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## **Sub: - Appointment of Independent Director**

We thank you for confirming to us that you meet the independence criteria and satisfy all other eligibility conditions for appointment as an Independent Director of the Company as provided under Section 149, and other applicable provisions of the Companies Act, 2013 (“the Act”) and Regulation 16 of the Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”). We also thank you for consenting to hold office as an Independent Director of the Company.

It gives immense pleasure to inform you that the Board of Directors of V-Guard Industries Ltd. (the Company), at their meeting held on-----, has appointed you as an Additional Director, in the Non-Executive Independent category, with effective from ----- and subject to the approval of the members of the Company, at their -- Annual General Meeting scheduled to be held on ----- . As per the requirements of Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the appointment is being formalized and is a contract for service and not a contract of employment and we are privileged to issue this appointment letter to you.

### **1. Appointment**

You have been appointed as an Additional Director on the Board of the Company in the Non-Executive Independent category, for a term of five years effective from----- , and the appointment is subject to the approval of the shareholders at the -- Annual General Meeting. Once your appointment is approved by the shareholders, office of directorship shall not be liable to retire by rotation.

### **2. Induction to the Committees of the Board**

The Board of Directors (the Board) may, if it deems fit, invite you for being appointed on one or more Existing Board Committees or any such Committee that may be set up in the future. Your appointment on such Committee(s) will be subject to the applicable rules/regulations.

You will be provided the terms of reference of each of the Board Committees. Changes that will be made in the terms of reference of Board Committees from time to time will be communicated.

### **3. Role, Duties and Responsibilities**

As a member of the Board, you along with other Directors will be collectively responsible for meeting the objectives of the Board which include:

- Acting in accordance with the Company's Articles of Association and in good faith in order to promote the objects of the Company for the benefit of its members and in the best interests of the Company.
- Helping in bringing an independent judgment on the Board's deliberations especially on matters of strategy, performance, compliance, risk management, resources, key appointments and standards of conduct.
- Bring an objective view in the evaluation of the performance of Board and Management.
- Scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance.
- Ensure the integrity of financial information and satisfy that financial controls and the systems of risk management are robust and defensible.
- Safeguard the interests of all stakeholders, particularly the minority shareholders.
- 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.
- Moderate and arbitrate in the interest of the Company as a whole, in situations of conflict between Management and Shareholders' interest.
- Undertake appropriate induction and regularly update and refresh skills, knowledge and familiarize with the business of the Company. The Company will fund / arrange for training on all matters which are common to the whole Board.
- Seek appropriate clarifications or amplification of information and where necessary take and follow appropriate professional advice and opinion of outside experts at the expense of the Company.
- Strive to attend all meetings of the Board and of the Board Committees of which you are a member and the general meetings of the Company.
- Keep yourself well informed about the Company and the external environment in which it operates.
- Pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure that the transactions are entered in the interest of the Company.
- Ascertain and ensure that the Company has an adequate and functional vigil mechanism and that the interests of a person who uses such mechanism are not prejudicially affected on account of such use.

- Where you have any concerns about the running of the Company or a proposed action, ensure that these are addressed by the Board and in case the same is not resolved, insist that your concerns are recorded in the minutes of the Board meeting.
- Report concerns about unethical behavior, actual or suspected fraud or violation of the Company's code of conduct or ethics policy.
- Not disclose confidential information including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

#### **4. Directors' and Officers' (D and O) Liability Insurance**

The Company has taken Directors' and Officers' Liability Insurance policy and pays premium for the same. It is intended to maintain such insurance cover during the term of your appointment, subject to the terms of such policy in force from time to time. A copy of the policy document will be provided on request.

#### **5. Code of Conduct and Business Ethics for Directors and Senior Management**

You are required to follow the Company's Code of Conduct and Business Ethics for Directors and Senior Management and furnish an annual affirmation on the same. With the acceptance of this letter, you agree to comply with such charters and policies, as may be applicable to the Company and its Directors and acknowledge that you are in conformity with them.

#### **6. List of actions that are prohibited while functioning as a Director**

While functioning as a Director of the Company, you shall not:

1. compromise or allow to compromise "Independence"
2. engage in Insider Trading activities
3. misuse the assets, property, information or any other matter that may be in possession, in the capacity as a Director of the Company.
4. engage in any way (both directly or indirectly) with the competitors.
5. unfairly obstruct the functioning of an otherwise proper Board or committee of the Board.

#### **7. Information on meetings**

Generally, the Board meetings are held at the Company's Registered Office at Ernakulam. The Chairman of the Board, Managing Director and the Company Secretary, in consultation with the Chief Financial Officer (CFO), draft the agenda for each meeting, along with explanatory notes, and distribute it in advance to the Board members. Every Board member is free to suggest the inclusion of items on the agenda.

Normally, the Board meets once a quarter to review the quarterly results and other items on the agenda. The Board also meets during the annual shareholders' meeting. Additional meetings are held based on need. The Board, being represented by non-executive/independent directors from

various parts of the Country, it may not be possible for each one of them to be physically present at all the Board meetings. The Company provides video / teleconference facilities to facilitate participation.

## **8. Remuneration**

As an Independent Director, you shall be paid sitting fees for attending the meetings of the Board or Committee thereof, either personally or through video conference or other audio visual means or for any other purpose whatsoever as may be decided by the Board of Directors. The Commission, if any, to be paid to Directors shall be approved by BOD and/or shareholders from time to time.

The sitting fee or other fee as may be payable shall be subject to applicable tax deduction at source. In addition to the above, you will be entitled to reimbursement of all expenses for participation in the Board and other meetings. The Independent Director shall not be entitled to any Stock Option, unless permitted under the provisions of the Act and Listing Regulations.

## **9. Performance Appraisal / Evaluation Process**

As a member of the Board, your performance as well as the performance of the entire Board and its Committees shall be evaluated annually. Evaluation of each Director shall be done by all the other Directors. The criteria for evaluation shall be determined by the Nomination and Remuneration Committee. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board / Committee.

## **10. Training/ Familiarization**

- a. The Directors are provided with relevant literature such as Annual Reports, CSR and Sustainability Reports, Code of Conduct, etc. at the time of their appointment to familiarize them with the Company.
- b. Presentation are made at the Board and Committee meetings on economy & industry scenario, operational & financial performance of the Company, market share, risks & mitigation plans, initiatives on health & safety, CSR & sustainability, compliances, major litigation, regulatory scenario etc.
- c. The Directors will be invited to attend ongoing training, Directors Forum and familiarization sessions including site visits and market place.
- d. The Directors are provided with regular update on relevant regulatory changes and important legal cases. You may undertake appropriate induction to the Board and regularly update your skill and knowledge.

## **11. Data Bank Registration**

As an Independent Director, you must add your name in the data bank of independent directors before the appointment and shall pass an online proficiency self-assessment test conducted by

the Indian Institute of Corporate Affairs (IICA) within a period of two years from the date of inclusion of your name in the data bank, failing which, your name shall stand removed from the databank of the Institute, unless exempted.

## **12. Disclosures, Other Directorships and Business Interests**

During the term of your appointment, you are requested to notify the Company, any change in your directorships and such other disclosures and information as may be required under the applicable laws. You are also required to disclose any potential conflict of interest with your position as an Independent Director of the Company, which you may come across during the term of your appointment, to the Chairman and the Company Secretary.

During the term of your appointment, you are requested to provide a declaration under section 149(7) of the Companies Act, 2013, at the first meeting of the Board held after your appointment and thereafter at the first meeting of the Board held in every financial year and whenever there is any change in the circumstances which may affect your status as an Independent Director.

### **Change of personal details and updation**

During the term of your appointment, you are requested to 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 and update your KYC details with the Registrar of Companies and provide proof of same to the Company.

## **13. Conclusion of tenure and re-appointment**

Your directorship on the Board of the Company shall conclude on expiry of five years from the date of appointment, subject to the approval of members in the Annual General Meeting to be held on August 24, 2023. However, if you incur any disqualification in accordance with applicable laws before conclusion of tenure, your appointment shall be concluded before expiry of term.

You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by you in the notice. In case of resignation, you may file a copy of resignation along with detailed reasons for the resignation to the Registrar of Companies within thirty days of resignation.

If at any time during the term of appointment, due to any change in circumstances, your status as an Independent Director as envisaged in Section 149(6) of the Companies Act, 2013 is getting affected or you fail to meet the criteria for 'independence' as provided in Regulation 16(1)(b) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, you have to submit your resignation to the Company with effect from date of such change.

Re-appointment at the end of the term shall be subject to nomination and recommendation by the members of Nomination and Remuneration Committee and the Board of Directors and approval of the shareholders of the Company through a Special Resolution.

#### **14. General**

- All the terms mentioned in this letter of appointment 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
- 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 and without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied by law or custom.
- No waiver or modification of this letter shall be valid unless made in writing and signed by you and the Company.
- As per provisions of the Companies Act, 2013 and Regulation 16 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the terms and conditions of appointment of Independent Directors shall be open for inspection at the Registered Office of the Company by any member during normal business hours and shall also be posted on the Company's website.

#### **15. Acceptance of Appointment**

We are confident that the Board and the Company will benefit immensely from your rich experience. If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter.

Yours Sincerely

For V-Guard Industries Limited

Mithun K Chittilappilly  
Managing Director

I hereby acknowledge receipt of and accept the terms set out in this letter.

Name: -----

Signature: