

TERMS OF APPOINTMENT OF INDEPENDENT DIRECTOR

Dear Mr Prakash Purushottam Wadgaonkar,

We are pleased to inform you that upon approval of Board of Directors of the Company in their meeting held on 27th July, 2024 and members of the company at AGM held on 14th September, 2024, you have been appointed as an Director (Independent Director-Non Executive) on the Board of Smruthi Organics Ltd (hereinafter referred to as SOL or the Company) w.e.f. 29th July, 2024 for a period of three years upto 28th July 2027. Your appointment is governed by the provisions of Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

1. Appointment.

You will be appointed as a Non-Executive Independent Director not liable to retire by rotation, on the Board of Directors of the Company for a term of 3 (three) years with effect from 29th July, 2024 upto 28th July, 2024 .

Your term of appointment shall be valid and remain in force as long as and to the extent they are not inconsistent with any of the provisions of the Companies Act, 2013 or any other statutory modification or re-enactment thereof Government Guidelines, Listing Regulations, 2015 and Articles of Association as may be applicable in this regard.

2. Committees.

The Board of Directors (the Board) may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. The appointment on such Committee(s) will be subject to the applicable regulations.

As an independent director, you are required to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management. The Board meets at least four times in a year. The Audit Committee also meets at least four times in a year. Besides, there are other Committee meetings like Nomination and Remuneration Committee, Stakeholders' Relationship Committee, and Corporate Social Responsibility Committee meetings which are ordinarily convened once in a year. You are expected to attend Board, Board Committees to which you may be appointed and Shareholders

meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively.

By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

3. Role and Duties.

Your role and duties will be those normally required under the Companies Act, 2013 and the Listing Regulations, 2015 which are as under:

1. You shall discharge your duties with due and reasonable care, skill and diligence.
2. 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.
3. You shall not involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
4. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
5. You shall not disclose any confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the board or required by law.
6. You should be satisfied on the integrity of financial information and that financial controls and systems of risk management are robust and defensible.
7. You should take responsibility for the processes for accurately reporting on performance and the financial position of the Company.
8. You are responsible for determining appropriate levels of remuneration of Executive Directors and have a prime role in appointing, and where necessary, removing Executive Directors and in succession planning.
9. You should comply with the applicable legislation and regulations under review and the conformity of the Company and accepted norms.

4. Board and Individual Director Evaluation Processes

The performances of the board as a whole, its committees and individual directors will be evaluated annually. Your performance evaluation shall be done without your participation by the other members of the board.

5. Remuneration.

You will be paid such remuneration by way of setting fees for meetings of the Board and its Committees as may be decided by the Board from time to time.

In addition to the remuneration, the Company for the period of your appointment shall make reimbursement of incidental expenses incurred by you in the performance of your role and duties.

6. Disclosure of Interest

You should give us required disclosure as prescribed under the status. The Company Secretary will co-ordinate with you for getting such disclosures from time to time. Further furnish us the annual declaration that you meet the criteria of Independence as per Companies Act, 2013 and listing regulations. Further update promptly, wherever there is change in circumstance which may affect your status of Independence.

7. Confidentiality

All information acquired during your appointment is confidential to SOL and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by the rules of any stock exchange or regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by SOL.

Attention is also drawn to the requirements under the applicable regulations and the SOL Share Dealing Code which concern the disclosure of price sensitive information and dealing in the securities of SOL. Consequently you should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Chairman or the Secretary.

8. Termination

Resignation from the position at any time can be given and should you wish to do so, it is requested to serve a reasonable written notice to the Board.

9. Governing Law.

This agreement is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of the Indian courts.

If you are willing to accept these terms of appointment relating to your appointment as a non- executive Independent Director of SOL, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Yours sincerely

For and on behalf of Smruthi Organics Ltd

Sd/-

E Purushotham

Chairman & Managing Director

TERMS OF APPOINTMENT OF INDEPENDENT DIRECTOR

Dear Mr Anoop Anil Doshi,

We are pleased to inform you that upon approval of Board of Directors of the Company in their meeting held on 27th July, 2024 and members of the company at AGM held on 14th September, 2024, you have been appointed as an Director (Independent Director-Non Executive) on the Board of Smruthi Organics Ltd (hereinafter referred to as SOL or the Company) w.e.f. 29th July, 2024 for a period of three years upto 28th July 2027. Your appointment is governed by the provisions of Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

1. Appointment.

You will be appointed as a Non-Executive Independent Director not liable to retire by rotation, on the Board of Directors of the Company for a term of 3 (three) years with effect from 29th July, 2024 upto 28th July, 2024 .

Your term of appointment shall be valid and remain in force as long as and to the extent they are not inconsistent with any of the provisions of the Companies Act, 2013 or any other statutory modification or re-enactment thereof Government Guidelines, Listing Regulations, 2015 and Articles of Association as may be applicable in this regard.

2. Committees.

The Board of Directors (the Board) may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. The appointment on such Committee(s) will be subject to the applicable regulations.

As an independent director, you are required to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management. The Board meets at least four times in a year. The Audit Committee also meets at least four times in a year. Besides, there are other Committee meetings like Nomination and Remuneration Committee, Stakeholders' Relationship Committee, and Corporate Social Responsibility Committee meetings which are ordinarily convened once in a year. You are expected to attend Board, Board Committees to which you may be appointed and Shareholders

meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively.

By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

3. Role and Duties.

Your role and duties will be those normally required under the Companies Act, 2013 and the Listing Regulations, 2015 which are as under:

1. You shall discharge your duties with due and reasonable care, skill and diligence.
2. 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.
3. You shall not involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
4. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
5. You shall not disclose any confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the board or required by law.
6. You should be satisfied on the integrity of financial information and that financial controls and systems of risk management are robust and defensible.
7. You should take responsibility for the processes for accurately reporting on performance and the financial position of the Company.
8. You are responsible for determining appropriate levels of remuneration of Executive Directors and have a prime role in appointing, and where necessary, removing Executive Directors and in succession planning.
9. You should comply with the applicable legislation and regulations under review and the conformity of the Company and accepted norms.

4. Board and Individual Director Evaluation Processes

The performances of the board as a whole, its committees and individual directors will be evaluated annually. Your performance evaluation shall be done without your participation by the other members of the board.

5. Remuneration.

You will be paid such remuneration by way of setting fees for meetings of the Board and its Committees as may be decided by the Board from time to time.

In addition to the remuneration, the Company for the period of your appointment shall make reimbursement of incidental expenses incurred by you in the performance of your role and duties.

6. Disclosure of Interest

You should give us required disclosure as prescribed under the status. The Company Secretary will co-ordinate with you for getting such disclosures from time to time. Further furnish us the annual declaration that you meet the criteria of Independence as per Companies Act, 2013 and listing regulations. Further update promptly, wherever there is change in circumstance which may affect your status of Independence.

7. Confidentiality

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Attention is also drawn to the requirements under the applicable regulations and the SOL Share Dealing Code which concern the disclosure of price sensitive information and dealing in the securities of SOL. Consequently you should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Chairman or the Secretary.

8. Termination

Resignation from the position at any time can be given and should you wish to do so, it is requested to serve a reasonable written notice to the Board.

9. Governing Law.

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If you are willing to accept these terms of appointment relating to your appointment as a non- executive Independent Director of SOL, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Yours sincerely

For and on behalf of Smruthi Organics Ltd

Sd/-

E Purushotham
Chairman & Managing Director

TERMS OF APPOINTMENT OF INDEPENDENT DIRECTOR

Dear Mr Dharmaraj Ramachandra Rao,

We are pleased to inform you that upon approval of Board of Directors of the Company in their meeting held on 27th July, 2024 and members of the company at AGM held on 14th September, 2024, you have been appointed as an Director (Independent Director-Non Executive) on the Board of Smruthi Organics Ltd (hereinafter referred to as SOL or the Company) w.e.f. 29th July, 2024 for a period of three years upto 28th July 2027. Your appointment is governed by the provisions of Companies Act, 2013 and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

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4. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
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Yours sincerely

For and on behalf of Smruthi Organics Ltd

Sd/-

E Purushotham
Chairman & Managing Director