

POLICY FOR
Terms and Condition for
Appointment of INDEPENDENT
DIRECTORS (ID)

SAWACA BUSINESS MACHINES LIMITED
(CIN: L74110GJ1994PLC023926)

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TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

1. INTRODUCTION

The terms and conditions of appointment of Independent Directors are subject to the extent provisions of the (i) applicable laws, including the Companies Act, 2013 (“ Act”) and the SEBI (Listing Obligation and Disclosure Requirements) Regulations, 2015 (“LODR”) and (ii) Articles of Association of the Company.

2. APPOINTMENT

The appointment will commence from their effective date of appointment for the period of 5 years or the Director attaining the age of 75 years, whichever is earlier (“Term”). The appointment will be for the period mentioned against their respective names (“Term”). The company may disengage Independent Directors prior to completion of the term subject to compliance of relevant provisions of the Companies Act, 2013.

As Independent Directors, they will not be liable to retire by rotation.

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 reappointment would be considered by the Board based on the outcomes of the performance evaluation process and the directors continuing to meet the independent criteria.

The directors may be requested to be a member/ Chairman of any one or more Committee of the Board which may be constituted from time to time.

3. ROLE, DUTIES AND RESPONSIBILITIES

1. As members of the Board, they along with the other Directors will be collectively responsible for meeting the objectives of the Board which include:
 - Requirements under the Companies Act, 2013
 - Accountability under the Director’s Responsibility Statement.

2. They shall abide by the "Code of Independent Directors" as outlined in Schedule IV to Section 149(8) of the Company Act, 2013, and duties of directors as provided in Company Act, 2013 (Including Section 166).
3. They are particularly requested to provide guidance in their area of expertise.

4. TIME COMMITMENT

They agree to devote such time as is prudent and necessary for the proper performance of their role, duties and responsibilities as an Independent Director.

5. REMUNERATION

As Independent Directors, they shall be paid sitting fees for attending the meetings of the Board and the Committees of which they are members. The sitting fees for attending each meeting of the Board and its Committees would be determined by the Board from time to time.

In addition to the sitting fees, commission that may be determined by the Board may also be payable to them. In determining the amount of this commission, the Board supported by the Nomination and Remuneration Committee may consider performance of the Company and their performance as evaluated by the Board.

Further, the Company may pay or reimburse to the Director such expenditure, as may have been incurred by them while performing their role as an Independent Director of the Company. This could include reimbursement of expenditure incurred by them for accommodation, travel and any out of pocket expenses for attending Board/ Committee meetings, 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 the expense being reasonable, professional advice from independent advisors in the furtherance of their duties as Independent Directors.

6. TRAINING AND DEVELOPMENT

The Company may conduct formal training program for its independent Directors.

The Company may, as may be required, support Directors to continually update their skills and knowledge and improve their familiarity with the company and its business. The Company will fund/arrange for training on all matters which are common to the whole Board.

7. PERFORMANCE APPRAISAL/ EVALUATION PROCESS

As members of the Board, their performance as well as the performance of the entire Board and its Committees will be evaluated annually. Evaluation of each director shall be done by all the other directors. The criteria for evaluation shall be 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.

8. DISCLOSURES, OTHER DIRECTORSHIPS AND BUSINESS INTERESTS

During the Term, they agree to promptly notify the Company of any change in their directorship, and provide such other disclosure and information as may be required under the applicable laws. They also agree that upon becoming aware of any potential conflict of interest with their position as Independent Directors of the Company, they shall promptly disclose the same to Chairman and the Company Secretary.

During their Term, they agree to promptly provide a declaration under Section 149(7) of the Company act, 2013, upon any change in circumstances which may affect their status as an Independent Director.

9. CHANGE 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.

10. DISENGAGEMENT

They may resign from the directorship of the Company by giving a notice in writing to the Company stating the reason 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 them in notice, whichever is later.

Their directorship on the Board of the Company shall cease in accordance with law. The Company may disengage Independent Directors prior to completion of Term (Subject to compliance of relevant provision of the Company act, 2013) upon the director failing to meet the criteria for independence as envisaged in Section 149(6) of Company act, 2013.

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