



KUSHAL LIMITED
(Formerly known as Kushal Tradelink Limited)

**TERMS AND CONDITIONS FOR APPOINTMENT OF
INDEPENDENT DIRECTORS**



I. Introduction

The terms and conditions of appointment of Independent Directors of Kushal Limited (“Kushal” or “the Company”) shall be subject to the applicable provisions of the Companies Act, 2013 (“the Act”), SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time, the Articles of Association of the Company, and other applicable laws.

II. Appointment

An Independent Directors can be appointed as per Companies Act, 2013 and SEBI (LODR) Regulation 2015, and can serve for not more than two consecutive terms of five years each on the Board of the Company subject to the maximum tenure of ten years as prescribed under the Companies Act, 2013.

Appointment or reappointment for the second term as an Independent Director shall be based on the recommendation of the Nominations & Remuneration Committee of the Board and subject to approval of the Board of Directors (the ‘Board’) and of the Shareholders. The re-appointment would be considered by the Board based on evaluation of the performance and further subject to satisfying the requisite criteria of Independence as specified in the Companies Act, 2013.

The appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013.

The term Independent Director should be construed as defined under the Companies Act, 2013.

The Independent Directors may be nominated to be a Member or Chairman of any one or more Committees of the Board subject to applicable laws, rules and regulation.

III. Role and Duties

The role and duties of the Independent Directors will be those as prescribed under the Companies Act, 2013 including Rules and Regulations made there under, Guidelines/Circulars issued by SEBI/Exchanges, as modified, amended or substituted from time to time and as may be applicable. Certain role and duties which are fiduciary in nature are as under:

- a) To act in accordance with the Company's Articles of Association as may be amended from time to time.
- b) To 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.
- c) To discharge their duties with due and reasonable care, skill and diligence.
- d) They shall not involve themselves in a situation in which they may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
- e) They shall not achieve or attempt to achieve any undue gain or advantage either to themselves or to their relatives, partners or associates.

IV. Remuneration

The Independent Directors shall be paid sitting fees for attending the meetings of the Board and the Committees of which they are members. The sitting fees shall be determined by the Board from time to time.



In addition to the remuneration described above, the company will, for the period of their appointment, reimburse them for travel, hotel and other incidental expenses incurred by them in the performance of their role and duties.

V. Code of Conduct and Confidentiality

The Independent Directors of the Company shall comply with Company's Code of Conduct and Schedule IV of Companies Act, 2013.

Unless specifically authorized by the Company, the Independent Directors shall keep all information confidential concerning the Company and shall not divulge or disclose the same to any person during the term of their appointment. Their obligation of confidentiality shall survive cessation of their directorships with the Company.

The provisions of Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and Kushal's Code of Conduct for Prevention of Insider Trading, as amended from time to time, shall be applicable to the Independent Directors

VI. Training and Development

The Company would provide necessary support to Independent Directors in updating their skills and knowledge with respect to our industrial activity and to improve their familiarity with the company and its business. The company may, if required, will conduct formal training program for its Independent Directors.

VII. Evaluation

The Independent Directors will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis as per Company's Policy.

Evaluation of Independent Directors shall be done by the Board and criteria for evaluation shall be determined by the Nomination & Remuneration Committee of the Board. The appointment/ re-appointment/ continuation of Independent Directors on the Board shall be subject to the outcome of the yearly evaluation process.

VIII. Disclosures, other directorships and business interests

During the term, they shall notify the company about any change in their directorships and provide such other disclosures and information as may be required under the applicable laws. They shall also disclose to Chairman or Board or Company Secretary about any potential conflict of interest with their position as Independent Directors of the Company.

Further, they shall also provide necessary declaration under Section 149(7) of the Companies Act 2013 or other applicable law, upon any change in circumstances which may affect their status as an Independent Director.

IX. Termination

An Independent Director may resign from his/her position at any time by serving reasonable written notice to the Board of Directors.



Continuation of his/her appointment is contingent on his/her 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. He/she will not be entitled to compensation if the shareholders do not re-elect him/her at any time.

The appointment of Independent Directors may also be terminated or ceased in accordance with the provisions of the laws applicable to the Company and Articles of Association of the Company from time to time in force.

X. Changes of personal details

During the term, in case of any change in their personal details, they shall intimate the same to the Board and/or 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.

XI. Applicable Law

The terms and conditions contained in the letter of appointment shall be governed by the laws of India and the engagement shall be subject to the jurisdiction of the Indian courts.