



CLAY CRAFT
FINE TABLEWARE
•INDIA•

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

CLAY CRAFT INDIA LTD

(formerly known as Clay Craft (India) Private Limited)

CIN: U26933RJ1988PLC004677

Registered Office: F-766 & F-766 A, Road No. 1-D, Vishwakarma Industrial Area,
Jaipur - 302013, Rajasthan

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Website: www.claycraftindia.com

LETTER OF APPOINTMENT

Date:.....

To,
Shri/Smt.....
.....
.....
.....

Sub: Appointment as an Independent Director ("ID") of Clay Craft India Ltd ("the Company")

Dear Sir/Madam,

We are pleased to inform you that based on your confirmation that you meet the criteria of Independence as provided under Section 149(6) of the Companies Act, 2013 ("the Act") and Regulation 16 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations") and on the recommendation of the Nomination and Remuneration Committee and the Board of Directors ("the Board") as well as the approval of the Shareholders of the Company, you are hereby appointed as an Independent Director on the Board of the Company. This letter set out the terms and conditions of your appointment as follows:

1. Terms of Appointment

Your appointment as an Independent Director on the Board will be effective from _____ for a period of 5 (five) consecutive years and you will not be liable to retire by rotation. You will be eligible for re-appointment for another term as per the applicable provisions of the Act and the Rules made there under read with Schedule IV to the Act and Listing Regulations, as amended, from time to time subject to fulfilling the criteria for being an Independent Director and not being disqualified to be a Director.

2. Board and its Committees

The Board may, if it deems fit, invite you for appointment in one or more existing Board Committees or any such Committee that is set up in the future in accordance with the applicable provisions of the Act and Listing Regulations. You shall attend the meetings of the Board and its committees to which you may be appointed and shareholders meetings and to devote such time to your duties in commensurate with your role to discharge your duties effectively.

3. Familiarization, Induction and Development of the Independent Directors

You will be provided with copy of latest Annual Report, the Company's Code of Conduct for Board of Directors and Senior Management, the Company's Code of Conduct for Prevention of Insider Trading, to have an insight of the Company's present status and their regulatory requirements.

4. Expectations, Role, Functions and Duties

You shall observe and comply with applicable laws, the charter documents of the Company, Rules, Regulations and Policies of the Company, in relation to your directorship and the business of the Company.

The role, functions, duties and conduct as an of Independent Director will be governed by the applicable laws including the guidelines for professional conduct as set out under the Code for Independent Directors provided in Section 149(8) read with Schedule IV of the Act, the duties of Directors as set out under Section 166 of the Act and the duties and responsibilities as set out under Listing Regulations.

5. Actions not to be Undertaken

During the tenure as an Independent Director on the Board of Company, you shall not:

- indulge in unethical practices,
- accept any extraneous considerations that will vitiate the exercise of objective of independent judgment,
- abuse your position to the detriment of the Company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person,
- indulge in any action that would lead to loss of your independence.

6. Remuneration and Reimbursement of Expenses

Unless otherwise decided, only sitting fee will be paid to you as an Independent Director for attending each meeting of the Board as well as that of the Audit Committee as per the applicable provisions the Act and the Articles of Association of the Company and as may be decided by the Board from time to time.

You shall be reimbursed such fair and reasonable expenditure so incurred by you while performing role as an Independent Director of the Company including reimbursement of expenditure incurred by you for attending meetings, site visits and training programs.

7. Provision for Directors and Officers (D and O) Insurance

The Company will provide you an appropriate Insurance cover under Directors & Officers Liabilities Insurance Policy.

8. Conflict of Interest

It is accepted and acknowledged that you may have directorships/business interests other than those of the Company. As a pre-condition of appointment, you are required to declare directorships, appointments and interests to the Board in writing in the prescribed form from time to time as per the applicable laws.

9. Confidentiality

All information in relation to the Company acquired by you during your appointment and tenure as an Independent Director is confidential and should not be disclosed to third parties unless required by law.

10. Code of Conduct

You shall abide by the Code of Conduct for Board of Directors and Senior Management, and the Codes of Conduct for Prevention of Insider Trading.

11. Other Terms and Conditions

a. Resignation/Termination

You may resign from your position at any time and if you wish to do so, a reasonable written notice is required to be served to the Board stating out the reason for resignation. Further, your appointment may be terminated in accordance with applicable laws.

b. Liability

Subject to applicable laws, for any breach of any duties, you will be liable to consequences prescribed under applicable laws and in relation to the Company, you would be liable for such acts of omission or commission by the Company which occurred with your knowledge, attributable through Board processes and with your consent or connivance or where you have not acted diligently.

Best Regards,

Yours sincerely,
For Clay Craft India Ltd

.....
Director
DIN:.....

AGREE AND ACCEPT

I have read and understood the terms of my engagement and I hereby affirm my acceptance to the same.

Shri.....

DIN:.....
