

LETTER OF APPOINTMENT FOR INDEPENDENT DIRECTOR

To,

(Insert Name of Director)

Date:

(Insert Address)

Dear [*],

I am writing to confirm our decision to appoint you on the Board of Directors of Sanblue Corporation Limited (hereinafter referred to as Company) with effect from [*]. This letter of appointment sets out the terms and conditions covering your appointment which are as follows:

Terms & Conditions of Appointment of Independent Directors of the Company

- 1.1** You will be appointed as Non-Executive Independent Director on the Board of Directors of the Company w.e.f. [*]. Your appointment is subject to the approval by the shareholders as per under the provisions of the Companies Act, 2013. Your appointment is also subject to the maximum permissible Directorship that one can hold as per the provisions of the Companies Act, 2013 and the Listing Agreement.
- 1.2** The term Independent Director should be construed as defined under the Companies Act, 2013 and the Listing Agreement.
- 1.3** The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the Listing Agreement. Accordingly, the Independent Directors will serve for not more than two terms of five years each on the Board of the Company. The Company is at liberty to disengage Non Executive Independent Director earlier subject to compliance of relevant provisions of Companies Act, 2013.
- 1.4** You will not be an employee of the Company and this letter shall not constitute a contract of employment.
- 1.5** The Board of Directors (the Board) may, if it deems fit, invite you for being appointed on one or more existing Board Committee or any such Committee that is set up in the future. Your appointment on such Committee(s) will be subject to the applicable regulations.

1.6 Role and Responsibility are mentioned as per the Companies Act, 2013 and the Listing Agreement. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature

1.7 All information acquired during your appointment is confidential to Company should not be released, either during your appointment or following termination [by whatever means] to third parties without prior clearance from the Chairman unless required by law or by the rules of any stock exchanges or regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by the Company.

1.8 Your attention is also drawn to the requirements under the applicable regulations and the Company Share Dealing Code which concern the disclosure of price sensitive information and dealing in the securities of the Company. Consequently you should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Chairman or the Secretary.

1.9 The Company must include in its Annual Accounts a note of any material interest that a Director may have in any transaction or arrangement that the Company has entered into. Such interest should be disclosed no later than when the transaction or arrangement comes up at a Board Meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contracts with a particular person, firm or company is acceptable.

1.10 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 on the Board.

1.11 Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with the provisions of Companies Act, 2013 and the Articles of Association of the Company, from time to time in force. You will not be entitled to compensation, if the shareholders do not re-elect you at any time.

1.12 Your appointment may also be terminated in accordance with the provisions of the Articles of Associations of the Company from time to time in force.

1.13 This agreement is governed by and will be interpreted in accordance with Indian Law and your engagement shall be subject to the jurisdiction of the Indian courts.

Yours sincerely

Chairman

For and on behalf of Sanblue Corporation Limited