

Terms and Conditions of Appointment of Independent Directors

The Company is pleased to appoint you as an Additional Non-Executive Independent Director on the Board of Directors of Company w.e.f. _____ subject to the confirmation of the Members at the forthcoming Annual General Meeting of the Members of the Company.

The brief information of the business of the Company is as follows:

Established in the year 2011, Suumaya Lifestyle Limited Company is a highly creative brand for exquisite fashion and is a manufacturer and retailer of Indo-Western Designer Kurtis. The Company is listed on NSE Emerge Platform for Small & Medium Enterprises.

The terms and conditions of your appointment are as under:

1. **Tenure:** Subject to the confirmation of members at the forthcoming Annual General Meeting, the tenure of your appointment will be five years.
2. **Expectations of Board:** You are expected to be present and participate in the Meetings of the Board and Committees, from time to time. You agree to carry out your duties in accordance with applicable legal standards and with standards of good corporate governance.
3. **Duties & Responsibilities:** You are expected to abide by the duties and responsibilities of Independent Director and Code of Conduct as prescribed under Section 166 of the Companies Act, 2013, Schedule IV of the SEBI (LODR) Regulations, 2015, Insider Trading Regulations and such other regulations as prescribed by the Government from time to time.
4. **Remuneration:** You will be entitled to payment of such remuneration as may be decided by the Board and Members from time to time in accordance with the provisions of the Act. The sitting Fees for attending Meetings of Board, Committees, General Meetings and reimbursement of actual expenses for attending the meeting will be paid from time to time.
5. **Disclosure of Interest:** You have to disclose interest in other companies. Any material interest that you may have in any transaction or arrangement that the Company has entered into 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 contract with a particular person, firm or company is acceptable.
6. **Conflict of Interest:** 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.

7. **Confidentiality:** All information acquired during your appointment is confidential to the Company and should not be disclosed either during your appointment or following termination (by whatever means) to third parties except as permitted by law and with prior clearance from the Chairman.

8. **Termination:** Notwithstanding the other provisions of this letter, the Appointment may be terminated at any time by and at the discretion of either party by giving written notice or in accordance with the provisions of the Act.

It will be our privilege to have your expertise, knowledge and guidance in policy making and advising the board on business matters of the Company, as we have foreseen your potential skills and knowledge, as a valuable contribution to the company and it will encourage us further in our journey towards achieving milestones. We are most confident that Company's relationship with you will be long lasting and fruitful.

Please sign the copy of this letter as a token of your acceptance.

Agree and Accept:

I have read and understood the terms and conditions of appointment as Independent Director and give my acceptance to the same.

Signature:

Name: _____

Place: Mumbai

Date: 1 _____

Encl: Extract of Section 166 and Schedule IV of Companies Act 2013