DATE __/ __/ ______

Name ___________
Address __________

Subject: Appointment of Independent Director

We are pleased to informyou that upon the recommendation of Nomination and Remuneration Committee, approval of the Board of Directors of Qualitek Labs Limited (hereinafter referred to as QLL or the Company) and approval of Shareholders of the Company at the Annual General Meeting held on ___, you are being appointed as an Independent Director on the Board of the Company.

The terms of your appointment shall be as follows:

1. APPOINTMENT

1.1 You have been appointed as a Non-Executive Independent Director on the Board of Directors of FVL with effect from ____________________________for a period of upto ___years. The appointment shall be governed by the provisions of the Companies Act, 2013 and the Listing Regulations, 2015, as amended from time to time, respectively. The appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and the Listing Regulations, 2015.

1.2 The term **'Independent Director'** should be construed as defined under the Companies Act, 2013 and the Listing Regulations, 2015.

1.3 The Company has adopted the provisions with respect to the appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the Listing Regulations, 2015. Accordingly, the Independent Directors will serve for not more than two terms of five years each on the Board of the Company. The disengagement earlier than five years will be in accordance with the provisions of the Companies Act, 2013 or on mutually agreed terms.

1.4 The provisions contained in the Companies Act, 2013 and the Listing Regulations, 2015 will apply as regards performance evaluation of Independent Directors is concerned. The performance of Independent Directors shall be evaluated by the entire Board of Directors, excluding the Director being evaluated. On the basis of the report of performance evaluation, it shall be determined whether to extend or continue the term of your appointment as an Independent Director.

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. The appointment on such Committee(s) will be subject to the applicable regulations.

3. TIME COMMITMENT

3.1 As a Non-Executive Director, it is 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.

3.2 By accepting this appointment, it is confirmed 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

The role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the Listing Regulations, 2015.

5. NATURE OF APPOINTMENT AND COMPENSATION

Appointment as an Independent Director shall not refer the status of an employee 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. Further, remuneration shall be paid by way of commission as may be approved by the Board and 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. CONFIDENTIALITY

All information acquired during your appointment is confidential to FVL 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 FVL.

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

9. RESIGNATION & TERMINATION OF THE AGREEMENT

9.1 Resignation from the position at any time can be given and should you wish to do so, it is requested to serve a reasonable written notice to the Board.

9.2 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.

9.3 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.

10. 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 FVL, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

For any questions or clarifications with respect to terms of appointment contained herein, please contact the Executive Director, Legal & Corporate Affairs and Company Secretary.

Yours sincerely Chairman
For and on behalf of **Qualitek Labs Limited**

I hereby acknowledge receipt of and accept the terms set out in this letter. Signed ……………………………….
Dated ………………………………..