

SCANDENT IMAGING LIMITED

[Formerly known as, Count N Denier (India) Limited]

CIN NO.: L93000MH1994PLC080842

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Terms and Condition of Appointment of Independent Directors

The terms and conditions of appointment of Independent Directors shall be subject to the provisions of (i) applicable laws, including the Companies Act, 2013 and Clause 49 of the Listing Agreement; and (ii) the Articles of Association of the Company are reproduced below:-

1. Appointment:

The appointment will be for a term of five years, unless prescribed for shorter period of term or terminated earlier or extended, as per the provisions of their appointment letter or applicable laws.

The Independent Director will not be subject to retire by rotation.

During the term in the office as an Independent Directors, the Company may request the Independent Directors to be members of one or more committees of the Board, including but not limited to Audit Committee, Nomination and Remuneration Committee, Stakeholders Relationship Committee as may be established by the Company as it deems fit or as required by law.

The Board may reconstitute the composition of any/all Committees, from time to time, and any such changes shall be promptly communicated to them.

2. Role, duties and responsibilities:

A. As a member of the Board they along with other Directors will be collectively responsible for meeting the objectives of the Board which include:

- Setting the Strategic agenda of the Board with focus on long term value creation for all stakeholders.
- Establishing clear expectations in regard to culture, style and tone of Board discussions and decisions.
- Encouraging active engagement of all Board members in Board meetings and
- Effective communication with all stakeholders.

- B. They shall abide by the “Code for Independent Directors” as outlined in Schedule IV to Section 149(8) of the Companies Act, 2013 and duties of directors in terms of provisions of Companies Act, 2013 (including Section 166) and in Clause 49 of the Listing Agreement, as amended from time to time.
- C. Additionally, as Chairman of Board, his specific responsibilities would include the following:-
- Implementing the Strategic agenda set out by the Board for achieving long term value creation for all stakeholders.
 - Leading the Board and ensuring that they operate effectively in relation to all objectives.
 - Effective communication with all stakeholders.
 - Chairing and conducting general meeting of shareholders.

The Chairman will also be responsible for overseeing and providing guidance on all business related matters and financial matters.

3. Time Commitment:

Considering the nature of the role of a director, it is difficult for a company to lay down specific parameters on time commitment. They agree to devote such time as is prudent and necessary for the proper performance of their roles, duties and responsibilities as an Independent Director.

4. Remuneration:

As an Independent Director they shall be paid sitting fees for attending the meetings of the Board and the Committee of which they are the members. The sitting fees shall be paid at such amount as may be fixed by the Board, from time to time and shall be subject to the overall limits laid down under the Companies Act, 2013 and the rules made thereunder.

Further, the Company may pay or reimburse to them such fair and reasonable expenditure, as may have been incurred by them while performing their roles as Independent Directors of the Company. This could include the expenditure incurred by them for attending Board/ Committee meetings, Annual General Meeting, Extraordinary General Meetings, Meetings with Shareholders/Management, induction and training (organized by the Company for Directors) and in obtaining, subject to prior consultation with the Board, professional advice from independent advisors (at the Company’s expense) in the furtherance of their duties as Independent Director.

5. Re- appointment:

Re-appointment at the end of the term shall be based on the recommendation of Nomination and Remuneration Committee and subject to approval the Shareholders and in accordance with the Companies Act, 2013 and the rules made thereunder.

6. Disclosures, other directorships and business interest:

During their term, they agree to provide such disclosures and information as may be required under the applicable laws. They also agree that upon becoming aware of any potential conflict of interest, they shall promptly disclose the same to the Company Secretary and Compliance Officer.

During the term, they agree to promptly notify the Company Secretary and Compliance Officer of any change in their directorships, along with a confirmation that their acceptance of any additional directorship appointment shall not (a) lead to a conflict of interest with Company; and (b) impede the application of their independent judgment in the best interest of the Company.

During their term, they agree to promptly provide the declarations under Section 149(7) of the Companies Act,2013 at the first meeting of Board in which they participate as an independent directors and at the first meeting of the Board in every financial year and upon any changes in circumstances which may affect their status as an independent director.

7. Changes of personal details:

During the term, they shall promptly intimate the Company Secretary and Compliance Officer of any change in address or other personal contact details provided to the Company.

8. Termination:

Their directorship on the Board of the Company shall be terminated or cease in accordance with applicable law.

They 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 notice is received by the Company or the date, if any specified by them in their notice, whichever is later.

If at any stage during the term, there is a change that may affect their status as an Independent Director as envisaged in Section 149(6) of the Companies Act, 2013 or they fail to meet the criteria for 'independence' under the provisions of Clause 49 of the Listing Agreement, they shall submit their resignation to the Company with effect from the date of change.

Upon termination or cessation of their appointment, they agree to destroy or deliver back to the Company all documents, records, papers or other Company property which may be in their possession or under their control, and which relate in any way to the business of the Company, and they shall not retain any copies thereof.

9. Co-operation:

In the event of any claim or litigation against the Company, based upon any alleged conduct, act or omission on their part during their tenure with the Company, they agree to render all reasonable assistance and co-operation to the Company and provide such information and documents as are necessary and reasonably required by the Company or its counsel.

10. Miscellaneous:

- The appointment of Independent Director is also subject to the maximum permissible directorships that one can hold under applicable law, including as per the provisions of the Act and the Listing Agreement.
- Independent Director will not be in employment of the Company.
- Independent Director will be invited to attend ongoing training and familiarization sessions, including briefings from management and site visits.
