

SHARP INDIA LIMITED

Terms and Conditions of Appointment of Independent Directors The Broad Terms and Conditions of appointment of Independent Directors are as mentioned below:

1. Term of office

- a. The term of appointment of an independent directors will be In accordance with the provisions of the Companies Act, 2013 and rules thereof (hereinafter referred to as 'the Act'), and they can serve as an independent director for maximum two consecutive terms of five years each.
- b. Independent Directors will not be liable to retire by rotation.

2. Committees of Board

The Board of Directors may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. Your appointment on such Committee(s) will be subject to the applicable regulations.

3. Role, duties and responsibilities

- a. As member of the Board, your role and duties will be those as specified for an Independent Director under the Companies Act, 2013 as amended from time to time and SEBI (LODR) Regulations, 2015. Along with the other Directors you will be collectively responsible for meeting the objectives of the Board which include:
 - Requirements under the Companies Act, 2013;
 - Accountability under the Directors' Responsibility Statement;
 - Overseeing the maintenance of ethical conduct of business.
- b. You shall abide by the Code of Conduct of Independent Directors as outlined in Schedule- IV of the Companies Act, 2013, Code of Conduct for Insider Trading and Code of Conduct for Directors and Senior Management of the Company and the duties of directors as provided in the Companies Act, 2013.
- c. At the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect the status of Independent Directors as an independent director, the Company expects Independent Directors to furnish a declaration to the effect confirming that they meet the criteria of independence as provided in Section 149 (6) of the Act and under Regulation 16(1)(b) of LODR Regulations

4. 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.

5. Remuneration

- a. You 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 from time to time.
- b. Payment of sitting fees shall at all times be subject to the provisions of the Companies Act, 2013 and Rules there under and such amendments, as may be made thereto from time to time and other Acts and Rules as may be applicable.

6 .Performance Evaluation

As a member of the Board, your performance as well as the performance of the entire Board and its Committees shall be evaluated annually. The criteria for evaluation shall be determined by the Nomination and Remuneration Committee and 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.

7.Disclosures, other directorships and business interests

- a. During the Term, you agree to promptly notify the Company of any change in your directorships, and provide such other disclosures and information as may be required under the applicable laws. You also agree that upon becoming aware of any potential conflict of interest with your position as Independent Director of the Company, you shall promptly disclose the same to the Chairman and the Company Secretary.
- b. During your Term, you agree to promptly provide a declaration under Section 149(7) of the Companies Act, 2013, upon any change in circumstances which may affect your status as an Independent Director.

8.Changes of personal details

During the Term, you shall promptly intimate the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

9. Familiarization Program for Independent Directors:

The management will be organizing a suitable training programme for Independent Directors to familiarize them with the company, their roles, rights, responsibilities in the company, nature of the industry in which the company operates, business model of the company, etc. The dates of the training programme will be intimated to you sufficiently in advance.

10. Confidentiality:

- a. As an Independent Director of the Company you will come across certain confidential information about the company and its affairs from time to time. You shall maintain strict confidentiality and shall use the said information in the proper performance of your duties as an Independent Director of Sharp India Limited.
- b. At times Independent Directors may be privy to unpublished price sensitive information concerning the Company. The Company advises Independent Directors not to disclose such information to any third party without prior permission of the Company. Further, Company expects Independent Directors to adhere to the provisions of SEBI Insider Trading Regulations along with the Company's Insider Trading Code of Conduct while they are in possession of any unpublished price sensitive information.

11. Independent Board evaluation:

- a. Evaluation of performance of Independent Director on Board of Sharp India Limited would be in terms provisions of the Companies Act, 2013.
- b. It is expected that the Independent Directors of the Company shall hold at least one meeting in a year, without the attendance of non-independent directors and members of management.

12. Resignation/Termination/Retirement

- a. Your directorship on the Board of the Company shall terminate or cease in accordance with law and Articles of Association of company.
 - b. You may resign from the directorship of the 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 you in the notice, whichever is later.
 - c. If at any stage during the Term, there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the Companies Act, 2013, you agree to promptly submit your resignation to the Company with effect from the date of such change.
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