii) You shall exercise your duties with due and reasonable care, skill and diligence and shall exercise independent judgment.

ETT LIMITED

Express Trade Towers 3, UB, 79, Sector 34, Expressway, Gurgaon 122 001 (HR), India T: +91 124 425 7575
CORPORATE HQ Express Trade Towers 2, UB Tower 3, B-36, Sector 132, Expressway, Noida 201 301 (UP), India T: +91 120 256 7575 F: +91 120 255 7574
REGD. OFFICE UB, 17, Hemkunt Colony, Opp Nehru Place, New Delhi 110 048, India T: +91 11 4656 7575
E: info@ettgroup.in W: www.ettgroup.in CIN : L22122DL1993PLC123728



- iii) You shall not involve 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.
 - iv) You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners, or associates.
 - v) You shall not assign your office as Director.
- c) As an Independent director you shall abide by the Code of Independent Director as enumerated under Schedule IV of the Companies Act, 2013.
- d) As an Independent Director you shall provide guidance in the area of your expertise. You are expected to devote sufficient time for performance of role and duties as an Independent Director.

4. CONFIDENTIALITY

You are expected to maintain the confidentiality of the proceedings of the Board and Committee meetings. You shall not disclose confidential information in your possession unless expressly approved by the Board or required under any law.

5. CODE OF CONDUCT

The Company has in place a Code of Conduct to be observed by Directors and Senior Employees.

The Code of Conduct is also placed at web site of the Company. As a Director, you are required to comply with Company's Code of Conduct.

6. CONFLICT OF INTEREST

- a) You may have business or other interests other than those of the Company. In the event that such interest gives rise to situation of conflict of interest which require the judgment of the Board that you are Independent. You will promptly disclose to the Board any change in circumstances which may affect your status as an Independent Director.
- b) You will neither serve on the Board nor take any assignment or employment with competing entities.

7. SITTING FEES

You will be entitled to a Sitting Fee of Rs. 2,500/- for every Board Meeting attended by you.

8. SEPARATE MEETINGS

- i) The Independent Directors of the Company shall hold at least one meeting in a year, without the attendance of non-independent directors and members of management.
- ii) All the Independent Directors of the Company shall strive to be present at such meeting.



9. EVALUATION SCHEME

The performance evaluation of Independent Directors shall be done by the entire Board of Directors, excluding the director being evaluated.

10. DISCLOSURES, OTHER DIRECTORSHIPS

During your tenure, you agree to promptly notify the Company of any change in your Directorships and provide such other disclosures and information as may be required under the applicable laws.

11. TERMINATION

Your Directorship on the Board of the Company shall terminate or cease in accordance with law.

12. CHANGES OF PERSONAL DETAILS

During the term, you shall promptly intimate the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

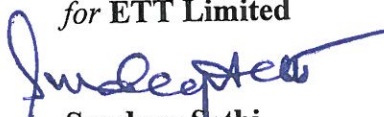
13. MISCELLANEOUS

- i) This letter represents the entire understanding and constitutes the whole agreement, in relation to your appointment and supersedes any previous agreement between yourself and the Company with respect thereto.
- ii) No waiver or modification of this letter shall be valid unless made in writing and signed by you and the Company.
- iii) This letter shall be disclosed on the website of the Company.
- iv) This letter is governed by and will be interpreted in accordance with Indian laws and will be subject to jurisdiction of the Indian courts.


Please confirm your acceptance by signing and returning the duplicate copy of this letter.

Yours truly,

for ETT Limited


Sandeep Sethi
Managing Director
DIN: 00053915

Agreed & Accepted


Sanjay Sharma
DIN: 01377729