



Terms and conditions of appointment of Independent Directors

(Pursuant to Schedule IV of the Act)

Dear Sir,

We thank you for your confirmation to Sika Interplant Systems Limited (the “Company”) that you meet the “Independence” criteria as envisaged in Section 149(6) of the Companies Act, 2013 (“2013 Act”) and Regulation 16 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 [“Listing Regulations”] and for your consenting to hold office as a Director of the Company.

Pursuant to your confirmation, we are pleased to confirm that upon the recommendation of its Nomination and Remuneration Committee, the Board and the shareholders have approved your appointment as an Independent Director on the Board of the Company.

This letter sets out the terms of your appointment as an Independent Director. Your relationship with the Company will be that of an officeholder and not one of contract for employment in the Company.

The terms of your appointment, as set out in this letter, are subject to the extant provisions of the (i) applicable laws, including 2013 Act and Regulation 16 & 25 of the Listing Regulations (as amended from time to time) and (ii) Articles of Association of the Company (“AOA”).

1. Term of Appointment

1.1 Your appointment will be for an initial term of five consecutive years with effect from _____ to _____ which is approved by Shareholder’s during the _____ Annual General Meeting (AGM) held on _____.

1.2 Your term shall end in any event on either at the expiry of _____, or the date, on which you resign or are removed from the office of director, whichever is earlier.

1.3. You will be eligible for re-election for another term of five consecutive years after the expiration of the first term mentioned above subject to your own wishes and approval of the Board and Shareholders, and subject to compliance with and in accordance with the Companies Act, 2013 and any other law for the time being in force including the Listing Regulations as applicable to the Company.

1.4 An annual performance evaluation of the Board as a whole and of the individual directors will be carried out. The criteria for performance evaluation will be as determined by the Nomination and Remuneration Committee. Your performance evaluation will be done excluding your presence. Your re-appointment will also be on the basis of the report of your performance evaluation.

1.5 As an Independent Director the provisions for retirement by rotation at each Annual General Meeting of the Company shall not apply to you. Your resignation or removal shall be in accordance with the Companies Act, 2013.

1.6 Notwithstanding anything contained herein your appointment will cease immediately in case you incur any of the disqualification specified under Section 167 of the Companies Act, 2013 or any other provisions contained therein, and/or any other law for the time being in force including the Listing Agreement as applicable to the Company.

2. Duties, liabilities and Responsibilities

As member of the Board, you along with the other Directors will be collectively responsible for meeting the objectives of the Board which include:

- Requirements under the Companies Act, 2013,
- “Responsibilities of the Board” as outlined in the Corporate Governance requirements as prescribed by Stock Exchanges under Clause 49 of the Listing Agreement,
- Accountability under the Director’s Responsibility Statement,

B. You shall abide by the ‘Code for Independent Directors’ as outlined in Schedule IV of the 2013 Act, and duties of directors as provided in the 2013 Act (including Section 166) and in Regulation 25 of the Listing Regulations.

C. You will also be responsible for providing guidance in the area of your expertise.

3. Time Commitment

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.(a) Remuneration and Expenses

As an Independent Director you shall be paid sitting fees for attending the meetings of the Board and the Committees of which you are a member.

In addition to the sitting fees, profit related commission may also be payable to you. In determining the amount of this commission, the Nomination and Remuneration

Committee may consider various factors as disclosed in the remuneration policy forming part of the Board's report.

Further, the Company may pay or reimburse to you such fair and reasonable 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 attending Board/ Committee meetings, Annual General Meetings, Extraordinary General Meetings, court convened meetings, meetings with shareholders/ creditors/ management, site visits, induction, and training (organized by the Company for Directors) and in obtaining, subject to prior consultation with the Board, professional advice from independent advisors in the furtherance of your duties as an Independent Director.

5. Independence and outside interests

5.1 Based on your representation and declaration, the Board of the Company has determined you to be independent as per the provisions of the Companies Act, 2013 and the Listing Agreement.

5.2 You will in the first board meeting in which you participate as a Director and thereafter at the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect your status as an Independent Director, give a declaration that you meet criteria for independence as specified in Section 149 of the Companies Act, 2013. The format for such declaration, if any, prescribed will be made available to you by the Company Secretary of the Company.

5.3 It is accepted and acknowledged that you have business interests other than those of the Company (as disclosed to the Company in the prescribed form) and have declared any conflicts that are apparent at present. In the event that you become aware of any further potential or actual conflicts of interest, these should be disclosed to the Company as soon as they become apparent and in compliance with the requirements under the Companies Act, 2013.

5.4 You will ensure that you comply with the limit on number of directorships and memberships in committees of the board of directors of companies as prescribed under law.

6. Confidentiality

6.1 You acknowledge that all information acquired during your appointment or engagement as a director with the Company is confidential to the Company and should not be released, communicated, nor disclosed either during your appointment or following termination (by whatever means), to third parties without our prior clearance.

6.2 This restriction shall cease to apply to any confidential information which may (other than by reason of a breach of the confidentiality obligations set out herein) become available to the public generally.



6.3 You acknowledge the need to hold and retain company information (in whatever format you may receive it) under appropriately secure conditions.

6.4 Your attention is drawn to the requirements under both law and regulation regarding the disclosure of unpublished price sensitive information, and in particular to the SEBI (Prohibition of Insider Trading) Regulations, 1992, on insider dealing and Section 195 of the Companies Act, 2013. You should avoid making any statements that might risk a breach of these requirements. If in doubt, please contact the Company Secretary or the Compliance Officer (whose details are incorporated in the Code of Conduct).

6.5 During your period of appointment you are required to comply with the provisions of the Code of Conduct framed under SEBI (Prohibition of Insider Trading) Regulations, 1992. A copy of the code adopted by the Company is attached for your records.

7. Code of Conduct

7.1 The Company has framed a Code of Conduct for Directors and Senior Management. You will have to abide with the Code of Conduct and affirm compliance with it annually.

8. Board Training

8.1 On an ongoing basis, the Company will make arrangements for you to develop and refresh your skills and knowledge in areas which is mutually identified as being likely to be required, or of benefit to you, in carrying out your duties effectively, or in relation to your roles, responsibilities, rights in the Company, nature of industry in which the Company operates, business model of the Company, etc. You should endeavour to make yourself available for any relevant training sessions which may be organized for the Board.

8. Interpretation, Amendments and Modifications

8.1 This letter constitutes the terms and conditions of your appointment.

8.2 If deemed necessary any modification will be affected in compliance with applicable law and if required subject to approval of shareholders of the Company.

8.3 Any reference to any law, legislation or provision there under will include reference to such law, legislation or provision as may be amended, modified, re-enacted or supplemented from time to time.

If at any time you have any comments or questions relating to your position as an Independent Director, you are welcome to contact the Company Secretary or Compliance Officer.

On behalf of the Company and the Board, we look forward to your valued participation in the Board deliberations and successful direction of the Company's activities.

Please confirm your acceptance by signing and returning to the enclosed copy of this letter.



Please note that in compliance with the requirements under law, this letter of appointment will be placed on the website of the Company and will also be open for inspection by the members.

Yours sincerely,

FOR SIKA INTERPLANT SYSTEMS LIMITED

Managing Director & CEO
DIN: 05240807

I confirm and agree to the terms of my appointment as an Independent Director as set out in this letter.

Name:
Independent Director
DIN:
Date: