



Sindhu Trade Links Ltd.

**TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT
DIRECTORS**

The terms and conditions of the appointment of an Independent Director are subject to the extant provisions of the (i) Applicable Laws, including 2013 Act and Clause 49 of the Listing Agreement (as amended from time to time) and (ii) Articles of Association of the Company ("AOA").

The broad terms and conditions of their appointments as the Independent Directors of the Company are reproduced hereunder:

1. Appointment

1.1 The term Independent Director should be construed as defined under the Companies Act, 2013 and the Listing Agreement.

1.2 They will be appointed as a Non-Executive Independent Director on the Board of Directors of the Company and their term of appointment will be for Three (3) years with effect from their date of appointments.

1.3 They shall not be liable to retire by rotation as per the relevant provisions of the Companies Act, 2013.

1.4 Their appointments are also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and the Listing Agreement.

1.5 The Company has adopted the provisions with respect to the appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the Listing Agreement.

1.6 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.

2. Commitments

2.1 As a Non-Executive Director they are expected to bring objectivity and independence of view to the Board's discussions and help to provide the Board with

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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. They shall attend all the meetings as per the requirements of the Act.

2.2 They shall confirm that they are able to allocate sufficient time to meet the expectations from the role to the satisfaction of the Board.

3. Professional Conduct, Role and Duties

3.1 As a member of the Board, the role, responsibilities and duties will be those normally required of a Non- Executive Independent Director under the Companies Act, 2013 and the Listing Agreement.

3.2 As a Director, they shall act in accordance with the Company's Articles of Association;

3.3 They shall adhere to the "Responsibilities of the Board" as outlined in the Corporate Governance requirements as prescribed by Stock Exchanges under Clause 49 of the Listing Agreement;

3.4 They shall abide by the 'Code For Independent Directors' as outlined in Schedule IV to Section 149(8) of the 2013 Act, and duties of Directors as provided in the 2013, Act (including Section 166) and in Clause 49 of the Listing Agreement.

4. Directors' Fees/ Remuneration

They will not be an employee of the Company. They will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees attended, as per the provisions of Section 197 of the Act 2013, as may be fixed by the Board from time to time.

5. Reimbursement of Expenses

In addition to the remuneration as mentioned in point 4, the Company will, for the period of their appointment, may reimburse them for travel, hotel and other incidental expenses incurred in the performance of their roles and duties.

6. Conflict of Interest

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6.1 It is accepted and acknowledged that they may have business interests other than those of the Company. As a condition to the appointment commencing, they are required to declare any such Directorships, appointments and interests to the Board in writing in the prescribed form at the time of their appointment.

6.2 In the event that their circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgment that they are Independent, this should be disclosed to both the Board and the Secretary.

7. Confidentiality

7.1 All information acquired during the appointment is confidential to the Company and should not be released, either during their appointment or following termination (by whatever means) to third parties without prior clearance from the Board, unless required by law or by the rules of any Stock Exchange or Regulatory Body.

7.2 Unless specifically authorized by the Company, they shall not disclose Company and business information to constituencies such as the media, the financial community, employees, shareholders, agents, franchisees, dealers, distributors and importers.

8. Induction and Development

The Company shall, if required, conduct Formal Induction Programme for its Independent Directors which may include any or all of the following:

- Board roles and responsibilities,
- 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.

The Company shall, as may be required, support Directors to continually update their skills and knowledge and improve their familiarity with the company and its

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business. The Company will arrange for training on all matters which are common to the whole Board.

9. Evaluation

As a member of the Board, their performances as well as the performance of the entire Board and its committees shall be evaluated annually. Evaluation of each Director shall be done by all the other Directors. The criteria for evaluation shall be determined by the Company and disclosed in its Annual Report. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board.

10. Independent Professional Advice

There may be occasions when they consider that they need professional advice in furtherance of their duties as a Director and it will be appropriate for them to consult Independent advisers at the Company's expense. The Company will reimburse the full cost of expenditure incurred in accordance with the Company's policy.

11. Insider Trading Rules

As a Director of the Company, they shall be considered as an "officer" and an insider under the Insider Trading Regulations. Any trade of the Company's stock by them and their relatives shall be subject to the appropriate statutory disclosures and will require prior approvals in accordance with the regulations.

12. Disclosure of Interest

They shall disclose material interest in any transaction or arrangement that the Company has entered into. Such interest should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that they are interested in any contracts with a particular person, firm or company is acceptable.

13. Termination

- a) The Company is at liberty to disengage Non- Executive Independent Director earlier subject to compliance of relevant provisions of Companies Act, 2013.

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- b) The existing term of the appointment can be prematurely concluded by either party, the party deciding to so conclude the existing term of appointment would serve a reasonable written notice on the other.
- c) In addition to the above, continuation of their contract of appointment is also contingent on the satisfactory performance as an Independent Director and any other relevant statutory provisions relating to the removal or disqualification of a director and subject to the performance evaluation by the Board of Directors.

14. Changes of personal details

During the Term, they 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.

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