



Sahajanand Medical Technologies Limited

Terms and Conditions for appointment of Independent Directors

The terms and conditions of appointment of the Independent Directors are subject to the extant provisions of the applicable laws, including the Companies Act, 2013 (“Act”) and Articles of Association of the Company.

The broad terms and conditions for appointment of Independent Directors are reproduced hereunder:

I. Appointment:

- A. Appointment of Independent Directors is subject to maximum permissible Directorships that they can hold as per the provisions of Section 165 of the Act.
- B. The term Independent Director should be construed as defined under section 149 of the Act.
- C. The appointment and tenure of an Independent Director shall be consistent with the Act. The Company is at liberty to disengage Independent Director earlier subject to compliance of relevant provisions of the Act.
- D. The performance of an Independent Director shall be evaluated by the Board annually.
- E. As Independent Directors, they shall not be liable to retire by rotation.

II. Committees:

- A. The Board has constituted the following Committees to discharge the delegated functions as provided under the Act or otherwise:
 - a. Audit Committee
 - b. Nomination and Remuneration Committee
 - c. Corporate Social Responsibility Committee
- B. The constitution of the aforementioned committees is decided by the Board at its meetings. Whenever such committees are recast, they may be expected to be a member and attend the meetings of one or more of the committees. Needless to mention, serving on one or more of the aforementioned committees would be subject to their consent at the time of the appointment.



Time Commitment:

- A. As Independent Directors they will be expected to bring objectivity and independent view to the Board's discussions and to facilitate 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.
- B. As Independent Directors they will be expected to attend board & committee meetings of which they are a member/may be appointed as a member and shareholders' meetings. They are expected to devote such time to discharge their duties, as may be appropriate for them.

IV. Duties & Responsibilities:

Role and duties of Independent Directors will be those normally required under the Act or any other applicable statute. There are certain duties prescribed for all Directors, both Executive and Non- Executive, which are fiduciary in nature and are as under:

- i. They shall act in accordance with the provisions of the Act and Company's Articles of Association,
- ii. They shall act in good faith to promote the objects of the Company for the benefit of its members as a whole, and in the best interest of the Company.
- iii. They shall discharge their duties with due and reasonable care, skill and diligence.
- iv. They shall not involve themselves in a situation in which they may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
- v. They shall not achieve or attempt to achieve any undue gain or advantage either to themselves or to their relatives, partners, or associates.
- vi. They shall not assign their office as Director and any assignments so made shall be void.

In addition to above requirements applicable to all Directors, Independent Directors shall comply with the Code for Independent Directors as provided in



Schedule IV of the Act defining guidelines for their professional conduct, role and duties.

They will be additionally required to comply with the Code of Business Conduct, Whistle Blower Policy, Public Relations & social media Policy, Anti-Bribery and Anti-Corruption Policy, and other policies as may be applicable to them as an independent director.

V. Training and Development

The Company, shall, if required, conduct training programs, from time to time, as deemed fit for its Independent Directors which may include any or all of the following:

- Board roles and responsibilities, whilst seeking to build working relationships among the Board Members,
- Company's vision, strategic direction, core values, ethics and corporate governance practices,
- Familiarization with financial matters, management team and business operations,
- Meetings with stakeholders, visits to business locations and meetings with senior and middle management.

VI. Disclosures, other directorships

During the term of appointment, they are expected 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.

VII. Remuneration & Insurance:

As an Independent Director, they 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. Further, they will also be paid remuneration by way of commission as may be approved by the Board within an overall ceiling approved by the Board/ Shareholders and as provided under the Act.



In addition to the remuneration described in above paragraph, the Company will, for the period of their appointment, reimburse them for travel, hotel and other incidental expenses incurred by you in the performance of their role and duties.

They are covered under the Directors & Officers Liability Insurance Policy of the Company.

VIII. Confidentiality & Conflict of Interest:

A. All information acquired during their appointment is confidential and should not be released, either during their appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman or Managing Director unless required by law or regulatory authorities. On reasonable request, they shall surrender any documents and other materials made available to them by the Company.

This restriction shall cease to apply to any confidential information which may (other reason of your breach) become available to the public generally.

B. They are expected to hold and retain Company information (in whatever format you receive it) under appropriately secure conditions and not to disclose to any person or company any confidential information concerning the Company, which they may have acquired during their role as Independent Director of the Company.

C. As an Independent Director, they shall not engage in any business activity which might conflict the interest of the Company.

D. In case of any conflict of interest, the Independent Director must at the earliest opportunity make full disclosure of all the facts and circumstances and shall ensure the Company's interest are protected.

IX. Termination:

A. They may resign from their position at any time and if they wish to do so, they are requested to serve a reasonable written notice to the Board.

B. Continuation of their appointment shall be subject to the Nomination and Remuneration Policy of the Company in force from time to time and is contingent on their re- election by the shareholders in accordance with provisions of Act and the Articles of Association of the Company in force. They



will not be entitled to compensation if the shareholders do not re-elect them at any time.

- C. Their directorship on the Board of the Company shall terminate or cease in accordance with the provisions of the Act and the Articles of Association of the Company.

X. Contract:

This is a contract for services and is not a contract of employment. This agreement is governed by and will be interpreted in accordance with Indian law and their engagement shall be subject to the jurisdiction of the Indian Courts.
