



Letter of Appointment

Date: _____

To,

Mr. / Mrs.

Address:

.....

.....

Dear Sir / Madam,

Sub.: Your Appointment as a Non-Executive Independent Director of the Company

We are pleased to inform you that based on the recommendation of Nomination and Remuneration Committee, approval of Board of Directors of Jay Jalaram Technologies Limited (the "Company") at their meeting held on _____ followed by the approval of shareholders of the Company received on _____, you have been appointed as a Non-Executive Independent Director of the Company for a consecutive period of 5 (five) years, effective from _____ to _____, not liable to retire by rotation.

This letter sets out the terms of your appointment as a Non-Executive Independent Director of the Company. This Letter of Appointment is a contract for service and is not a contract of employment.

1) Appointment:

Your appointment as a Non-Executive Independent Director of the Company is subject to the provisions of the Companies Act, 2013 (the "Act") read with the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulations") during the entire term of your appointment.

In compliance with provisions of Section 149(13) of the Act, your directorship is not subject to retirement by rotation.

Notwithstanding other clauses of this letter, the appointment may be terminated in accordance with the provisions of the Articles of Association of the Company or on failure to meet the parameters of independence as defined in Section 149(6) of the Act or on the occurrence of any event as defined in Section 167 of the Act or the SEBI Listing Regulations.

Upon termination or upon your resignation for any reason, duly intimated to the Company, you will not be entitled to any compensation for loss of office.

2) Independent Directors' Data Bank:

Based on the documents submitted by you, we note that you have registered yourself as an Independent Director in the Independent Directors' Data Bank as maintained by the Indian Institute of Corporate Affairs ("IICA") and your Registration Number is _____

You shall comply with the conditions mentioned in Rule 6 the Companies (Appointment and Qualification of Directors) Rules, 2014 as amended from time to time.





3) Term of Appointment:

You are appointed as a Non-Executive Independent Director of the Company for a consecutive period of five years, effective from _____ to _____, not liable to retire by rotation.

Your performance shall be evaluated by the Nomination and Remuneration Committee and also by the Board of Directors of the Company (the “Board”) annually. Your appointment shall also be governed by Section 149(6) the Act read with the provisions of Regulation 25 of the SEBI Listing Regulations as amended from time to time. Your appointment is also subject to the maximum permissible Directorships that an individual can hold as per the provisions of the Act and Rules made thereunder read with the SEBI Listing Regulations.

The term “Independent Director” should be construed as defined under Section 149(6) the Act read with the SEBI Listing Regulations.

4) Appointment as a Chairman / Member of the Committees:

You have been appointed as a Member of the following Committees of the Board of Directors of the Company:

Name of the Committees	Designation
Audit Committee
Nomination and Remuneration Committee
Stakeholders Relationship Committee

The Board of Directors of the Company may appoint you as a Chairman and / or Member of one or more Committee(s) that may be set up in the future. Your appointments in such Committee(s) shall be subject to the provisions of the Act and Rules made thereunder read with the SEBI Listing Regulations.

5) Skills, Experience and Knowledge of Independent Director:

An Independent Director shall possess appropriate skills, experience and knowledge in one or more fields of finance, law, management, sales, marketing, administration, research, corporate governance, technical operations or other disciplines related to Company’s business.

Based on the documents submitted by you to the Board of Directors of the Company, we came to know that you possess appropriate skills, experience and knowledge in one or more fields as mentioned in Rule 5 of the Companies (Appointment and Qualification of Directors) Rules, 2014.

6) Roles, Responsibilities and Duties of an Independent Director of the Company:

You are required to perform various roles and responsibilities and also to discharge various duties as are required to be performed and discharged by an Independent Director under Section 149 read with Schedule IV of the Act and Rules made thereunder and the SEBI Listing Regulations. There are certain roles, responsibilities and duties prescribed for Independent Directors, which are as under including but not limited to the following:

- a) You shall help in bringing an independent judgment on the Board’s deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;





- b) You shall bring an objective view in the evaluation of the performance of board and management;
- c) You shall scrutinise the performance of management in meeting the agreed goals and objectives and monitor the reporting of performance;
- d) You shall satisfy yourself on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
- e) You shall safeguard the interests of all stakeholders, particularly the minority shareholders;
- f) You shall balance the conflict of interest of the stakeholders;
- g) You shall moderate and arbitrate in the interest of the Company as a whole, in situations of conflict between management and shareholders' interest.
- h) You shall undertake appropriate induction and regularly update and refresh your skills, knowledge and familiarity with the Company;
- i) You shall seek appropriate clarification or information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the Company;
- j) You shall strive to attend all meetings of the Board of Directors and of the Board Committees of which you are a chairman and / or member and shall participate constructively and actively;
- k) You shall strive to attend the general meetings of the Company;
- l) In case you have any concerns about the running of the Company or a proposed action, you shall ensure that the same are addressed by the Board and, to the extent that they are not resolved, you shall insist that your concerns are recorded in the minutes of the Board meeting;
- m) You shall keep yourself well informed about the Company and the external environment in which it operates;
- n) You shall not unfairly obstruct the functioning of the Board or Committee of the Board;
- o) You shall pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure yourself that the same are in the interest of the Company;
- p) You shall ascertain and ensure that the Company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;
- q) You shall report concerns about unethical behaviour, actual or suspected fraud or violation of the Company's code of conduct;
- r) You shall assist in protecting the legitimate interests of the Company, shareholders and its employees;
- s) You shall continue to comply with DIR-3 KYC and other DIN related requirements under the Act;
- t) You further agree to keep the registration on Independent Directors' Data Bank valid and effective during your tenure;
- u) As a member of the Board, you, along with other Directors, shall be collectively responsible for all duties and responsibilities of the Board under applicable laws, which include:
 - the duties of directors as provided in the Act, including Section 166 of the Act;
 - the responsibilities of the Board in terms of Regulation 4(2)(f) of the SEBI Listing Regulations;
 - accountability under the Directors' Responsibility Statement in terms of Section 134(3)(c) of the Act; and
 - any other role, duties and responsibilities assigned by any of the Sections of any of the Act as well as SEBI Listing Regulations, as may be applicable to the Company from time to time.
- v) You shall abide by the Code for Independent Directors, prescribed under Schedule IV of the Act.
- w) You shall comply with the Company's Code of Conduct for Directors and Senior Management, weblink of which is:
https://www.koremobiles.com/storage/investor_relation/Code%20of%20Conduct%20for%20Directors%20and%20Senior%20Management_v3.pdf
- x) You shall comply with the Company's Code of Conduct to Regulate, Monitor and Report Trading by its Designated Persons and Immediate Relatives of Designated Persons, weblink of which is
https://www.koremobiles.com/storage/investor_relation/Code_of_Conduct_to_regulate_monitor_and_report_trading_by_its_Designated_Persons.pdf





7) Conflict of Interest:

It is accepted and acknowledged that you may have business interests with the Company. As a condition to your appointment, you are required to declare such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment.

In the event that your circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgement that you are independent, this should be disclosed to both the Chairman and the Company Secretary of the Company.

8) Independent Professional Advice:

There may be occasions when you consider that you need professional advice in furtherance of your duties as a Director and it will be appropriate for you to consult independent advisers at the Company's expense. The Company will reimburse full cost of expenditure incurred in accordance with the Company's policy.

9) Remuneration (Sitting Fee and Reimbursement):

You shall not be an employee of the Company and this letter shall not constitute a contract of employment. You will be paid only Sitting Fee for attending Meetings of the Board and its Committees as may be recommended by the Nomination & Remuneration Committee and approved by the Board of Directors of the Company from time to time.

In addition to Sitting Fee, the profit related commission (“commission”) may also be payable to you as and when recommended by the Nomination and Remuneration Committee, approved by the Board of Directors and also approved by the Members of the Company from time to time in accordance with the provisions of Section 197, 198 and other applicable provisions, if any, read with Schedule V of the Act. However, in determining the amount of this commission, the Board of Directors of the Company shall take into consideration the evaluation of your performance to be done by the Nomination and Remuneration Committee of the Company.

Further, the Company may pay or reimburse to you such expenditure, as may have been incurred by you while performing your role as an Independent Director of the Company. This could include reimbursement of expenditure incurred by you for accommodation, travel and any out-of-pocket expenses for attending Board and/or Committee Meetings in the furtherance of your duties as an Independent Director of the Company.

Further, you are not eligible to participate in any share-based scheme as and when declared and approved by the Company from time to time. No Stock Options will be granted to you by the Company as the same are prohibited under applicable laws.

10) Disclosures regarding other directorships and interests:

You are required to disclose to the Company your interests and any matters which may affect your independence. During the term of your appointment, you agree to promptly notify the Company of any change in your Directorships and provide such other disclosures and information of your interest as may be required under Section 184 read with Section 149 and Schedule IV of the Act and Rules made thereunder read with the SEBI Listing Regulations.





You also agree that upon becoming aware of any potential conflict of interest with your position as Independent Director of the Company, you shall promptly disclose the same to the Board.

Further, you shall, at the first Board meeting in which you participates as a director and thereafter at the first Board meeting of every financial year or whenever there is any change in the disclosures already made by you, then at the first Board meeting held after such change, disclose your concern or interest in the Company or any other company or companies or bodies corporate, firms, or other association of individuals which shall include your shareholding therein.

During the term of your appointment, you agree to promptly provide a declaration under Section 149(7) of the Companies Act, 2013 upon any change in circumstances which may affect the status as an Independent Director in addition to other disclosures as may be required under the Act and also as per Company's Codes and Policies.

11) Publication of The Letter of Appointment:

In line with provision of Clause IV sub clause 6 of Schedule IV, under Companies Act, 2013, the Company may make public the terms and conditions of your appointment and may also arrange for it to be displayed on the Company's website.

12) Confidentiality:

You must apply the highest standards of confidentiality and shall not disclose confidential information like any information relating to the Company's business, customers, suppliers, employees, intellectual property rights, brand partners, franchise partners, any undisclosed financial information, process flow charts, working plans of the Company etc., ("such information") which is not available in the public domain and to which you have access or possesses such information because of your position in the Company, unless such disclosure is expressly approved by the Board or required by law.

You shall not communicate, provide or allow access to any unpublished price sensitive information, that you may have access/ possess in course of your duties, relating to Company or its securities listed to any person save and except required in pursuance of legitimate purpose, performance of duties or discharge of legal obligations and abide the relevant SEBI (Prohibition of Insider Trading) Regulations, 2015 and other regulations applicable to the Company. The Company's confidential and proprietary information shall not be inappropriately disclosed or used for your personal gain.

Unpublished Price Sensitive Information means any information, relating to a Company or its securities, directly or indirectly, that is not generally available which upon becoming generally available, is likely to materially affect the price of the securities and including other non-disclosed information, not limited to financial results, dividends, change in capital structure, fund raising proposal, agreements which may impact the management or control of the Company, changes in KMP, resignation of Statutory Auditor or Secretarial Auditor etc.

You shall return all the documents and other materials to the Company on or before the last date of your appointment, which were made available to you by the Company during your tenure.

13) Changes in personal details:

During your tenure, you shall promptly intimate the Company Secretary of the Company and the Registrar of Companies in the prescribed manner, of any change in address, contact details, personal details etc.



14) Performance evaluation:

The Company shall carry out an evaluation of performance of the Board as a whole and of the Committees and directors of the Board on an annual basis or at regular intervals. The performance evaluation of Independent Directors shall be done by the entire Board, excluding the director(s) being evaluated.

15) Meeting of Independent Directors:

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

At such meeting, the Independent Directors shall:

- review the performance of non-independent directors and the Board as a whole;
- review the performance of the Chairperson of the Company, taking into account the views of executive directors and non-executive directors;
- assess the quality, quantity and timeliness of flow of information between the Company management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

16) Disengagement or Termination:

You may resign from the directorship of the Company by giving prior 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, whichever is later. Your directorship on the Board of the Company shall cease in accordance with law.

The Company may disengage your directorship prior to completion of your tenure subject to compliance of relevant provisions of the Act and the SEBI Listing Regulations upon:

- the change that may affect your status as an Independent Director as provided under Section 149(6) of the Act, or
- you fail to meet the criteria for "Independence" as provided under Section 149(6) read with Schedule IV of the Act and rules made thereunder read with the SEBI Listing Regulations.
- violation of provision(s) of any Code(s) or Policy(ies) of the Company as applicable to Non-Executive Independent Director; or
- violation of any relevant provisions of the Act and the SEBI Listing Regulations.

In the above situation(s), you shall promptly submit your resignation to the Company with effect from the date on which the above situation(s) arises.

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

The resignation or removal of an Independent Director shall be in the same manner as is provided in Sections 168 and 169 of the Act.

17) Governing Law:

All the terms, as mentioned above, including your appointment, role and functions, duties and evaluation shall be governed by the Act and rules made thereunder read with the SEBI Listing Regulations, as amended from time to time.





This letter of appointment constitutes the entire terms and conditions of your appointment and no waiver or modification shall be valid, unless made in writing and signed by you and the Company.

Your engagement with the Company is governed by and shall be construed in accordance with the Indian laws and your engagement shall be subject to the jurisdiction to the Courts of India.

18) Acceptance of Appointment:

Please confirm your acceptance of these terms and conditions by signing and returning the enclosed duplicate copy of this letter of appointment.

With best wishes,
Yours sincerely,
For Jay Jalaram Technologies Limited

Kamlesh Varjivandas Thakkar
Chairman cum Managing Director (DIN: 05132275)

ACCEPTANCE OF APPOINTMENT

I, _____ (DIN: _____), have read, understood, agreed and accepted the above terms and conditions of my appointment as a Non-Executive Independent Director of Jay Jalaram Technologies Limited.

Name:
Designation: Non-Executive Independent Director

Date:
Place:

