EverBrands
(Formerly Culinary Brands Private Limited)

Date: [.]

To,
[.]

Dear [.]

Sub: Appointment as an Independent Director

We thank you for your confirmation to EverBrands India Limited (the "**Company**") that you meet the "independence" criteria as envisaged in Section 149(6) of the Companies Act, 2013 ("**the Act**"), Rules framed thereunder and Regulation 16(1)(b) read with Regulation 25(8) with of the SEBI (Listing Obligations and Disclosure Requirement) Regulations, 2015 ('**SEBI Listing Regulations'**) and also for consenting to hold office as a Non-Executive Independent director of the Company.

Pursuant to your confirmation, we are pleased to confirm that the upon the recommendation of the Nomination and Remuneration Committee ("**NRC**") vide [.], the Board of Directors of the Company vide [.] and shareholders in their Extra-Ordinary General Meeting held on [.] approved your appointment as an Independent Director of the Company.

This letter sets out the terms of your appointment as an Independent Director. This letter also sets out the expectations of the Board from you, your fiduciary duties and the liabilities attached to your role as an Independent Director.

Your relationship with the Company will be that of an office-holder and not one of contract for employment in the Company.

The terms of your appointment as set out in this letter, are subject to the extant provisions of the (i) applicable laws and (ii) Articles of Association of the Company.

The major terms of appointment are as given below:

1) Appointment and Term

In accordance with the provisions of the Act and other applicable laws, you will serve as an Independent Director of the Board for a period of 5 consecutive years with effective from [.] upto [.] (both days inclusive).

As an Independent Director you will not be liable to retire by rotation.

Re-appointment at the end of the term shall be based on the recommendation of the Nomination & Remuneration Committee and subject to the approval of the Board and the members of the Company. Your continuation or re-appointment, at the end of the term, shall be subject to performance evaluation process carried out by the Board and you continuing to meet the independence criteria.

2) Board committees

During the tenure of office, you may be required to serve on one or more of the Committees of the Board established by the Company, from time to time. Upon your appointment to any one

or more Committees, you will be provided with the appropriate Committee charter which sets out the functions of that Committee.

3) Disclosures, other directorships and business interests

You shall promptly notify the Company of any change in your directorships and provide such other disclosures and information as may be required under the applicable laws.

Upon becoming aware of any potential conflict of interest with your position as Independent Director of the Company, you shall promptly disclose the same to the Chairman and the Company Secretary.

4) Professional Conduct

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 will vitiate your 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;
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 would lead to loss of your independence;
h) if circumstances arise under which you may lose your independence, ensure that you immediately inform the Board accordingly;
i) assist the Company in implementing the best corporate governance practices.

5) Role and functions

As an Independent Director, you 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) scrutinise 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;
h) moderate and arbitrate in the interest of the Company as a whole, in situations of conflict between management and shareholder's interest.

6) Duties

As an Independent Director, you shall:

a) undertake appropriate induction and regularly update and refresh your 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 chairperson or member;
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 your 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 yourself 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 behavior, actual or suspected fraud or violation of the Company's code of conduct or ethics policy;
l) acting within your authority, assist in protecting the legitimate interests of the Company, shareholders and its employees;
m) not disclose any information regarding Company and its businesses, any confidential information / unpublished price sensitive 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. Your obligation of confidentiality shall survive cessation of your directorship with the Company.

7) Performance Appraisal / Evaluation Process

As a member of the Board, your performance as well as the performance of the entire Board and its Committees will be evaluated annually. Evaluation of each director shall be done by all the other directors. The criteria for evaluation shall be 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.

8) Separate meetings

a) 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.
b) All the independent Directors shall strive to be present at such meeting;

c) The meeting shall:
   i) review the performance of non-independent Directors and the Board as a whole;
   ii) review the performance of the Chairperson of the company, taking into account the views of executive Directors and non-executive Directors;
   iii) assess the quality, quantity and timeliness of flow of information between the company management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

9) Liabilities

Pursuant to the provisions of the Act, as an Independent Director you shall be held liable, only in respect of such acts of omission or commission by the Company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

10) Directors and Officers (D & O) insurance

You will be covered under provision for Directors and Officers (D & O) liability insurance cover taken by the Company.

11) Fees and Remuneration

You will be paid remuneration and / or fees for attending the meetings of Board and the Committees of which you are a member as per remuneration framework for independent directors duly approved by the NRC and board of directors in their meetings held on [.] and shareholders in their Extra-Ordinary General Meeting held on [.] which is in line with the applicable provisions of the Act and in terms of the Articles of Association of the Company. The below remuneration framework may be subject to changes proposed and approved by Board of Directors from time to time and subject to approval of shareholders of the Company..

1. Sitting Fees:

You will be paid sitting Fees for attending board and committee meetings, as detailed below:
[.]

2. Reimbursement of expenses

You will be entitled to reimbursement of reasonable travel, accommodation and other expenses incurred in connection with attending meetings of the Board, its Committees, separate meetings of Independent Directors, general meetings and such other meetings or programmes as may be authorised by the Company.

3. Annual remuneration

You will be paid annual remuneration of INR [.] (Rupees [.] Only), exclusive of sitting fees and reimbursement of expenses, with effect from the date of your appointment, on a proportionate basis for any part of a financial year.

12) Declaration of Independence

You shall submit a declaration of independence at the first Board meeting of every financial year and upon any change in circumstances affecting your independence.

13) Code of Conduct and Policies

As an Independent Director, you are required to comply with Codes and policies, formulated by the Company and as applicable to directors, from time to time. You shall be required to sign a confirmation of acceptance of Company's codes and policies as adopted by the Board from time to time.

14) Dealing in Company shares

You are required to comply with the applicable insider trading laws and regulations.

15) Disengagement

You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by you in the notice, whichever is later.

Your directorship on the Board of the Company shall cease in accordance with prevailing law.

The Company may disengage Independent Directors prior to completion of term upon violation of any applicable law and / or Company's Codes and Policies.

If at any time, there is a change that may affect your status as an Independent Director as envisaged under the Act or SEBI Listing Regulations, you agree to promptly submit your resignation to the Company with effect from the date of such change.

16) Acceptance of Appointment

The terms and conditions of your appointment shall be open for inspection at the registered office of the Company and may be disclosed as required under applicable laws, including on the Company's website.

Please confirm your acceptance of the terms as mentioned herein by signing and returning the enclosed duplicate copy of this letter.

It is a pleasure to have you on board. I am confident that your association, expertise and advice will immensely benefit the Company and the Board.

for **EverBrands India Limited**

[.]
Designation - [.]
DIN: [.]

AGREE AND ACCEPT

I have read and understood the terms of my appointment as an Independent Director of the Company and I hereby affirm my acceptance to the same.

_____
Name: [.]

Place:
Date: