

January 27, 2024

To,

Ms. Nupur Mukherjee

Flat No. 601, B Wing, Krishna Prakash Apartments,
Btm Stage 1, Btm Udipi Garden,
Signal behind Advaith Petrol pump,
Madivala, Bommanahalli,
Bengaluru, Karnataka - 560068

Sub: Letter of appointment as Independent Director

We are pleased to inform you that the Board of Directors of the Company, upon recommendation of the Nomination and Remuneration Committee of Directors, at its meeting held on January 27, 2024 has approved your appointment as an Independent Director of Capri Global Capital Limited (hereinafter referred to as CGCL or the Company). This letter of appointment sets out the terms and conditions covering your appointment, which are as follows:

1. Appointment

1.1 You have been appointed as a Non-Executive Independent Director on the Board of Directors of CGCL for a period of 3 consecutive years with effect from January 27, 2024, subject to approval of the members at the next EGM/AGM. Your appointment is subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and SEBI (Listing Regulations and Disclosure Requirement) Regulations, 2015 (Listing Regulations).

1.2 The term of Independent Director should be construed as defined under the Companies Act, 2013 and the Listing Regulations.

1.3 The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the Listing Regulations. Accordingly, the Independent Directors will serve for not more than two terms of maximum five years each on the Board of the Company. The Company is at liberty to disengage Non-Executive Independent Director earlier, subject to compliance of relevant provisions of Companies Act, 2013.

2. Committees

The Board of Directors (the Board) may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. Your appointment on such Committee(s) will be subject to the applicable regulations.



Capri Global Capital Limited

(CIN: L65921MH1994PLC173469)

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3. Time Commitment

3.1 As a Non-Executive Director you are expected to bring objectivity and independence of view to the Board's discussions and to help provide 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. The Board meets at least four times in a year. The Audit Committee also meets at least four times in a year. Besides, there are other Committee meetings like Nomination and Remuneration Committee, Stakeholders' Relationship Committee, Asset Liability Management Committee, Credit Committee, Risk Management Committee and Corporate Social Responsibility Committee. You will be expected to attend Board, Board Committees to which you may be appointed and Shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively. Ordinarily, all meetings are held in Mumbai.

3.2 By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

4. Role and Duties

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the Listing Regulations. The Board expects the Independent Director to follow the Code of Conduct for Independent Directors as laid down in Schedule IV of the Companies Act, 2013 during your tenure as Independent Director (Code of Conduct as mentioned in the Companies Act, 2013 is enclosed as "Annexure A"). There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

Role:

1. Facilitate withstanding and countering pressures from owners.
2. Fulfil a useful role in succession planning.
3. On issues such as strategy, performance, risk management, resources, key appointments and standards of conduct he or she must support in gaining independent judgment to bear the board's deliberations.
4. While evaluating the performance of the board and management of the company, he or she needs to bring an objective view.
5. Scrutinizing, monitoring and reporting management's performance regarding goals and objectives agreed in the board meetings.
6. Safeguard the interests of all stakeholders, particularly the minority shareholders.



7. Balance the conflicting interest of the stakeholders.
8. Check on the integrity of financial information and ensure financial controls and systems of risk management are in operation.
9. In situations of conflict between management and shareholder's interest, aim towards the solutions which are in the best interest of the company.
10. Establishing suitable levels of remuneration of executive directors, key managerial personnel, and senior management.

Duties:

1. Undertake appropriate induction and regularly update and refresh their skills, knowledge, and familiarity with the company.
2. Attempt to attend company's general meetings.
3. Attempt to attend BOD's meetings and board committees meeting being a member.
4. Have adequate knowledge about the company and the external environment in which it operates.
5. Report matters concerning unethical behaviour, actual or suspected fraud or violation of the company's code of conduct or ethics policy.
6. Acting within his or her authority, assist in protecting the legitimate interests of the company, shareholders and its employees.
7. Not to unfairly obstruct the functioning of the company or committee of the Board.
8. Participate in the Board's committee being chairpersons or members of that committee.
9. Not to 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.
10. 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.

In addition to the above requirements applicable to all Directors, the role of the Non-Executive Independent Director has the following key elements:

Strategy: Non- Executive Independent Directors should constructively challenge and help develop proposals on strategy;



Performance: Non- Executive Independent Directors should scrutinize the performance of management in meeting agreed goals and objectives;

Risk: Non-Executive Independent Directors should satisfy themselves on the integrity of financial information and that financial controls and systems of risk management are robust and defensible;

People: Non-Executive Independent Directors are responsible for determining appropriate levels of remuneration of Executive Directors, Key Managerial Personnel and Senior Management and have a prime role in appointing, and where necessary, recommending removal of Executive Directors, Key Managerial Personnel and Senior Management;

Reporting: Non-Executive Directors take responsibility for the processes for accurately reporting on performance and the financial position of CGCL; and

Compliance: Non-Executive Directors should keep governance and compliance with the applicable legislation and regulations under review and the conformity of CGCL practices to accepted norms.

5. Status of Appointment

5.1 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 and its Committees as may be decided by the Board and approved by the Shareholders from time to time.

6. Reimbursement of Expenses

In addition to the remuneration described in paragraph 5 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.

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 CGCL 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 stock exchange or regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by CGCL.



Your attention is also drawn to the requirements under the applicable regulations and the CGCL Insider Trading Code which concern the disclosure of price sensitive information and dealing in the securities of CGCL. 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 or the Secretary.

9. Code of Conduct and Prohibition of Insider Trading code

You are required to abide by the Code of Conduct and Code of Internal Procedures and Conduct for Regulating, Monitoring and Reporting of Trading by Insiders, as issued by the Company.

10. Induction & Training

Immediately after your appointment, you will be invited to attend training and familiarization sessions, including briefings from management and site visits. Please avail yourself of these opportunities as fully as is appropriate to your personal circumstances.

11. Performance Appraisal/ Evaluation

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

12. Insurance

CGCL has obtained Directors' and Officers' Liability Insurance Policy and it is intended that CGCL will assume and maintain such cover for the full term of your appointment.

13. Independent Professional Advice

There may be occasions when you consider that you need professional advice in furtherance of your duties as a Director and it will be appropriate for you to consult independent advisers at the Company's expense. The Company will reimburse the full cost of expenditure incurred in accordance with the Company's policy.

14. 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 records are updated. A general notice that you are interested in any contracts with a particular person, firm or company is acceptable.



15. 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. Continuation of your appointment is contingent on your 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. You will not be entitled to compensation if the shareholders do not re-elect you at any time.
- c. 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.

16. Governing Law

This agreement is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of the Indian courts.

If you are willing to accept these terms of appointment relating to your appointment as a Non-executive Independent Director of CGCL, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Yours sincerely,

For **Capri Global Capital Limited**

Yashesh Bhatt
Company Secretary

