

TERMS AND CONDITIONS OF APPOINTMENT OF AN INDEPENDENT DIRECTOR (“APPOINTMENT”) OF ELECTROTHERM (INDIA) LIMITED (THE “COMPANY”)

The terms of the appointment of Independent Directors shall be subject to the provisions of Companies Act, 2013, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (SEBI LODR Regulations, 2015) and Articles of Association of the Company.

1. Terms of appointment:

The tenure/terms of appointment of the Independent Director shall be as may be determined by the Board and the Shareholders in accordance with applicable laws, regulations existing at the time of appointment.

2. The Expectation of the Board from appointed Director:

The Board is expected that you are independent as per Regulation 16 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and as per Section 149(6) of the Companies Act, 2013. You should follow your duties as per Schedule- IV of the Companies Act, 2013.

3. Committees:

The Board of Directors may, if it deems fit, invite Independent Director for being appointed on one or more existing Board Committee or any such committee that is set up in the future. Appointment on such committee(s) will be subject to the applicable laws and regulations.

4. Fiduciary duties that comes with such appointment along with liability:

The duties/responsibilities of Independent Directors shall be as prescribed under the Companies Act, 2013 and any other rules or regulations (including SEBI) applicable to the Company.

5. Code of Business Ethics & Insider Trading to follow:

During the term, the Independent Director will comply with the Code of Conduct and the Code of Internal Procedures and Conduct for Prevention of Insider Trading in securities and Policy for Fair Disclosure of unpublished price sensitive information adopted by the Company and such other policies/requirements as the Board of Directors may from time to time devise/specify.

6. Insurance (D & O) if any:

The Company has taken any Directors’ and Officers’ Liability Insurance for an Independent Director.



7. Fees/Remuneration:

The Remuneration will be paid by way of sitting fees for attending the meetings of the Board and Committees as may be decided by the Board of Directors from time to time.

8. Evaluation:

The Company will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis. The re-appointment or extension of terms of Independent Director shall be subject to the outcome of the performance evaluation carried out by the Board of Directors.

9. Confidentiality:

The Director 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 time after its termination) any confidential information concerning the Company and any Group Companies with which the Director comes into contact by virtue of his/her position as an Independent Director of the Company.

The attention is drawn to the requirements under the applicable laws as to the disclosure of price-sensitive information. Consequently he/she should avoid making any statements that might risk a breach of these requirements without prior clearance from the other Members of the Board of Directors of the Company. On termination of the Appointment the Director will deliver to the Company all books, document, papers and other property of or relating to the business of the Company which are in his/her possession, custody or power by virtue of his/her position as an Independent Director of the Company. The Company may arrange the disposal of papers that the Director no longer requires.

10. Miscellaneous:

Independent Directors shall give annual declaration as required under the provision of section 149(7) of the Companies Act, 2013 and the rules made there under.

An Independent Director shall not serve as an independent director in more than seven listed companies or such number of listed Companies as may be stipulated by the Listing Agreement or any other law of the land, for the time being in force.

Further, an Independent Director who is serving as a whole time director in any listed company shall not serve as an independent director in more than three listed companies or such number of listed Companies as may be stipulated by the Listing Agreement or any other law of the land, for the time being in force.