Terms and Conditions of

Appointment of Independent Directors

TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

BACKGROUND

The terms and conditions of appointment of the Independent Directors are subject to the extant provisions of the:

a. applicable laws, including the Companies Act, 2013 *("Act")* and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 *("Listing Regulations")*, and
b. Articles of Association of the Company.

The broad terms and conditions of their appointments as Independent Directors ("ID's") of the Company are set forth hereunder

APPOINTMENT

a. The appointment will be for the period mentioned against the irrespective 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.

b. In compliance with provision Section 149(13) of the Act, Independent Directors are not liable to retire by rotation.

c. 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.

d. 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.

e. 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.

TRAINING OF THE BOARD

Every new Independent Director of the Board will attend an orientation program. Presentations will be made by senior managerial personnel to the newly appointed Independent Director. The presentations will inter alia cover an overview of the strategy and operations to familiarize the new inductees about the vision, ideology, strategy, operations and functions of Company.

ROLE, DUTIES AND RESPONSIBILITIES

Your role and duties will be those normally required of a Non-Executive Independent Director under the Act and the Listing Agreement. There are certain duties prescribed for all Directors, both executive and Non-Executive, which are fiduciary in nature and the same are specified under Section

166 of the Act.

In addition to the above requirements, you are also required to discharge the duties, roles and functions as applicable to Independent Directors as stated under Schedule IV to the Act, as in force and as may be amended from time to time. While performing such duties, roles and functions, you will be required to abide by the 'Guidelines of Professional Conduct as stated under the said Schedule.

DIRECTORS' FEES/ REMUNERATION

A sitting fee will be paid to the Independent Director for attending each meeting of the Board as well as the Committee meetings, as may be decided by the Board from time to time in accordance with the limits prescribed under the Act and rules made thereunder.

In addition to the sitting fees, the Company may pay / reimburse to any Director such fair and actual reasonable expenditure, as may have been incurred by the Director while performing his / her role as a Director of the Company.

DISCLOSURES, OTHER DIRECTORSHIPS AND BUSINESS INTERESTS

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 Company. Please confirm that as on date of this letter, you have no such conflict of interest issues with your existing Directorships, if any.

During your Term, you agree to promptly provide a declaration under Section 149(7) of the Act, upon any change in circumstances which may affect your status as an Independent Director.

PERFORMANCE APPRAISAL/ EVALUATION PROCESS

As a member of the Board, your performance shall be evaluated annually.

Evaluation shall be done by all the other Directors. The criteria for evaluation shall be determined by the Nomination & 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.

CODE OF CONDUCT/ EXCLUDED ACTIONS

You will follow the Code of Conduct of the Company and furnish annual affirmation of the same.

You will apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the tenure as Independent Director or at any time after its cessation) any confidential information concerning the Company including any subsidiary or associate thereof with which you come into contact by virtue of your position as a Director, except as permitted by law or with prior clearance from the Chairman of the Board.

We would also like to draw your attention to the applicability of Securities & Exchange Board of India (Prohibition of Insider Trading) Regulation, 1992, which inter-alia prohibits disclosure or use of unpublished price sensitive information. You should not make any statement(s) that might risk a breach of the requirements specified under the said statute unless the same is required under any law or the same is

required for the purpose of compliance of any direction, order, etc. issued/given by any judicial authority. Additionally, you shall not participate in any business activity which might impede the application of your independent judgment in the best interest of the Company.

CHANGES OF PERSONAL DETAILS

During the term, the Independent Director 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.

TERMINATION

Your Directorship on the Board of the Company shall terminate or cease in accordance with law. Apart from the grounds of termination as specified in the Act, your Directorship may be terminated for violation of any provision of the Code of Conduct of the Company.

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.

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 Act, or if applicable, you fail to meet the criteria for "independence" under the provisions of Regulation 16(b) of Listing Regulation you agree to promptly submit your resignation to the Company with effect from the date of such change.

COOPERATION

In the event of any claim or litigation against the Company, based upon any alleged conduct, act or omission on your part during your Term, you agree to render all reasonable assistance and cooperation to the Company and provide such information and documents as are necessary and reasonably requested by the Company or its counsel.

DISSEMINATION OF THE POLICY

The policy shall be hosted on the website of the Company i.e. https://www.aimtron.in

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Effective Date: 01/11/2023

Date of Approval by Board of Directors: 01/11/2023