

CREATIVE INTRA LIMITED

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

Date: _____

To

(Name of the Independent Director(s))
(Address)

Dear Sir,

Subject: Your appointment as the independent director of Creative Intra Limited

We are pleased to inform you that the Shareholders of the Company at the __ Annual General Meeting held on _____ Date have passed the Resolution for your appointment as an Independent Director of the Company pursuant to the provision stated under the Companies Act, 2013 (Act).

As per the requirements of the Act, the above is being formalized through this letter of appointment.

This letter sets out the terms of your appointment as an Independent Director. The terms of your appointment, as set out in this letter, are subject to the extant provisions of the:

- I. applicable laws, including the Act and regulation 25 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time and;
- II. Articles of Association of the Company.

1. Appointment

Your appointment will be governed as per the provisions of this letter, unless terminated earlier or extended, as per the applicable laws ("Term").

As an Independent Director you will not be liable to retire by rotation.

The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013. 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 the compliance of relevant provisions of the Companies Act, 2013.

You are appointed as independent director in our company Creative Intra Limited for consecutive term of five years.

Provided that pursuant to applicable provisions of SEBI (LODR) Regulations, 2015 shall be eligible for appointment, on completion of his present term for one more term of upto five years only.

As per the Board's current assessment, you will be the Chairman/member of the following Board Committees:

- Audit Committee
- Nomination and Remuneration Committee
- Risk Management Committee

The Board may reconstitute the composition of any/all committees, from time to time, and any such change shall be promptly communicated to you. In such an event you may also be required to serve on other Committees of the Board.

2. Role, Duties and Responsibilities

A. As member of the Board you along with the other Directors will be collectively responsible for meeting the objectives of the Board which include:

- Requirements under the Companies Act, 2013,
- Accountability under the Directors' Responsibilities statement,
- Overseeing the Company's contribution to enhancing the quality of life of communities,

B. You shall abide by the 'Code for Independent Directors' as outlined in schedule IV to Section 149(8) of the 2013 Act, and duties of directors as provided in the 2013 Act (including Section 166).

C. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and 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 interest of the Company.
- You shall discharge your duties with due and reasonable care, skill and diligence.
- You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- You shall not assign your office as Director and any assignments so made shall be void.

3. Time Commitment

Considering the nature of the role of a director, it is difficult for a company to lay down specific parameters on time commitment. You agree to devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities as an Independent Director.

4. Sitting fees

As an Independent Director you shall be paid sitting fees for attending the meetings of the Board of which you are a member as fixed by the Board from time to time.

5. Code of Conduct

During your appointment you are required to comply with regulations as contained in Schedule IV under the Companies Act, 2013 in addition to the following Codes of Conducts (copies enclosed)

- Code of Conduct for Board of Directors and Senior Management Personnel
- Code of Conduct for Prevention of Insider Trading in Securities of the Company

And such other requirements as the Board of Directors may from time to time specify.

6. Evaluation

The Company has adopted a policy on Board Evaluation. The policy provides for evaluation of all Directors, including the Chairman of the Board. As per the Policy, the Company will carry out an evaluation of the performance of all the Directors on an annual basis. Your appointment and re appointment on the Board shall subject to the outcome of the yearly evaluation process.

7. Conflict of Interest

7.1 It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment commencing, 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.

7.2 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 judgment that you are independent, this should be disclosed to both the Chairman and the Secretary.

8. Confidentiality

All information acquired during your appointment is confidential to Creative Intra Limited 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 regulatory body. Your attention is also drawn to the requirements under the applicable regulations and the Creative Intra Limited Code which concern the disclosure of price sensitive information and dealing in the securities of Creative Intra Limited. 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.

9. Disclosure of Interest

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.

10. Changes of personal details

During the term, you shall promptly intimate the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

11. Termination

- a. 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.
- b. 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 Creative Intra Limited

Krishan Kumar
Managing Director

AGREE AND ACCEPT

I have read and understood the terms of my appointment as an Independent Director of the Company and I hereby affirm my acceptance to the same.

Date:

Place:

(Signatures)