

LETTER OF OFFER

[Date]

To,

[Name & address of Independent Director]

We have pleasure to inform you that, we are making an offer to you for appointment as an Independent Director on the Board of Directors of Lykis Limited (hereinafter referred to as 'the Company') for a period of one year with effect from your appointment date. This letter of offer sets out the terms and conditions covering your appointment, which are as follows:

1. APPOINTMENT

- You will be appointment as a Non-Executive Independent Director on the Board of Director of the Company. Your appointment in subject to the extant provisions of the Companies Act, 2013, as amended from time to time.
- The term "Independent Director" should be construed as defined under the Companies Act, 2013 and the listing agreement.
- The Company has adopted the provisions with respect to appointment and tenure of Independent Directors as are consistent with the Companies Act, 2013 and the Listing Regulation. The Company is at liberty to disengage a Non-Executive Independent Director earlier subject to compliance of the relevant provisions of the Companies Act, 2013 and the Listing Regulation.
- As an Independent Director you are not liable to retire by rotation

2. COMMITTEES

You are currently appointed as Director of the company. The Board of Director may invite you for being appointed on one or more of the existing Board Committees or any Committee(s) that may be set up in future. Your appointment on such committee(s) will be subject to the applicable legal requirements.

3. TIME COMMITMENTS

As a Non-Executive Independent Director you are expected to bring objectivity and independence to the Board's discussions and help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management. The Board of Director meets at least four time in year. You will be expected to attend the Board and the Annual General Meetings and to devote sufficient time, as required for you to discharge your duties effectively.

4. FIDUCIARY DUTIES

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the Listing Regulation. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and inter alia are as under:

- You shall act in accordance with the Company's Articles of Association.

- 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 interests of the Company.
- You shall discharge your duties with due and reasonable care, skill and diligence for full explanation on conflict of interest.

There are certain roles, functions duties prescribed for all Independent Directors, which are listed in the 'Code for Independent Directors' as outlined in Schedule IV to the Companies Act, 2013. You shall abide by the said 'Code of Conduct for Independent Directors' as amended from time to time to the extent relevant and applicable to your role. The present code is annexed hereto as Annexure A.

5. REMUNERATION

You will be paid remuneration by way of sitting fees for attending meetings of the Board. The sitting fees will be paid to you is Rs. _____ (Rs. _____)per Board meeting attend.

6. REIMBURSEMENT OF EXPENSES

In addition to your remuneration described in paragraph 5, the company will bear your other incidental expenses incurred by you in the performance for your role and duties.

7. CONFIDENTIALITY

All information acquired during your appointment is confidential to the Company and 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 exchange or regulatory body.

8. TERMINATION

- 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 to the Board.
- Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with 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.
- 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.

Yours Sincerely,
For Lykis Limited
Sd/-
Vijay Kedia
Chairman