

Draft letter of appointment issued to the Independent Director

Date

(Name of Independent Director)

(Address)

Dear Sir/Madam,

On behalf of M/s. Scoobee Day Garments India Ltd, I am pleased to inform you that the shareholders of the Company have approved your appointment as an Independent Director of the Company at the ____ General Meeting held on _____ pursuant to the provisions of the Companies Act, 2013 and other applicable laws.

Your appointment as a Non-executive Independent Director will be till _____. You shall not be liable to retire by rotation as per the relevant provisions of the Companies Act, 2013.

Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013.

Your terms of appointment should be construed as defined under the Companies Act, 2013

Committees

The Board of Directors (the Board) may, if it deems fit, invite you to serve on one or more of the committees. Your appointment on such committee(s) will be subject to applicable Regulations and charter of the respective committee.

Expectations of the Board

Time Commitment: You are expected to bring objectivity and independence of view to the Board's discussions and to help in providing 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 atleast four times in a year. Whereas other Committees like Audit Committee, Nomination and Remuneration Committee, and other Committee meetings are also regularly as may be decided from time to time. 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.

Disclosure of Interest: You should give us required disclosure as prescribed under the statutes. The Company Secretary will co-ordinate with you for getting such disclosures from time to time. Further furnish us the annual declaration that you meet the criteria of Independence as per Companies Act, 2013. Further update promptly, wherever there is change in circumstance which may affect your status of Independence.

Role and Duties

As a Non-Executive Independent Director of the Company you shall act in accordance with the provisions of the Companies Act, 2013, and in accordance with the Articles of Association of the Company.

The fiduciary duties of Executive and Non-Executive directors are as under:

- 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.
- Exercise duties with due and reasonable care, skill and diligence and exercise independent judgment.
- Not involve in a situation where there is a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the company.
- Not achieve or attempt to achieve any undue gain or advantage either to himself or to your relatives, partners, or associates
- Not to assign your office as Director.

In addition to the above, the role of the Non-Executive Independent Director has the following key elements:

You will constructively contribute in the development of the Company strategy

You should scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;

You should satisfy yourself that financial information is accurate and that financial controls and systems of risk management are robust and defensible.

You should determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management;

Evaluation Process:

As a member of the Board, your performance as well as the performance of entire Board and its Committee's shall be evaluated annually. Evaluation of each Director shall be done by all the other Directors.

Code of Conduct:

You will follow the Company's Code of Conduct and furnish the annual affirmation of the same. You will apply the highest standard of confidentiality and not disclose to any person or company either during the course of the tenure as an Independent Director or following cessation, any confidential information concerning the Company and Group Companies with which you come into contact by virtue of your position as a Director except as permitted by law or with prior clearance from the Chairman or Company Secretary

Prohibition on Insider Trading:

Directors are prohibited from dealing in the Company's shares during the period when the trading window is closed. Further, directors, being designated officers of the Company for the purpose of insider trading guidelines, are to pre-clear all trades (buy/sell/gift) from the Compliance Officer. You are required to comply with the applicable insider trading laws and regulations. You are also required to comply with Company's Code of Conduct and Ethics.

Induction and Training:

The Company will conduct a formal induction program to provide suitable training to Independent Directors to familiarise them with the Company, their roles, rights, responsibilities in the Company, nature of the industry in which the Company operates, business model of the Company, etc.

The Independent Directors will be encouraged to attend special training courses to perform their role in highest standards and to continually update their skills and knowledge. The details of such training programs shall be given in the Annual Report of the Company from time to time.

Remuneration:

Your appointment is not as an employee of the Company and this letter does 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. Further, you will also be paid remuneration by way of commission as may be approved by the Board and the Shareholders from time to time.

You shall be entitled to the sitting fees approved to be paid to the Non - Executive and Independent Directors from time to time.

Governing Law:

As a token of your acceptance of the appointment as a non- executive Independent Director of the company, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Best Regards,
Yours Sincerely,

For Scoobee Day Garments (India) Limited
Name.....

I consent and acknowledge

Name:
DIN: