

## **Terms and conditions of Appointment of Independent Director**

### **1. APPOINTMENT:**

- a. You shall be an Independent Director on the Board of Directors of the Company (“**the Board**”) within the meaning of the provisions of the Act and the SEBI Listing Obligations and Disclosure Requirements) Regulations, 2015 (Listing Regulations) for a period of \_\_\_\_\_ years commencing from \_\_\_\_\_ to \_\_\_\_\_ which may be extendable thereafter subject to the approval of members with requisite majority in accordance with the provisions of the Act and the Listing Regulations.
- b. As an Independent Director of the Company you shall not be liable to retire by rotation.
- c. During your term as an Independent Director, you shall comply with all the applicable provisions of the Act including submission of all declarations and disclosures at the beginning of each Financial Year i.e. 1<sup>st</sup> April or as and when required under the Act. Your appointment is also subject to the maximum permissible Directorships that an Independent Director can hold as per the provisions of the Act read with the rules framed there under and the Listing Regulations.
- d. During your tenure as an Independent Director, you shall ensure that you do not get disqualified to be appointed as a Director pursuant to the provisions of Section 164 of the Act and do not commit any act in contravention with Section 167 of the Act.
- e. During the term of your appointment, if there are any changes in your contact details / address or any other personal details as provided to the Company, you shall promptly intimate the Company Secretary of such changes, if any along with revised DIN to be filed by you, if required. You shall also disclose your shareholding in the Company, owned and held by you or for other persons on a beneficial basis before your appointment / re-appointment.
- f. You will not be an employee of the Company and this letter shall not constitute a contract of employment. You will be paid such remuneration by way of sitting fees for attending meetings of the Board and its Committees as may be decided by the Board from time to time. Further, you may also be paid remuneration by way of commission as may be approved by the Board and Shareholders from time to time.
- g. You will not be entitled to any bonus during the term of your appointment as also any employee stock option scheme that may be operated by the Company or any of its group company.
- h. In addition to the remuneration described above, the Company may, for the period of your appointment, reimburse you for travel, hotel and other incidental expenses if any, incurred by you in the performance of your role and duties.

## **2. MEMBERSHIP OF COMMITTEES:**

- a. The Board may if deems fit, invite you for being appointed on one or more existing Board committees or any such committees that may be set up in future. Your appointment on such committee(s), if any shall be subject to the applicable rules and regulations.

## **3. ROLE AND DUTIES:**

- a. Your role and duties will be those of Independent Director under the Act and the Listing Regulations. You shall also discharge certain duties which are fiduciary in nature and are as under:
  - i. You shall act in accordance with the Company's Articles of Association as may be amended from time to time.
  - ii. You shall 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 interest of the Company.
  - iii. You shall discharge your duties with due and reasonable care, skill and diligence.
  - iv. You shall not involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
  - v. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
  - vi. You shall not assign your office as Director and any assignments so made shall be void.
  - vii. You are expected to facilitate the Company's adherence to high standards of ethics and corporate behaviour.
- b. Guide the Board in monitoring effectiveness of the Company's governance practices and recommend changes, if any.
- c. Guide the Board in monitoring and managing potential conflicts of interest of Management, Board members and Stakeholders including misuse of corporate assets and abuse in related party transactions.
- d. Guide the Board in ensuring that the Company's accounting and financial reporting systems including the independent audit are integrated and that appropriate control system are in place in particular for risk management, financial and operational control and compliance with the law and relevant standards

## **4. CONFLICT OF INTEREST:**

- a. It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition of your appointment, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment.
- b. In the event of change in circumstances which might give rise to a conflict of interest that may lead the Board to revise its judgement that you are independent,

the same should be disclosed to both, the Chairman or Executive Vice Chairperson or Managing Director and the Company Secretary of the Company.

- c. During the term of your appointment, you are expected not to take up directorship in any other Company (whether in India or abroad) engaged in manufacturing, distribution or retailing of Luggage and/or accessories business or any other business similar to the business of the Company or in a Company, business or undertaking which competes or is likely to compete with the Company or which could otherwise potentially give rise to a conflict with your duties with the Company.
- d. Any material interest that you may have in any transaction or arrangement that the Company has entered into should be disclosed not later than when the transaction or arrangement comes up at a Board meeting so that the minutes of the meeting may record your interest appropriately and the Company's records are updated. A general notice that you are interested in any contract with a particular person, firm or Company is acceptable.

#### **5. EVALUATION:**

Your performance evaluation shall be done by the entire Board of Directors of the Company on an annual basis. Your appointment and re-appointment on the Board shall be subject to the outcome of the yearly evaluation process.

#### **6. SEPARATE MEETING:**

- i. You along with the other Independent Director of the Company shall hold at least one meeting in a year without the attendance of the non-independent Directors and members of management of the Company.
- ii. You shall strive to be present at each such meeting.
- iii. The Meeting shall (a) review the performance of non-independent directors and the Board as a whole; (b) review the performance of the Chairman of the Company, taking into account the views of executive directors and non-executive directors, (c) assess the quality, quantity and timeliness of flow of information between the management of the Company and the Board that is necessary for the Board to effectively and reasonably perform their duties.

#### **7. CODE OF CONDUCT:**

During the term of your appointment, you will continue to comply with and abide by the Code for Independent Director of the Company as specified in Schedule IV in terms of Section 149 (8) of the Act in addition to the Code of Conduct applicable to the Board of Directors and Senior Management of the Company.

#### **8. CONFIDENTIALITY:**

- a. All information acquired during your term of appointment is confidential to the Company and should not be released, either during your term of appointment or at any time thereafter to third parties without prior clearance from the Chairman or

Executive Vice Chairperson or Managing Director unless required by law or by the rules of any stock exchange or statutory / regulatory body.

- b. Your attention is also drawn to the requirements under the applicable SEBI (Prohibition of Insider Trading) Regulations, 2015 and the Company's Insider Trading 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 Company Secretary of the Company.

#### **9. PUBLICATION OF THE TERMS AND CONDITION OF APPOINTMENT:**

In line with Clause IV (6) of Schedule IV to the Act, the Company is required to post the terms and conditions of appointment on the website of the Company. Accordingly, the Company will be displaying the broad terms and conditions of the appointment mentioned in this appointment letter on the website of the Company.

#### **10. INSURANCE:**

Considering, the nature of activities carried on by the Company, the Company has taken Directors & Officers (D&O) Insurance Policy for all his Directors.

#### **11. INDUCTION, TRAINING AND DEVELOPMENT:**

The Company shall provide you suitable training to familiarize you with the Company, your role, rights, responsibilities in the Company, nature of industry in which the Company operates, etc.

#### **12. TERMINATION:**

You may resign from your position at any time and should you wish to do so, you will be required to serve a reasonable written notice to the Board giving reasons of your resignation. In terms of the provisions of the Act, you are required to file a copy of your resignation letter with the Ministry of Corporate Affairs, New Delhi (MCA) and/or the Registrar of Companies, Mumbai, Maharashtra. Your appointment as Independent Director shall be terminated on your 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.

#### **13. GENERAL:**

This letter and any non-contractual obligations arising out of or in connection with this letter are governed by and shall be construed in accordance with, the laws of India and the parties agree to submit to the exclusive jurisdiction of the courts at Mumbai.

We are confident that the Board and the Company will immensely benefit from your rich experience and we are eager to have you as an integral part in the growth of our Company. If the aforesaid terms are acceptable to you, please confirm your acceptance by signing and returning the enclosed duplicate copy of this Letter.