

Dated: September 24th 2015

To
The Independent Director

Sub: Appointment Letter to an Independent Director

We thank you for your confirmation to Krypton Industries Limited ("the Company") that you meet the "Independence" criteria as envisaged in section 149(6) of the Companies Act, 2013 and Clause 49 of the Listing Agreement (as amended vide Circular issued by Securities and Exchange Board of India ref no. CIR/CFD/POLICY CELL/2/2014 dated April 17, 2014 and effective from October 01, 2014.

Pursuant to your confirmation, we are pleased to inform you that the Shareholders of the Company at the Annual General Meeting held on September 24, 2015 appointed you as an Independent Director of the Company to hold the office for a term of five consecutive year's upto March 17, 2020.

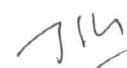
The letter of Appointment sets out the Terms and conditions covering your roles, duties responsibilities and liabilities as an Independent Director on the Board of the Company.

1. Appointment/ Re-appointment

- 1.1. Your appointment is subject to the provisions of the Companies Act, 2013.
- 1.2. As an Independent Director, you are not liable to retire by rotation.
- 1.3. Your appointment is for an initial term of five consecutive years to hold the office of the company upto March 17, 2020, unless terminated earlier or extended, as per the provisions of this letter or applicable laws.
- 1.4. Re-appointment for another term of maximum period of five years at the end of the current term shall be subject to the approval of the Board and the shareholders by way of Special Resolution. Your re-appointment would be considered by the board based on the outcome of the performance evaluation process and you continuing to maintain the status of Independence.
- 1.5. During the Appointment, you may be asked to serve on one or more of the Board Committees including the Audit, Nomination & Remuneration, and Stakeholders Relationship Committees.

2. Time Commitment

- 2.1. The Board as a whole is responsible for promoting the success of the company by directing and supervising the Company's affairs. You agree to devote such time as is prudent and necessary for the proper performance of your roles, duties, responsibilities as an Independent Director.
- 2.2. You will be expected to attend the meetings of the Board and Board Committees to which you have been appointed as a Member.



3. Roles, Duties & Responsibilities

- 3.1. As member of the Board/Board Committees you along with the other directors collectively responsible for meeting the objectives of the Board /Board Committees of the company which include the duties of Directors as mentioned under Companies Act, 2013 (section 166) and clause 49 of the Listing Agreement.
- 3.2. You shall also abide by the Code of Conduct for Independent Directors as specified in Schedule IV to section 149(8) of the Companies Act, 2013.

4. Status of Appointment

You will not be an employee of the company and please note that this is a contract of Service, not a contract of employment.

5. Remuneration

- 5.1. As an Independent Director, you shall be paid the sitting fees for attending the Meetings of the Board and the Board Committees of the company in which you have been appointed. You may also receive the profit related commission as approved by the Board from time to time.
- 5.2. In addition to the above, you will be entitled to the reimbursement of expenses including of travelling, hotel and other incidental expenses incurred by you while performing the role as an Independent Director of the Company.

6. Code of Conduct

As an Independent Director of the company, you agree to abide by the code of Conduct for Independent Directors, Code of Conduct for Directors & Senior Management Personnel and code of conduct of Prevention of Insider Trading as issued by the company and you have been provided the copies of the same.

7. Induction and Development

The company shall, if required conduct the formal induction program for its Independent Directors and 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. Performance Evaluation

As a member of the Board, your performance as well as the performance of the Board shall be evaluated annually.



9. Disclosures, other Directorship and business interest

- 9.1. During the term, you agree to promptly inform the company of any change in your directorships and provide such other disclosures and information as may be required under applicable laws from time to time.
- 9.2. You also agree to disclose promptly about any potential conflict of interest with your position as an Independent Director in the company.
- 9.3. During the term, you also agree to promptly provide a declaration u/s 149(7) of the Companies Act, 2013, every year.

10. 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 times after its termination) any confidential information including any price sensitive information (except what is available in public domain) concerning the company and any group companies with which you come into contact by virtue of your position as a Non-Executive Director of the company.

11. Insurance

The company is currently reviewing the insurance policies to cover liabilities of directors and officers while serving on the board or working as an officer of the company.

12. Personal Details

You will keep the company informed of the postal address along with contact number for communication including the changes that may occur during your term of employment with the company.

13. Termination

- 13.1. Your directorship on the Board of the company shall terminate or cease in accordance with the law. Apart from the grounds of termination as specified in the Companies Act, 2013 your directorship may be terminated for violation of any provisions of the company's code of conduct.
- 13.2. You may resign from the Board of the company by giving a notice in writing to the Company stating the reasons of 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.



14. Miscellaneous

14.1 As per the provisions of the Companies Act, 2013 and clause 49 of the Listing Agreement, this letter along with your detailed profile shall be disclosed on the website of the company and the relevant stock exchange.

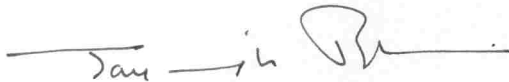
14.2. No waiver or modification in this letter shall be valid unless made in writing and signed by you and the company.

We are confident that the Board and the company will benefit immensely from your rich experience and we eager to have you as an integral part of the growth of our company. If these terms of appointment are acceptable to you, please confirm your acceptance and signing the enclosed copy of this letter.

We thank for your continued support and commitment to the company.

Yours Sincerely,

For Krypton Industries Limited



Jay Singh Bardia

Managing Director