



NARMADA BIO-CHEM LIMITED

(CIN: U24219GJ2001PLC039235)

TERMS AND CONDITIONS OF APPOINTMENT **OF INDEPENDENT DIRECTOR**

Terms and Conditions of appointment of Independent Directors

The terms and Conditions of the appointment, which shall, in any event be subject to the provisions of the Companies Act, 2013, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('Listing Regulations') and the Articles of Association of the Company, are set out below.

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

Terms of Appointment

1. The appointment will be for the period mentioned against their respective names ("Term"). The Company may remove Independent Directors prior to completion of the Term subject to compliance of relevant provisions of the Companies Act 2013 and Articles of Association of the Company.
2. In compliance with provision Section 149(13) of the Companies Act, 2013, Independent Directors are not liable to retire by rotation.
3. Re-appointment at the end of the Term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the shareholders. The re-appointment would be considered by the Board based on the outcome of the performance evaluation process and the directors continuing to meet the independence criteria.
4. The directors may be requested to be a member / Chairman of any one or more Committees of the Board which may be constituted from time to time.
5. The appointment may be terminated in accordance with the provisions of the Articles of Association of the Company or on failure to meet the parameters of independence as defined in Section 149(6) or Listing Regulations or on the occurrence of any event as defined in section 167 of the Companies Act, 2013. Upon termination or upon resignation for any reason, duly intimated to the Company, Independent Directors will not be entitled to any compensation for loss of office.

Committee

The Board may, if it deems fit, invite Independent Directors 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.

Status Of Appointment

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

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Commitment

As an Independent Director 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.

Code Of Conduct, Functions And Duties

Independent Directors will be expected to perform their duties, whether statutory or fiduciary in faithful, efficient and diligent manner. Independent Directors will have all the usual duties of an independent director under Company Law and applicable SEBI regulations.

During the tenure of their appointment, Independent Directors are required to comply with the code of conduct adopted by the Board of Directors and to comply with Schedule IV of the Companies Act, 2013 and other related issues from time to time.

Confidentiality And Access To Company Records

Under Company law, Independent Directors have a right of access to Company's documents and records, including financial records. Any confidential information which may come to their knowledge in the performance of duties as a director of the Company must not be divulged, except so far as:

- a. may be necessary in connection with the proper performance of duties to the Company;
- b. the Company may from time to time authorise Independent Directors to disclose such information as may be required by Independent Directors with the condition that Independent Directors will take all reasonable precautions as may be necessary to maintain the secrecy and confidentiality of all confidential information of the Company; or
- c. Independent Directors may be required by law to disclose

Liability

As Independent Directors will be liable only in respect of such acts which had occurred with their knowledge, attributable through Board processes, and with their consent or connivance or where Independent Directors had not acted diligently.

Re-Appointment / Resignation

Independent Directors appointment shall be governed by the provisions of the Companies Act, 2013 regarding appointment, fees, expenses, retirement, disqualification and removal of Directors or any such condition due to which Independent Directors may cease to hold office as a Director.

Upon completion of term of 3 years, Independent Directors may be re-appointed to the Board for another term subject to the satisfaction of the Board of Independent Directors performance and in accordance with the provisions of the governing law.

At any time that Independent Directors wish to resign, request them to provide a written notice, to the Managing Director by giving a reasonable forewarning of Independent Directorship intention to resign or to not seek reappointment, where it is possible, so that the Company can plan for succession of skills and experience on the Board.

Governing Law

Independent Directors appointment shall be governed by and will be interpreted in accordance with Indian law and Independent Directors engagement shall be subject to the jurisdiction of the Indian courts.