TERMS AND CONDITIONS OF APPOINTMENT OF INDEPENDENT DIRECTORS

SODHANI CAPITAL LIMITED
CIN - U65991RJ2019PLC064264
Reg. Office- P No. C 373, First Floor, C Block,Vaishali Nagar,Jaipur,302021, Rajasthan
Email Id: - sodhanicapital@gmail.com**,** info@sodhanicapital.com

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

Term of Appointment:

- In accordance with the provisions of the Companies Act, 2013 and the Rules framed thereunder, the appointment shall be valid up to a term of five years. Reappointment 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 outcome of the performance evaluation process and the directors continuing to meet the independence criteria.

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

- The appointment can be terminated either by the Independent Director or by the Company as per the provisions of the Companies Act, 2013.

- 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

Vacation of Office:

- He/she shall vacate office upon occurrence of any of the events mentioned in Section 167 of the Act inter alia including, absenting himself/herself from all the meetings of the Board of Directors held during a period of 12 (twelve) months with or without seeking leave of absence.

Role and Responsibilities:
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.
- Responsibilities of the Board of Directors" as outlined in the SEBI LODR.
- Accountability under the Directors' Responsibility Statement.

The Independent Directors of the Company shall hold at least one meeting in a financial Year, without the presence of non-independent Directors and members of the management. The Independent Directors in the meeting referred above shall, inter alia:

- Review the performance of non-independent Directors and the Board of Directors as a whole;
- Review the performance of the chairperson of the listed entity, taking into account the views of executive directors and non-executive Directors; and
- assess the quality, quantity and timeliness of flow of information between the
- management of the listed entity and the Board of Directors that is necessary for the Board of Directors to effectively and reasonably perform their duties.

They shall abide by the 'Code for Independent Directors' as outlined in section 149(8) read with Schedule IV to the Companies Act, 2013 ("the Act") and duties of Directors as provided in the Act (including Section 166) and SEBI LODR.

They shall provide guidance in their area of expertise

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.

Confidentiality

He/she will not at any time

(a) retain or use for his/her benefit, purposes or account any information

(b) disclose divulge, reveal, communicate, share, transfer or provide access to any person outside the Company (other than its professional advisers who are bound by confidentiality obligations), any non-public, proprietary or confidential information - including without limitation trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals - concerning the past, current or future business, activities and operations of the Company, its subsidiaries or affiliates. Upon end of the term or termination of directorship with the Company for any reason, he/she shall (a) immediately destroy, delete, or return to the Company, at the Company's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in his/her possession or control (including any of the foregoing stored or located located in his/her office, home, laptop or other computer, whether or not Company property).

This obligation of confidentiality shall survive cessation of his/her directorship with the Company.

Code of Conduct:

The Board has adopted a Code of Conduct for the Independent Directors are expected to abide by the provisions of the aforesaid Codes and provide an annual declaration for the same.

The provisions of both, Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and the Code of Conduct on Prevention of Insider Trading, prohibiting disclosure or use of unpublished price sensitive information, would be applicable to the Independent Directors.

Additionally, they shall not participate in any business activity which might impede the application of their independent judgment in the best interest of the Company

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 at the time of their appointment.

General

All the terms and conditions as mentioned above shall be governed by the Companies Act, 2013 and Rules made thereunder and Corporate Governance requirements under the Listing Regulations, as amended from time to time.