



Premier Cryogenics Limited

136, MANIRAM DEWAN ROAD, CHANDMARI, GUWAHATI - 781 003

E-mail : info@premiercryogenics.com, Website : www.premiercryogenics.com

Phone : (361)2660192, 2660193, Fax : 91-361-2661787

CIN : L24111AS1994PLC004051

PCL/CA/1219/1

December 19, 2024

To

Mr. Ram Swaroop Joshi
House No.5, Ashray Apartment
Saraswati Vihar, Sunderpur
R.G.B. Road, Near NRL Petrol Pump
Guwahati – 781 005, Assam

Dear Sir

Sub:- Appointment as Independent Director

We are pleased to inform that on the basis of your consent to act as a Director of the Company, your declaration that you meet the criteria of 'independence' and the information furnished by you, the Company in its Extraordinary General Meeting held on 19th December, 2024 had appointed your goodself as an Independent Director on the Board of Directors of the Company for a term of five consecutive years by passing an ordinary resolution pursuant to the provisions of Section 149, 152 and 164 read with Schedule IV and all other applicable provisions of the Companies Act, 2013 and the Rules made thereunder.

The terms and conditions of your appointment as Independent Director of the Company as set out in this letter of appointment are subject to the provisions of the applicable laws including the Companies Act, 2013 ("the Act"), Regulation 16, 17, 25 and other applicable provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and the Articles of Association of the Company as amended from time to time. Please note that this appointment is a contract for service and not a contract of employment.

Term of Appointment

Your appointment as an Independent Director is effective from 19/12/2024 and shall be for a term of five consecutive years upto 18/12/2029. The tenure of appointment is subject to your meeting the criteria for being an Independent Director and not being disqualified to be a Director under the applicable laws and also subject to the maximum permissible directorship that one can hold as per the provisions of the Act and the Listing Regulations. Your appointment shall not be subject to rotation as per the provisions of Section 152(6) of the Act.

Role and Board's Expectations

You are expected to provide your expertise and experience in the functioning of the Board and in any Committee of the Board wherein you may be nominated. In addition to attending meetings of the Board and Committee(s), you should allow time for general discussions and deliberations when called for or necessary, preparatory work and travel, accept additional appointments in or on behalf of the Company wherever any statutory provisions or other non-statutory best practices requires an independent, non-executive presence and to ensure that you are in a position to give the necessary time for the commitments. Further, you shall strive to be present at the separate meeting(s) of Independent Directors of the Company whenever held pursuant to the provisions of Schedule IV to the Companies Act, 2013.

Duties and Liabilities

You are expected to perform the fiduciary duties that come with such an appointment along with accompanying liabilities and exercise reasonable skill, care and diligence expected of every Director, enumerated as under:

1. You shall act in good faith in order to promote the objectives of the Company for the benefit of its members as a whole, and in the best interest of the Company.
2. You shall act in accordance with the Company's Articles of Association.
3. You shall discharge your duties with due and reasonable care, skill and diligence.
4. 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.
5. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
6. You shall not assign your office as Director and any assignment so made shall be void.

During your tenure as an Independent Director, you shall provide declaration under Section 149(7) of the Act that you meet the criteria of independence or upon any change in circumstances that may affect your independence in relation to the Company. You shall also disclose your interest as per Section 184 and other applicable provisions of the Act.

You shall maintain the highest standards of confidentiality, and shall not disclose to any person, company or institution (during your tenure as Independent Director or after its cessation), any confidential information concerning the Company and any Group Company(ies) with which you may come into contact by virtue of your position as a Director, except as permitted by law or with prior clearance of the Chairman or of the Board of Directors of the Company, in case you are appointed as the Chairman.

You shall not commit the Company in any way, nor shall you make any statements on the Company's behalf or concerning the Company to the media, financial institutions or anyone associated with the stock market or investor or community without the express authorization of the Board.

In addition to performance of the above functions and duties as a Director or the functions or duties of the Board collectively, you, as an Independent Director shall also perform the duties of an Independent Director as specified in Schedule IV to the Act.

You will be held liable, only in respect of such acts of omission or commission by the Company which have occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you have not acted diligently.

Adherence to Codes

Besides adhering to "the Code for Independent Directors" as laid down in Schedule IV to the Companies Act, 2013, you shall also abide by the Company's "Code of Conduct for Directors and Senior Management Personnel" and furnish an annual affirmation of the same. You shall also abide by the Company's other applicable policies and codes, including those relating to prevention of insider trading or insider information or price sensitive information, whistle blower policy and the requirements under the Companies Act, 2013 and SEBI Regulations. You shall not make any statement(s) in breach of these requirements except as permitted by or required under any law for the time being in force or with prior clearance of the Chairman or of the Board of Directors of the Company, in case you are appointed as the Chairman.

Actions not to be done

The list of actions that you should not do while functioning as an Independent Director in the Company includes the following:

- Any action that involves any violation of applicable laws;
- Any action that involves any breach, in letter and spirit, of the Company's Code of Conduct for Directors and Senior Management Personnel;
- Any action that involves the Directors personnel interest, except as disclosed as per applicable laws, or unduly compromises or conflicts with the interest of the Company.

Performance Evaluation

Your performance shall be evaluated annually by the Board of Directors without your participation. You will participate in reviewing the performance of non-independent Directors and the Board as a whole, performance of the Chairperson and other Independent Directors.

Remuneration

You will be entitled to sitting fees, (subject to applicable tax deduction at source), for attending meetings of the Board or Committee thereof or for any other purpose as may be decided by the Board of Directors from time to time. In addition, you will be entitled to reimbursement of conveyance expenses for participation in the Board and other meetings of the Committee.

Termination

Your appointment will terminate automatically on the expiry of the term of appointment as mentioned above or vacation of office in terms of Section 167 of the Companies Act, 2013 or in accordance with the provisions of the Company's Articles of Association or may cease in accordance with the applicable laws for the time being in force.

There is no compensation for termination of office under any circumstances.

You may also resign from directorship of the Company at any time by giving a notice in writing to the Board of the Company stating the reasons for resignation and also to the Registrar of Companies.

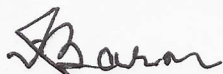
General

The Agenda for Board and Committee meetings and all relevant papers which require study before the meetings will be provided to you sufficiently in advance (save in exceptional circumstances).

All the terms as mentioned above including your appointment, remuneration, professional conduct, role functions and duties shall be governed by the Act (in particular, Schedule IV to the Act), Rules made thereunder, Corporate Governance requirements under the Listing Regulations, as amended from time to time, the Articles of Association and the policies of the Company.

This letter and any non contractual obligations arising out of or in connection with this letter are governed by and shall be construed in accordance with the laws in India and subject to the exclusive jurisdiction of the appropriate Courts of India.

Yours faithfully
For PREMIER CRYOGENICS LTD.



ABHIJIT BAROOAH
MANAGING DIRECTOR



Premier Cryogenics Limited

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PCL/CA/1219/2

December 19, 2024

To
Dr. Nripendra Narayan Sarma
Sapta Swahid Path
Sarumataria, Dispur
Guwahati- 781006 Assam

Dear Sir

Sub:- Appointment as Independent Director

We are pleased to inform that on the basis of your consent to act as a Director of the Company, your declaration that you meet the criteria of 'independence' and the information furnished by you, the Company in its Extraordinary General Meeting held on 19th December, 2024 had appointed your goodself as an Independent Director on the Board of Directors of the Company for a term of five consecutive years by passing an ordinary resolution pursuant to the provisions of Section 149, 152 and 164 read with Schedule IV and all other applicable provisions of the Companies Act, 2013 and the Rules made thereunder.

The terms and conditions of your appointment as Independent Director of the Company as set out in this letter of appointment are subject to the provisions of the applicable laws including the Companies Act, 2013 ("the Act"), Regulation 16, 17, 25 and other applicable provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and the Articles of Association of the Company as amended from time to time. Please note that this appointment is a contract for service and not a contract of employment.

Term of Appointment

Your appointment as an Independent Director is effective from 19/12/2024 and shall be for a term of five consecutive years upto 18/12/2029. The tenure of appointment is subject to your meeting the criteria for being an Independent Director and not being disqualified to be a Director under the applicable laws and also subject to the maximum permissible directorship that one can hold as per the provisions of the Act and the Listing Regulations. Your appointment shall not be subject to rotation as per the provisions of Section 152(6) of the Act.

Role and Board's Expectations

You are expected to provide your expertise and experience in the functioning of the Board and in any Committee of the Board wherein you may be nominated. In addition to attending meetings of the Board and Committee(s), you should allow time for general discussions and deliberations when called for or necessary, preparatory work and travel, accept additional appointments in or on behalf of the Company wherever any statutory provisions or other non-statutory best practices requires an independent, non-executive presence and to ensure that you are in a position to give the necessary time for the commitments. Further, you shall strive to be present at the separate meeting(s) of Independent Directors of the Company whenever held pursuant to the provisions of Schedule IV to the Companies Act, 2013.

Duties and Liabilities

You are expected to perform the fiduciary duties that come with such an appointment along with accompanying liabilities and exercise reasonable skill, care and diligence expected of every Director, enumerated as under:

1. You shall act in good faith in order to promote the objectives of the Company for the benefit of its members as a whole, and in the best interest of the Company.
2. You shall act in accordance with the Company's Articles of Association.
3. You shall discharge your duties with due and reasonable care, skill and diligence.
4. 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.
5. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
6. You shall not assign your office as Director and any assignment so made shall be void.

During your tenure as an Independent Director, you shall provide declaration under Section 149(7) of the Act that you meet the criteria of independence or upon any change in circumstances that may affect your independence in relation to the Company. You shall also disclose your interest as per Section 184 and other applicable provisions of the Act.

You shall maintain the highest standards of confidentiality, and shall not disclose to any person, company or institution (during your tenure as Independent Director or after its cessation), any confidential information concerning the Company and any Group Company(ies) with which you may come into contact by virtue of your position as a Director, except as permitted by law or with prior clearance of the Chairman or of the Board of Directors of the Company, in case you are appointed as the Chairman.

You shall not commit the Company in any way, nor shall you make any statements on the Company's behalf or concerning the Company to the media, financial institutions or anyone associated with the stock market or investor or community without the express authorization of the Board.

In addition to performance of the above functions and duties as a Director or the functions or duties of the Board collectively, you, as an Independent Director shall also perform the duties of an Independent Director as specified in Schedule IV to the Act.

You will be held liable, only in respect of such acts of omission or commission by the Company which have occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you have not acted diligently.

Adherence to Codes

Besides adhering to "the Code for Independent Directors" as laid down in Schedule IV to the Companies Act, 2013, you shall also abide by the Company's "Code of Conduct for Directors and Senior Management Personnel" and furnish an annual affirmation of the same. You shall also abide by the Company's other applicable policies and codes, including those relating to prevention of insider trading or insider information or price sensitive information, whistle blower policy and the requirements under the Companies Act, 2013 and SEBI Regulations. You shall not make any statement(s) in breach of these requirements except as permitted by or required under any law for the time being in force or with prior clearance of the Chairman or of the Board of Directors of the Company, in case you are appointed as the Chairman.

Actions not to be done

The list of actions that you should not do while functioning as an Independent Director in the Company includes the following:

- Any action that involves any violation of applicable laws;
- Any action that involves any breach, in letter and spirit, of the Company's Code of Conduct for Directors and Senior Management Personnel;
- Any action that involves the Directors personnel interest, except as disclosed as per applicable laws, or unduly compromises or conflicts with the interest of the Company.

Performance Evaluation

Your performance shall be evaluated annually by the Board of Directors without your participation. You will participate in reviewing the performance of non-independent Directors and the Board as a whole, performance of the Chairperson and other Independent Directors.

Remuneration

You will be entitled to sitting fees, (subject to applicable tax deduction at source), for attending meetings of the Board or Committee thereof or for any other purpose as may be decided by the Board of Directors from time to time. In addition, you will be entitled to reimbursement of conveyance expenses for participation in the Board and other meetings of the Committee.

Termination

Your appointment will terminate automatically on the expiry of the term of appointment as mentioned above or vacation of office in terms of Section 167 of the Companies Act, 2013 or in accordance with the provisions of the Company's Articles of Association or may cease in accordance with the applicable laws for the time being in force.

There is no compensation for termination of office under any circumstances.

You may also resign from directorship of the Company at any time by giving a notice in writing to the Board of the Company stating the reasons for resignation and also to the Registrar of Companies.

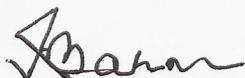
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The Agenda for Board and Committee meetings and all relevant papers which require study before the meetings will be provided to you sufficiently in advance (save in exceptional circumstances).

All the terms as mentioned above including your appointment, remuneration, professional conduct, role functions and duties shall be governed by the Act (in particular, Schedule IV to the Act), Rules made thereunder, Corporate Governance requirements under the Listing Regulations, as amended from time to time, the Articles of Association and the policies of the Company.

This letter and any non contractual obligations arising out of or in connection with this letter are governed by and shall be construed in accordance with the laws in India and subject to the exclusive jurisdiction of the appropriate Courts of India.

Yours faithfully
For PREMIER CRYOGENICS LTD.



ABHIJIT BAROOAH
MANAGING DIRECTOR



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PCL/CA/1219/3

December 19, 2024

To
Mr. Tridib Borah
"Satyajnan"
Dighalipukhuripar- East
Guwahati – 781 001 Assam

Dear Sir

Sub:- Appointment as Independent Director

We are pleased to inform that on the basis of your consent to act as a Director of the Company, your declaration that you meet the criteria of 'independence' and the information furnished by you, the Company in its Extraordinary General Meeting held on 19th December, 2024 had appointed your goodself as an Independent Director on the Board of Directors of the Company for a term of five consecutive years by passing an ordinary resolution pursuant to the provisions of Section 149, 152 and 164 read with Schedule IV and all other applicable provisions of the Companies Act, 2013 and the Rules made thereunder.

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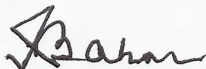
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Yours faithfully
For PREMIER CRYOGENICS LTD.



ABHIJIT BAROOAH
MANAGING DIRECTOR