

TERMS OF APPOINTMENT OF INDEPENDENT DIRECTOR

CONFIDENTIAL

Date : _____

Dear Mr. XXXXXX

Address: _____

Sub: - Appointment as a Non-Executive Independent Director of CMS Info Systems Limited (“the Company”)

CMS Info Systems Limited is pleased to appoint you at the role of a Non-Executive Independent Director (not liable to retire by rotation). We believe your experience and deep insights shall be very valuable in creating long term value for all stakeholders of the Company. This letter sets out the terms of your appointment.

Appointment

1. The Appointment shall become effective from _____ and shall end on _____ which may be extended further by the parties with mutual consent thereof, by executing a separate document in this regard. The appointment is subject to the Company’s Articles of Association (a copy of which has already been provided with you). Your appointment and other terms thereof, has also been approved by the shareholders of the Company in their general meeting held on _____
2. During the appointment you may be required to serve on one or more of the Board committees such as Audit committee, Nomination and Remuneration committee, CSR Committee and such other committee as may be required by the company and provisions of the Companies Act, 2013 and other applicable laws.
3. You will be designated as an Independent Director, in Non-Executive category (not liable to retire by rotation) and will be identified as such in the annual report and other documentation of the company, as and when required.

Time commitment

4. The Company anticipates a time commitment of approximately 4 to 6 working days a calendar year for Board or committee meetings and such reasonable time for deeper engagement with the Management team. This will include attendance at regular and emergency Board meetings, the annual strategy meeting and the AGM, held normally at a venue in India.

Role

5. As a Non-Executive Independent Director you have the same general legal responsibilities to the Company as any other Director including all fiduciary duties, responsibilities, statutory obligations and liabilities of directors prescribed in law including the Companies Act, 2013.

6. The Board as a whole is collectively responsible for promoting the success of the Company by directing and supervising the Company's affairs. The Board:

- a. Provides leadership to the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;
- b. Sets the Company's values and standards; and
- c. Sets the Company's strategic aims, ensures that the necessary financial and human resources are in place for the Company to meet its objectives, and reviews management performance.

7. In addition to these requirements of all Directors, the role of the Non-Executive director shall also have the following key elements:

- a. Strategy and Business Development: Non-Executive Independent Directors shall constructively challenge and contribute to the overall strategy and to business development initiatives of the Company;
- b. Performance: Non-Executive Independent Directors shall scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- c. Risk: Non-executive independent Directors shall satisfy themselves that financial controls and systems of risk management are robust and defensible.

Compensation

8. Subject to provision of The Companies Act 2013 and other applicable Indian laws, you shall be discharged with the overall yearly remuneration up to _____% commission on profit after Tax, subject to a maximum limit of Rs. _____/- (Rupees _____) only for each year. Commission shall be payable to you based on quarterly/ half yearly / yearly unaudited financials of the Company.

9. You shall also be eligible for sitting fees of Rs. _____ /- (_____) only payable for attending each meeting of board or Committee thereof (payable for maximum 4 board/ committee meetings in one contract year). However no separate sitting fees shall be payable for attending meeting of any committee of the Board.

10. For the purpose of Computation of Tenure and Compensation etc. under this Appointment Letter, the first contract year shall be from _____ to _____.

11. Any reimbursement of actual expenses incurred by you on account of cost of boarding, lodging and travel etc. (including air travel in business class and stay in 5 star hotels) and other reasonable out of pocket expenses incurred, for attending the meeting of Board or committee thereof shall against producing receipts, be separately reimbursed to you which shall not form part of limit as described above.

12. The compensation described in 8 and 9 above is the gross amount payable per annum, which is subject to deductions of tax and any other deductions required by any applicable laws.

13. In case any time during your tenure with the company, if you attains any financial or non-financial interest with the company, resulting loosing of your Independence with the Company as Independent Director or you become subject to any disqualification as may be prescribed under the provisions of Act or any other law as may be applicable, due to which your continuation as Independent Director on the board of Company become prejudicial to the interest of the Company, you shall immediately intimate the same in writing to the Chairman of the Company, upon which company shall solely decide the continuation of your engagement with the company.

14. If your term comes to an end, you resign or your appointment is terminated, you shall be paid any amounts due to you until that point of time on a pro rata basis.

15. The Company has made provision for Directors and Officers (D&O) insurance policy which covers the risk of breach of duty, neglect or omission to act, error or misstatement or misleading statement and failure to supervise, etc.

Other directorships and business interests

16. The Company acknowledges that you may have business interests other than those of the Company and that you have declared any conflicts that are apparent at present. In the event that you become aware of any potential conflicts of interest, you are requested to disclose these to the Chairman and/ or to the Company Secretary of the Company as soon as they become apparent.

Code of conduct

17. During the period of your appointment, you will comply with the Company's policies and such other codes of conduct under applicable laws including the Companies Act, 2013 and any other law as applicable for the time being in force.

Termination

18. Notwithstanding the other provisions of this letter, the Appointment may be terminated with or without cause at any time by you upon your resignation, or by the Company with the authority of shareholders thereof in accordance with the provisions of its Articles of Association and the applicable provisions of the Companies Act, 2013 and rules made thereunder.

Confidentiality

19. Given the nature of your role, the Company requires you to maintain the highest standards of confidentiality and not disclose to any person or company (whether during the course of the Appointment or at any time after its termination) any confidential information concerning the Company and any Group Companies (including wholly owned subsidiary and parent companies) with which you come into contact by virtue of your position as a Non-executive independent Director of the Company.

20. On termination of the appointment you will be requested to return all documents, papers and other property of or relating to the business of the Company or any Group Company which may be in your possession, custody or power by virtue of your position as a Non-Executive Independent Director of the Company.

21. As may be mandated under applicable law, this letter will also be available for inspection by the shareholders of the Company. Any dispute arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of courts in Mumbai, India. This agreement shall be governed by the laws of India without reference to its conflict of laws principles. Also, kindly note that this is a contract for services and is not a contract of employment.

Please confirm your agreement to the above by signing and returning the enclosed duplicate of this letter. We look forward to having you on the Board of the Company.

Yours sincerely
For and on behalf of CMS Info Systems Limited

Mr. XXXXXXXXXXXX
Director

I have read and agree to the above terms regarding my appointment as a Non-Executive Independent Director of CMS Info Systems Limited

Name: - XXXXXXXXX
DIN: - XXXXXXXXX
(Non-executive Independent Director)

Date: ___/___/_____