

## Letter of Appointment

**Date:**

Dear Sir,

On behalf of the Company, I am pleased to confirm that, following recommendation by the Nomination and Remuneration Committee, the Board has appointed you as an Additional Non Executive (Independent) Director. You will hold office till the date of the next General Meeting of the company, in which we will propose to the shareholders to appoint you as Independent Director.

The Board and the Company are grateful to you for having accepted this appointment.

Having regard to the nature of the rights and responsibilities of non-executive directors of Indian listed companies, as well as good practices in corporate governance, the Company has adopted a formal letter of appointment for all non-executive directors.

**1. Term of Appointment**

Your appointment will be for a term of five years commencing on\_\_\_\_, subject to confirmation at the next General Meeting.

The arrangements for re-election of non-executive directors will be as per the provisions of the Companies Act 2013.

**2. Time Commitment**

The Company normally holds four regular Board Meetings each year and Directors are expected to attend these meetings and also Annual General Meeting once a year. There will also be a need for appropriate time to be allotted ahead for the Board Meetings.

The Company recognizes the demands on the time of its Non-Executive Directors.

Management, under the oversight of the Chairman and fellow directors, is expected to ensure that the most efficient and productive use is made of the time which Non-Executive Directors commit to the Company.

**3. Role**

Non-Executive Directors have the same general legal responsibilities to the Company as any other director. The Board as a whole is collectively responsible for promoting the success of the Company by directing and supervising its affairs in a responsible and effective manner.

#### **4. Support to Directors**

The Company, in particular its Management, recognizes that it owes duties to its Non-Executive Directors and that support shall be given to Directors in order to allow them to perform their role to best effect.

Directors' are entitled to seek independent professional advice, at the Company's expense, in appropriate circumstances in the furtherance of their duties to the company.

#### **5. Fees**

The Company will pay you sitting fees of Rs. 60,000/- (Rupees Sixty Thousand Only) for every meeting of the Board and Rs. 20,000/- (Rupees Twenty Thousand Only) for every meeting of the committee attended by you. The company will reimburse you for all reasonable and properly documented expenses you incur in performing the duties of your office.

You will also be eligible to commission of an amount as may be determined by the Board from time to time, as per the provisions of the Companies Act 2013 and as applicable to non-executive directors.

#### **6. Outside Interests**

You are required to disclose the number and nature of offices held in public companies or organizations and other significant commitments, with the identity of the public companies or organizations and an indication of the time involved.

It is accepted and acknowledged that you have business interests other than those of the Company and have declared any conflicts that are apparent at present. In the event that you become aware of any potential conflicts of interest, these should be disclosed to the Chairman and Company Secretary as soon as apparent.

You are asked to note that you should disclose your interest, or the interest of your associates, if any, in a proposal, contract or transaction that the Company is considering by declaring the nature of your interest upon receipt of the proposed agenda for a meeting of the Board.

#### **7. Confidentiality**

All information acquired during your appointment is confidential to the Company and should not be released, either during your appointment or following termination (by whatever means), to third parties without prior clearance from the Chairman.

Your attention is also drawn to the requirements under both legislation and regulation as to the disclosure of price sensitive information. Consequently you are asked to avoid making any statements that might risk a breach of these requirements without prior clearance from the Chairperson or Company Secretary.

**8. Insurance and Indemnity**

The company has directors' and officers' liability insurance and it is intended to maintain such cover for the full term of your appointment. The current indemnity limit is INR 25 Crores for the Board consisting of all the directors. Insurance has been taken with Raheja QBE General Insurance Company Limited.

On behalf of the Company and the Board, we look forward to your joining the Board and to your valued participation.

Please confirm your agreement to the above by signing and returning to me the enclosed duplicate of this letter.

Yours sincerely

**For and on behalf of Inspirisys Solutions Limited**

---

**Accepted**

---