

Date: 01.06.2025

Mr. Prem Chand

GurgaonOne Housing Complex,
Property No. GP-1-1B, Sector-22,
Mullahera Gurgaon, Haryana-122015

Subject: Appointment as an Independent Director

We are pleased to inform you that the board of directors have approved your appointment as Independent Director w.e.f. 01.06.2025 in consideration to your consent received subject to the confirmation of shareholders pursuant to the provisions stated under the Companies Act, 2013 (hereinafter referred as “the Act”).

This Letter of appointment sets out the terms and conditions covering your appointment which are as follows:

1. Appointment

- Subject to the provisions of Section 149, 152 and other applicable provisions of Companies Act, 2013, if any, you are appointed as Non-Executive Independent Director on the Board of Directors with effect from 01.06.2025.
- Your term of appointment is for a period of 5 years.
- As an Independent director, you will not be liable to retire by rotation.

2. Status of Appointment

You will not be an employee of the Company, and this letter shall not constitute a contract of employment.

3. Roles, duties and responsibilities

- As member of the board, you along with the other directors will be collectively responsible for meeting the objective of board which include:
 - i. Compliance with the requirements under the Companies Act, 2013 (“the Act”);and
 - ii. Accountability under the Directors Responsibility Statement
- The Independent Director shall abide by the “Code for Independent Directors” as prescribed under Section 149(8) read with Schedule IV of the Act and shall also comply with the applicable provisions of the Code of Conduct, if any, framed by the Board for Directors and Senior Management of the Company.
- The Independent Director shall act in accordance with the Articles of Association of the Company and, while discharging his/her duties, comply with the requirements of Section 166 read with Schedule IV of the Act.

Regd. Office: 4th & 5th Floor, Block-A, NDM-1, Netaji Subhash Place, Delhi –110034. Tel: 011- 66105100

Admin. Office: Unit No. 405, Sri Krishna Complex, 4th Floor, New Link Road, Opposite Laxmi Industrial Estate, Andheri (West), Mumbai- 400053

Tel: +91 22 6677 6845 / 6846 Email: info@shogunorganics.com

Factory: Plot No. D-18, MIDC Kurkumbh, Taluka – Daund, Distt – Pune 413802

CIN: U99999DL1993PLC432040

- Independent Director will be held liable only in respect of such acts of omission or commission by the Company which have occurred with his knowledge, attributable through Board processes, and with his/her consent or where he has not acted diligently.
- During the term of appointment, you may be required to serve on one or more committees of the Board, as may be decided by the Board from time to time, in accordance with the provisions of the Act.
- 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.
- Considering the nature of the role of a director, it is difficult for a company to lay down specific parameters on time commitment. You agree to devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities as an Independent Director.

4. Remuneration

- The proposed remuneration is as under:

S. No.	Particular	Amount (in INR)
1.	Sitting Fees per Board Meeting	50,000.00

- You shall not be entitled to any stock option.
- Further, the Company may pay or reimburse to you such expenditure, as may have been incurred by you while performing your role as an Independent Director of the Company. This could include reimbursement of expenditure incurred by you for accommodation, travel and any out-of-pocket expenses for attending Board / Committee meetings, General Meetings, site visits, induction and training (organized by the Company for Directors).

5. Disclosures, other directorships and business interest

During the term, you agree to 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. You also agree that upon becoming aware of any potential conflict of interest with your position as an Independent Director of the Company, you shall promptly disclose the same to the company. By signing this letter, you hereby confirm that as on date of this letter, you have no such conflict-of-interest issues with your existing directorships.

During your term, you agree to promptly provide a declaration under Section 149(7) of the 2013 Act upon any change in circumstances which may affect your status as an Independent Director.

6. Training and Development

- The Company may, if required, conduct formal training program for its Independent Directors which may include any or all of the following:
 - i. Board roles and responsibilities, whilst seeking to build working relationship among the Board members;
 - ii. Company's vision, strategic direction, core values, ethics and corporate governance practices;
 - iii. Familiarization with financial matters, management team and business operations;
- Periodic presentations are made at the Board meetings, on business and performance updates of the Company, global business environment, business strategy and risks involved.

7. Insurance

The Company will take an appropriate Directors' and Officers' Liability Insurance policy and pay the premiums for the same, if applicable. It is intended to maintain such insurance cover for the Term of your appointment, subject to the terms of such policy in force from time to time. A copy of the policy document will be supplied on request.

8. Evaluation

Your continuation on the Board shall be subject to a satisfactory performance evaluation in accordance with applicable governance standards.

9. Conflict of Interest

- It is accepted and acknowledged that you may have business interests other than those of the Company. As condition to your appointment, you have already declared your directorship, appointments, and interest to the Board in writing in the prescribed form at the time of the consent to act as director.
- 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 the whole-time directors or Managing Director or to the Chairman or Secretary, if any.

10. Confidentiality

- All information acquired during your appointment is confidential to the Company and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance unless required by law or by the rules of any regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by the Company.
- Your attention is also drawn to the requirements under the applicable laws and the Company's Code of Conduct, including provisions relating to confidentiality and handling of sensitive information. You are advised to avoid making any statements or undertaking any actions that may result in a breach of such requirements without prior approval of the Chairman.

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11. 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.
- Continuation of your appointment is in accordance with provisions of the Act, and the Articles of Association of the Company, as amended from time to time.
- Your appointment may also be terminated in accordance with provisions of the Act, and the Articles of Association of the Company, as amended from time to time.

12. Governing Law

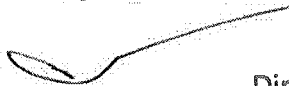
- This agreement is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of the Indian courts.

This letter constitutes neither a contract for services nor a service contract.

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

Thanking You.

For Shogun Organics Limited



Director

Piyush Jindal
Director
DIN:06515285

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.

Signature:



Name: Prem Chand
Date: 07.06.2025
Place: Gurgaon