

## DRAFT LETTER OF APPOINTMENT FOR INDEPENDENT DIRECTORS

<Date >

<Name and Address>

### Sub: Appointment as an Independent Director

Dear Sir,

#### Sub: Appointment of Independent Director

I am pleased to inform you that upon the recommendation of the Nominations and Remuneration Committee, the Board of Directors (the **Board**) of Sunrise Industrial Traders Limited (the **Company**) has approved your appointment as an independent director of the Company (**Independent Director**). This letter sets out the terms of your appointment.

#### 1) Appointment

In accordance with the provisions of Section 149 and other applicable provisions, if any, of the Companies Act, 2013 ("Act") and SEBI (Listing Obligation and Disclosure Requirement) Regulations, 2015 (as amended) hereinafter referred to as "Listing Regulations". You will serve as an Independent Director of the Company for a period of five years from ..... till ..... Your appointment is subject to the approval of shareholders at the annual general meeting of the Company scheduled to be held on .....

#### 2) Committees

Board may from time to time request you to serve on one or more of the Committees of the Board and you will perform tasks as per the terms of reference of respective committee.

#### 3) Role and Duties

Your role and duties will be those normally required of a Non-Executive Independent Director under the Act and the Listing Regulations. Some of the important ones are reproduced below;

- a) You shall act in accordance with the Company's Articles of Association.
- b) You shall act in good faith in order to promote the objects of the Company for the benefit of its members as a whole, and in the best interest of the Company.
- c) You shall discharge your duties with due and reasonable care, skill and diligence.
- d) You shall not involve yourself in a situation which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
- e) You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- f) You shall not assign your office as Director and any assignments so made shall be void

**4) Remuneration**

Company currently pays sitting fees of Rs. 2000/- for every Board meeting and Rs. 2000/- for Committee meetings attended plus reimbursement of expenses incurred for attending the meetings.

**5) Conflict of Interest**

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

b) In the event that your 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 you are independent, this should be disclosed to both the Chairman and the Secretary.

**6) Disclosure of Interest**

The Company must include in its Annual Accounts a note of any material interest that a Director may have 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 to a Board meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contracts with a particular person, firm or company is acceptable.

**7) Memberships of other boards**

It is expected that you will not serve on the boards of competing companies. Apart from the applicable law and good corporate governance practices, there are no other additional limitations.

**8) Dealing in shares**

Directors are prohibited from dealing in the Company's shares during the period when the trading window is closed. Further, Directors being designated officers of the Company for the purpose of insider trading guidelines, are to pre-clear all trades (buy/sell/gift) from the Compliance Officer.

**9) Termination**

a) You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice on the Board.

b) Your appointment may also be terminated in accordance with the provisions of the Act and Articles of Association of the Company from time to time in force.

- 10) Company periodically conducts orientation program for IDs in which presentations are made by Executive Directors or Senior Managerial Personnel. The presentations cover an overview of our strategy and operations to familiarize about Company's strategy, operations, service and products offerings, markets, organization structure, finance, HR, quality and risk management and other aspects.
- 11) Performance evaluation of IDs shall be done annually by entire Board excluding the director being evaluated. Performance is assessed based on clearly defined parameters which are enclosed.

It is a pleasure to have you on board and we are confident that your association, expertise and advice will immensely benefit the Company and the Board.

Best regards,

Yours sincerely,

**Chairman of the Board**

Encl: Code of Conduct and Ethics.

**AGREE AND ACCEPT**

I have read and understood the term of my appointment as an Independent Director of the Company and I hereby affirm my acceptance of the same.

<Name of the Director>

<Date>

<Place>