

Dated: _____

Mr/Ms

Dear Sir/Madam,

Sub: **Appointment as an Independent Director**

I am pleased to inform you that the members of the Company on _____, have appointed you as an Independent Director of the Company. This letter sets out the terms of your appointment.

1. Term of Appointment

In accordance with the provisions of the Companies Act, 2013 and other applicable laws, you will serve as an Independent Director of the Board for a period of ____ years from _____ to _____ .

2. Board Committees

As advised by the Board, during the tenure of office, you may be required to serve on one or more of the Committees of the Board.

You have presently been nominated to serve on the following Committees:

- a.
- b.
- c.

3. Training of the Board

Presentations are made by executive Directors / senior managerial personnel. The presentations cover an overview of our strategy and operations to familiarize the new inductees about the strategy, operations and functions of our Company. The induction program will provide an opportunity to interact with the senior leadership of the Company and help the inductees understand the Company's strategy, operations, service and product offerings, markets, software delivery, organization structure, finance, HR, technology, quality, facilities and risk management.

4. Functions and Duties, Code of Conduct for Directors, Code for Independent Directors and Code of Conduct for prevention of Insider Trading for Directors and Employees

You will be expected to perform your duties, whether, fiduciary or common law, faithfully, efficiently and diligently to a standard commensurate with both the

functions of your role and knowledge, skills and experience. You will have all the usual duties of an Independent Director under the Act, Listing Regulations and other applicable laws, including attendance at board meetings, the annual general meeting, meetings of Independent Directors, meetings with investors and shareholders and other Board events together with such additional duties as may be agreed with the Board and may relate to the business of the Company. You will be expected to devote appropriate preparation and travel time ahead of each meeting.

As a Director of the Company, you will have legal duties and obligations under the Act and Listing Regulations. It is expected that you will also familiarize yourself with the relevant Directors' Duties, Roles and Responsibilities as set out in the Code of Conduct of the Company, Code for Independent Directors and Code of Conduct for Prevention of Insider Trading for Directors and Employees and abide with the same. You are also expected to familiarize yourself with the policies adopted by the Board which have been provided to you separately.

5. **Liability**

As an Independent Director you will be liable only in respect of such acts of omission or commission by the Company which have occurred with your knowledge, attributable through Board processes and with your consent or connivance or where you had not acted diligently.

6. **Technology**

Being a Director, you may make use of video, telephone, electronic mail, any other technology which permits each Director to communicate with every other Director or any combination of these technologies for the purpose of calling and holding Directors' meetings.

You may attend the Board or Committee meeting through video conferencing or other audio visual means subject to the applicable provisions of the Act and Listing Regulations.

7. **Conflict of Interest**

It is expected that you will not serve on the Boards of competing companies. By accepting this appointment you will be deemed to have confirmed that any other position you hold including your directorships in other organizations, shall not give rise to any conflicts of interest in relation to your appointment as an Independent Director of the Company. Should you become aware of any conflict or potential conflict during your appointment, you are expected to notify the Company Secretary.

As an Independent Director you shall not engage in any activities that are not expected from you as an Independent Director. Apart from the applicable law and good corporate governance practices, there are no other additional limitations.

8. Disclosures

You shall be required to submit certain information in the prescribed forms on a defined periodicity. The Company Secretary shall be the coordinating officer for the same.

You are required to disclose to the Company your interests and any matters (excluding those matters which may be subject to legal professional privilege) which affect your independence.

During your tenure as an Independent Director you are required to give a declaration that you meet the criteria of independence every financial year as provided under Act and Listing Regulations.

9. Independent Directors' discussion

The Board's policy is to have regular "Independent Directors only" meetings so that they can have a full and frank discussion on the performance of the Company, risks faced by the Company, and the performance of executive members of the Board including the Chairperson. The Independent Director presiding over such meetings may invite the Chairman, any Executive Director and any senior management personnel to make presentations on relevant issues.

10. Director's Fees

You shall be paid sitting fees as determined by the Board for attending each meeting of Board as well as the Committee meetings attended by you, as per the provision of Act, Listing Regulations and the Articles of Association of the Company.

The Company shall reimburse you all travelling, hotel, and other incidental expenses properly and reasonably incurred by you in performance of duties as per provisions of the Act in conjunction with the Company rules and policies.

11. **Review**

The performance of individual Directors, the whole Board and its Committees is evaluated annually, if, in the interim, there are any matters which cause you concern about your role you should discuss them with any other Independent Director as soon as you can.

12. **Induction and Training**

Wherever possible, Directors will be encouraged to attend special training courses by various professional bodies to ensure that the Directors are refreshed and equipped to perform their role in the highest standards and performance possible. You should feel free to request any further information which you require, at any time.

13. **Indemnity and Insurance/ Provision For Directors And Officers (D&O) Insurance**

The Company has obtained a Director's Officers' liability insurance Policy for you. Details of the same will be provided by the Company Secretary.

14. **Confidentiality and Access to Company Records**

Under the Act Directors have a right of access to Company's documents and records, including financial records.

Any confidential information which may come to your knowledge in the performance of your duties as a Director of the Company must not be divulged, except so far as:

- (a) may be necessary in connection with the proper performance of your duties to the Company;
- (b) the Company may from to time authorize you to disclose such information as may be required by you with the condition that you will take all reasonable precautions as may be necessary to maintain the secrecy and confidentiality of all confidential information of the Company; or
- (c) you may be required by law to disclose.

15. **Applicable Law**

This letter of appointment shall be governed by the laws of India.

16. Termination

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 to the Board stating the reason for your resignation. Your termination would be effective from the date of receipt of the notice by the company or any other date specifically mentioned in your notice.

Your appointment may also be terminated in accordance with the provisions of the Act, Listing Regulations and the Articles of Association of the Company or as per the order of any statutory regulator.

This letter is issued in duplicate. You are requested to return us duplicate copy duly signed by you as a token of acceptance of your appointment. We are confident that the Board and the Company will be immensely benefitted from your rich experience.

Yours sincerely,
For Kewal Kiran Clothing Limited

KEWALCHAND P. JAIN
CHAIRMAN & MANAGING DIRECTOR

I have read and agree to the above terms regarding my appointment as an Independent Director

Signature

Name:
DIN:
Date:
Place: