

## Letter of Appointment of Independent Director

22nd February 2024

**Mr. Neeraj Golas**

703-704 Shivalik Tower, Near Thakur Polytechnic,  
90 ft. Road, Off. Western Express Highway,  
Kandivali (East), Mumbai 400 101.

Dear Sir,

I am pleased to inform you that the shareholders through postal ballot process have approved your appointment as an Independent Director of the Company for a period of three consecutive years from 16th January 2024 to 15th January 2027.

This letter of appointment sets out the terms and conditions covering your appointment, which are as follows:

### **APPOINTMENT:**

1. The tenure of appointment as a Non- Executive Independent Director on the Board will be for maximum of two terms of five years each.
2. In compliance with the provisions of Section 149(3) of the Companies Act, 2013, your directorship is not subject to retirement by rotation.
3. Notwithstanding other provision of this letter, the appointment may be terminated on failure to meet the parameters of independence as defined in Section 149(6) or on the occurrence of any event as defined in Section 167 of the Companies Act, 2013.
4. Upon ending of term or upon resignation for any reason, duly intimated to the Company, you will not be entitled to any compensation for loss of office.

### **COMMITMENT:**

5. As a Non-Executive Independent Director, you are expected to bring objectivity and independence of view to the Board's discussion and to help the Board with effective leadership in relation to the Company's strategy, performance and risk management as well as ensuring high standards of financial probity and corporate governance. You will be expected to attend the meetings of the Board and the Board Committees to which you may be appointed and also the Shareholders Meeting and to devote such time to your duties, as appropriate for you to discharge your duties effectively.
6. By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectation from your role to the satisfaction of the Board.

## CODE OF CONDUCT:

7. As an independent director you shall:
- Uphold ethical standards of integrity and probity;
  - Act objectively and constructively while exercising duties;
  - Exercise responsibilities in a bona fide manner in the interest of the Company;
  - Devote sufficient time and attention to professional obligations for informed and balanced decision making;
  - Not allow any extraneous considerations that will vitiate exercise of objective independent judgment in the paramount interest of the Company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making;
  - Not abuse your position to the detriment of interest of the Company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
  - Refrain from any action which would cease your independence;
  - Where circumstances arise which make an independent director to cease your independence, you must immediately inform the Board accordingly;
  - Assist the Company in implementing the best corporate governance practices.

## ROLES AND FUNCTION:

8. As an independent director you shall:
- Help in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
  - Bring an objective view in the evaluation of the performance of the Board and the Management;
  - Scrutinise the performance of the Management in meeting to agreed goals and objectives and monitor the reporting of performance;
  - Satisfy on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
  - Safeguard the interests of all the stakeholders, particularly the minority shareholders;
  - Balance the conflicting interest of the stakeholders;
  - Determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management of the Company and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management of the Company;
  - Moderate and arbitrate in the interest of the Company as a whole, in situations of conflict between the Management and the Shareholder's Interest.

## DUTIES:

9. As an independent director you shall:
- Undertake appropriate induction and regularly update and refresh to your skills, knowledge and familiarity with the Company;
  - Seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advise and opinion of outside experts at the expense of the Company;
  - Strive to attend all meetings of the Board of Directors and of the Board Committees of which you are a member;



- Participate constructively and actively in the Committees of the Board in which you are chairpersons or members;
- Strive to attend the general meetings of the Company;
- Where there are concerns about the running of the Company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that your concerns are recorded in the minutes of the Board Meeting;
- Keep yourself well informed about the Company and the external environment in which it operates;
- Not to unfairly obstruct the functioning of an otherwise proper Board or Committee of the Board;
- Pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the Company;
- Ascertain and ensure that the Company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;
- Report concerns about unethical behavior, actual or suspected fraud or violation of the Company's code of conduct or ethics policy;
- Acting within your authority, assist in protecting the legitimate interests of the Company, the Shareholders and its employees;
- Not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

#### **STATUS OF APPOINTMENT / REMUNERATION:**

10. 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 meetings of the Board from time to time and the Committees as may be decided by the Board. Further, you will also be paid remuneration by way of commission as may be approved by the Board and the Shareholders from time to time.
11. You will have no entitlement to any bonus during the appointment and no entitlement to participate in any Employee Stock Option Scheme opened by the Company or any Group Company.

#### **REIMBURSEMENT OF EXPENSES:**

12. In addition to the remuneration described above, the Company shall, during the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

#### **INSURANCE:**

13. The Company may propose to take Director's and Officer's Liability Insurance and it is intended that the Company will assume and maintain such cover for the full term of your appointment.



**CONFLICT OF INTEREST:**

14. It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to 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.
15. 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 Board.

**SEPARATE MEETINGS:**

16. The Independent Directors of the Company shall hold at least one meeting in a financial year, without the attendance of non-independent directors and members of the Management.
17. All the Independent Directors of the Company shall strive to be present at such meeting.
18. Such meeting shall:
  - Review the performance of non-independent directors and the Board as a whole.
  - Review the performance of the Chairperson of the Company, taking into account the views of executive directors and non-executive directors;
  - Assess the quality, quantity and timeliness of flow of information between the Management and the Board of the Company, that is necessary for the Board to effectively and reasonably perform their duties.

**DISCLOSURE OF INTEREST:**

19. Any material interest that you as a Director may have in any transaction or arrangement that the Company has entered into should be disclosed in the Board Meeting immediately so that the minutes may record your interest appropriately. A general notice that you are interested in any contract with a particular person, firm or Company shall be disclosed annually to the Board.

**CONFIDENTIALITY:**

20. All material information of the Company acquired by you during term of your appointment should be kept confidential and should not be disclosed, either during your appointment or cessation of your office (by whatever means) to third parties without prior clearance from the Board. You shall surrender any documents and other materials, made available to you by the Company.



21. Your attention is also drawn to the compliances under applicable regulations and the Company's Insider Trading Code which concern the disclosure of unpublished price sensitive information and dealing in the securities of the Company. Consequently, you should avoid making any statements or performing any transaction that might risk a breach of these requirements without prior clearance from the Board of Directors.

**PUBLICATION OF THE LETTER OF APPOINTMENT:**

22. In line with provision sub clause 6 of clause IV of Schedule IV of the Companies Act, 2013 the terms and Conditions of your appointment shall be displayed on the Company's website.

**RESIGNATION:**

23. You may resign from your position by serving a notice to the Board. In terms of the provisions of the Companies Act, 2013, your resignation letter will be filed with the Registrar of Companies and the Stock Exchanges, as required.

**GENERAL:**

24. 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 of Mumbai.

25. Please confirm your acceptance to the above by signing and returning the enclosed duplicate of this Letter.

Yours sincerely,


For Lyka Labs Limited



Kunal Gandhi (DIN: 01516156)  
Managing Director & CEO.



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I have read and agree to the above terms regarding my appointment as an Independent Director of Lyka Labs Limited.

  
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Neeraj Golas (DIN: 06566069)  
Independent Director