



SANDHAR TECHNOLOGIES LIMITED

TERMS & CONDITIONS FOR APPOINTMENT OF INDEPENDENT DIRECTORS

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The terms and conditions of appointment of Independent Directors are subject to the extant provisions of the (i) Applicable Laws, including the Companies Act, 2013 ("Act") and the Securities Exchange Board of India (Listing Obligations and Disclosure Requirement) Regulations, 2015 ("SEBI Listing Regulations"), and (iii) Articles of Association of the Company.

The Broad Terms and Conditions are as under:

1. Appointment

The appointment will commence from their effective date of appointment for a period of 5 years or attaining the age of 75 years, whichever is earlier ("Term"). The company may disengage Independent Director prior to the completion of the term subject to compliance of relevant provisions of the Act. The term shall not be more than 2 consecutive terms. However, he shall be eligible for re-appointment after an expiration of 3 years of ceasing to be an Independent Director. They shall also not be liable to retire by rotation.

2. Role, Duties and Responsibility

- i. As members of the Board, they along with other Directors will be collectively responsible for meeting the objectives of the Board which include:
 - Requirements under the Act
 - Responsibilities of the Board as outlined in the Corporate Governance requirements as prescribed under the Listing Regulations, and
 - Accountability under the Director's Responsibility Statement
- ii. They shall abide by the "Code for Independent Directors" as outlined in the Schedule IV to Section 149(8) of the Act, and duties of Directors as provided under section 166 of the Act and SEBI Listing Regulations.
- iii. To provide guidance in their area of expertise

3. Time Commitment

To devote such time as is prudent and necessary for the proper performance of their role, duties and responsibilities as Independent Director.

4. Remuneration

As Independent Directors, they shall be paid sitting fees for attending the meetings of the Board and the Committees of which they are members. The sitting fees for attending each meeting of the Board and its Committees would be as determined by the Board from time to time. In addition to the sitting fees, commission that may be determined by the Board

may also be payable to them. In determining the amount of this commission, the Board supported by the Nomination and Remuneration Committee may consider performance of the Company and their performance as evaluated by the Board.

5. **Reimbursement of Expenses**

In addition to the remuneration, the Company may pay or reimburse to the Director such expenditure, as may have been incurred by them while performing their role as an Independent Director of the Company

6. **Insurance**

The Company will take an appropriate Director's and Officer's Liability Insurance Policy and pay the premiums for the same. It is intended to maintain such insurance cover for the term of their appointment, subject to the terms of such policy in force from time to time

7. **Code of Conduct and other Compliances**

Independent Director shall comply with relevant regulations as may be issued by the Government of India and such other authorized bodies as set up by the Government on its behalf, including the Code for Independent Directors, Code of Conduct and Ethics for Directors and Senior Executives and Insider Trading Code and such other requirements as the Board of Directors may from time to time specify.

At the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect their status as an Independent Director, they shall give a declaration to that effect confirming that they have met the criteria of independence as provided in Section 149(6) of the Companies Act, 2013 and Listing Regulations.

8. **Training and Development**

The Company may if required conduct formal training program for its Independent Directors.

The Company may, as required support the Directors to continually update their skills and knowledge and improve their familiarity with the Company and its business. The Company will fund/arrange training on all matters which are common to the whole Board.

9. **Performance Appraisal/ Evaluation Process**

As members of the Board, their 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.

10. Disclosures, other directorships and business interests

During the Term, they agree to promptly notify the Company of any change in their directorships, and provide such other disclosures and information as may be required under the applicable laws. They also agree that upon becoming aware of any potential conflict of interest with their position as Independent Directors of the Company, they shall promptly disclose the same to the Chairman and the Company Secretary. During their Term, they agree to promptly provide a declaration under Section 149(7) of the Act, upon any change in circumstances which may affect their status as an Independent Director.

11. Change of Personal Details

During their term, they shall promptly intimate to the Chairman and Company Secretary in the prescribed manner, of any changes in address or other contact and personal details provided to the Company.

12. Disengagement

They may resign from the Directorship of their 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 them in the notice, whichever is later.
