SOMANY IMPRESA
GROUP COMPANY

hindware
home innovation limited

Date: _____

To

_____

APPOINTMENT AS AN INDEPENDENT DIRECTOR OF HINDWARE HOME INNOVATION LIMITED

Dear _____,

We are pleased to inform you that upon the recommendation of Nomination and Remuneration Committee and the Board of Directors ("the Board") of Hindware Home Innovation Limited ("the Company"), the Shareholders by way of special resolution passed through postal ballot on _____ have appointed you as an Independent Director on the Board of Directors of the Company for a term of five consecutive years commencing from _____.

This letter is being issued to comply with the requirements of the provisions of Companies Act, 2013 ("Act") and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations").

This letter sets out the broad terms of your appointment as an Independent Director, on the Board of the Company.

The Company is at liberty to disengage Independent Director earlier subject to compliance of relevant provisions of the Act.

1. TERM OF APPOINTMENT

In accordance with the provisions of the Act and other applicable laws, your appointment will be for a term of upto Five (5) consecutive years commencing from _____. As an Independent Director, you will not be liable to retire by rotation.

2. EXPECTATIONS OF THE BOARD/ROLE AND FUNCTIONS

As an Independent Director, you are expected to devote such time as may be considered prudent and necessary to perform your duties as an Independent Director. You are expected to attend meetings of Board and its committees, to which you are a member or may be appointed from time to time and shareholders' meeting(s) and devote such time as appropriate to discharge your duties effectively.

The Board generally meets at least four times in a year and the Audit Committee and Stakeholder Relationship (Shareholders'/ Investors' Grievance) Committee also meet at least four times in a year. Besides, there are other Committee meetings like Nomination & Remuneration Committee, Corporate Affairs Committee of Directors and other Committees, as may be constituted from time to time, which are ordinarily convened as per requirements.

You as an independent director shall:

A. 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;
B. bring an objective view in the evaluation of the performance of Board and management;
C. scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
D. satisfy yourself on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
E. safeguard the interests of all stakeholders, particularly the minority shareholders;
F. balance the conflicting interest of the stakeholders;
G. determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management; and
H. moderate and arbitrate in the interest of the Company as a whole, in situations of conflict between management and shareholder's interest.

3. DUTIES

You will devote such time to discharge your duties as an **Independent Director** as specified in Code for Independent Director under Schedule IV of the Act as reproduced below:

A. undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the Company;
B. seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the Company;
C. strive to attend all meetings of the Board of Directors and of the Board committees of which you are a member;
D. participate constructively and actively in the committees of the Board in which you are a member or chairperson;
E. strive to attend the general meetings of the Company;
F. where you have 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 their concerns are recorded in the minutes of the Board meeting;
G. keep yourself well informed about the Company and the external environment in which it operates;
H. not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;
I. 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;

J. 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;
K. report concerns about unethical behaviour, actual or suspected fraud or violation of the Company's code of conduct or ethics policy;
L. act within authority of Independent Directors, assist in protecting the legitimate interests of the company, shareholders and its employees; and
M. 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.

4. PROFESSIONAL CONDUCT/ACTIONS NOT TO BE UNDERTAKEN

As an Independent director, you shall:

A. uphold ethical standards of integrity and probity;
B. act objectively and constructively while exercising your duties;
C. exercise your responsibilities in a bona fide manner in the interest of the Company;
D. devote sufficient time and attention to your professional obligations for informed and balanced decision-making;
E. not allow any extraneous considerations that may vitiate your exercise of objective independent judgement in the paramount interest of the Company as a whole, while concurring in or dissenting from the collective judgement of the Board in its decision-making;
F. not 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;
G. refrain from any action that could lead to a loss of your independence;
H. ensure that if circumstances arise under which you may lose your independence, you will immediately inform the Board accordingly; and
I. assist the Company in implementing the best corporate governance practices.

5. BOARD-LEVEL COMMITTEE(S)

You have also been appointed on the following Committees of the Board:

1. _____ Committee as _____
2. _____ Committee as _____
3. _____ Committee as _____
4. _____ Committee as _____
5. _____ Committee as _____

You are required to perform your duties as Chairman/Member of the aforesaid committees in accordance with the terms of reference and respective charters of the said committees. In the event that you are also asked to serve on one or more of the other Board committees, this will be covered in a separate communication setting out the relevant committee's terms of reference and any specific responsibilities.

(This is subject to amendment/ modification.)

6. CODE OF CONDUCT

During your tenure as Independent Director, you are required to comply with the Company's Code of Conduct, Code of Fair Disclosure and Code of Conduct for prevention of Insider Trading and such other policies/codes as the Board of Directors may from time to time specify.

7. TRAINING AND DEVELOPMENT

The Company shall, if required, conduct formal induction program for its Independent Directors. The Company shall, as may be required, support Directors to continually update their skills and knowledge and improve their familiarity with the Company and its business. The Company will fund/arrange for training on all matters which are common to the whole Board.

8. REMUNERATION

You will be paid sitting fees as per the provisions of Section 197(5) of the Act and rules thereof for meetings of the Board and its Committees as may be decided by the Board from time to time. Further, you will also be paid remuneration by way of commission, if any, as may be approved by the Board and the Shareholders from time to time within the limits as provided in Section 197 of the Act. The Company will, for 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. You will not be an employee of the Company and this letter shall not constitute a contract of employment.

9. DISCLOSURE OF INTEREST

It is accepted and acknowledged that you have disclosed your business interests in writing in the prescribed form other than those of the Company and that there are no conflicts that are apparent at present. You are required to notify the Company of any change in your directorships, status of independence and provide such other disclosures and information as may be required under the applicable laws.

10. DIRECTORS' AND OFFICERS' INSURANCE

The Company has Directors' and Officers' liability Insurance policy to pay for the personal liability of the Directors and Officers of the Company towards the claims made against them. It is intended to maintain such insurance cover for the full term of your appointment subject to the terms of such Policy from time to time.

11. CONFIDENTIALITY

You must apply the highest standards of confidentiality and not disclose to any person or Company (whether during the course of the Appointment or at any time after its termination), any confidential information concerning the Company which has come to your possession by virtue of your position as Independent Director.

12. SEPARATE MEETING OF INDEPENDENT DIRECTORS

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 Management to, inter alia, evaluate the performance of the Non-Independent Directors and Board as a whole in accordance with the provisions of Schedule IV of

the Act. You shall always strive to be present at all such meetings of Independent Directors.

13. EVALUATION PROCESS

As a member of the Board, your performance shall be evaluated annually. Evaluation shall be done by all the other Directors. The criteria for evaluation shall be determined by the Nomination and Remuneration Committee and disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board/Committee.

14. TERMINATION

A. You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation along with a confirmation that there are no material reasons other than those provided in the resignation letter.

B. Notwithstanding other provisions of this Letter, the appointment may be terminated in accordance with the provisions of the Articles of Association of the Company or failure to comply with the provisions of this letter or on failure to meet the parameters of independence as defined in Section 149(6) of the Act and Regulation 16(1)(b) of Listing Regulations or on occurrence of any event for vacation of office of Director of the Company as provided under Section 167 of the Act. You will not be entitled to compensation if the shareholders do not re-elect you at any time.

15. PUBLICATION OF THE LETTER OF APPOINTMENT

In accordance with provisions of Code for Independent Director under Schedule IV as specified in the Act, the Company has made a model letter of appointment public on its website and will also be open for inspection at the registered office of the Company by any member.

16. GENERAL

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 Act, Listing Regulations and the other applicable laws of India, and the parties agree to submit to the exclusive jurisdiction of the courts in India.

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

Yours sincerely,
For **Hindware Home Innovation Limited**

Sandip Somany
(Chairman and Non-Executive Director)

I have read and agreed to the above terms regarding my appointment as an Independent Director of **Hindware Home Innovation Limited.**

Date:

_____
(Director)