

Terms & Conditions for Appointment of Independent Directors

The terms and conditions of appointment of Independent Directors of 3i Infotech Limited have been set out in the letter, are issued to them are subject to extant provisions of the applicable laws including Companies Act, 2013 and Clause 49 of the Listing Agreement (as amended from time to time) and Articles of Association of the Company ("AOA").

1. Appointment

Your Appointment will be effective from April 1, 2014 to September 30, 2015 (one and half years) and shall take effect, unless terminated earlier or extended, as per the provisions of this letter or applicable laws (Term).

In compliance with provisions of Section 149(13) of the Companies Act, 2013 ("the Act"), as an Independent Director of the Company, you shall not be liable to retire by rotation.

Re-appointment at the end of the term shall be based on the recommendation of the Nomination & Remuneration Committee and subject to the approval of the Board and the Shareholders. The re-appointment would be considered by the Board based on the outcome of the performance evaluation process and you continuing to meet the Independence criteria.

The term Independent Director should be construed as defined under the Companies Act, 2013 and the Listing Agreement with the Stock Exchanges.

You will not be considered to be an employee of the Company and this letter of appointment does not constitute a contract of employment with the Company.

1.1 Committees

The Board of Directors (the Board) may, if it deems fit, invite you for being appointed on one or more Committees of the Board of Directors. Your appointment on such Committee(s) will be subject to the provisions of the Act and the Listing Agreement with the Stock Exchanges.

2. Time commitment

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

As an Independent Director, you are expected to provide the Board with effective leadership in relation to the Company's strategy, performance and risk management as well as ensuring high standards of financial probity and corporate governance. The Board normally meets 4 times a year with atleast one meeting every 1 (one hundred and twenty) days and will otherwise meet on an ad-hoc basis as required. Apart from the Board Meeting, there would be meetings of the Committees of the Board of Directors, which you may be required to attend, in case you are nominated to such Committees. You will be expected to devote such time to your duties, as may be appropriate for you to discharge your duties effectively.

In addition, you along with other independent directors of the Company shall hold atleast one meeting in a year, without the attendance of non-independent directors and members of the management and all the independent directors shall strive to be present at such meeting.

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. Remuneration

a) Sitting Fees

- 3.1 As an Independent Director, you will be entitled to Sitting fees of Rs. 50,000 for attending each Board meeting and Rs 25,000 for attending each committee meeting or such other amount as may be determined by the Board of Directors as per the prescribed limits under the Act for attending the meeting of the Board of Directors and the committees of the Board of Directors in which you may be nominated as a member.
- 3.2 In addition to the sitting fees described above, the Company will during the term of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties as an Independent Director.

b) Commission

The company may agree to pay profit related commission as may be approved by the shareholders in accordance with the provisions of the Act.

The commission payable will be subject to tax and statutory deductions or levies.

4. Insurance

The company will take an appropriate Directors and Officers Liability Insurance policy and pay premium for the same. It is intended to maintain such insurance cover for the term of your appointment, subject to the terms of such policy in force from time to time. A copy of the policy document will be supplied on request.

5. Roles, Duties and Responsibilities

As a member of the Board, you along with the other directors will be collectively responsible for meeting the objectives of the Board and providing guidance in the area of your expertise as prescribed in Schedule IV of the Companies Act, 2013

6. Code of Conduct

- A. As an Independent Director of the Company, you will also be required to follow the Insider Trading code of the Company as prescribed by the Listing Agreement and SEBI Regulations and any non compliance observed by the Director will amount strict disciplinary action against him.
- B Unless specifically authorised by the Company, you shall not disclose company and business information to public constituencies such as the media, the financial community, employees, shareholders, agents, franchises, dealers, distributors and importers

7. Induction and development

The Company shall as may required , support Directors to update their skills and knowledge and improve their familiarity with the Company and its Business.

8. Disclosures and other Directorships and Business Interests

- 8.1 During the term of your appointment, you agree to promptly notify the Company of any change in your directorships, and provide such other disclosures and other information as may be prescribed under the Act and the rules made thereunder and as required under the Listing Agreement with the Stock Exchanges.
- 8.2 Further, any material interest that you may have in any transaction or arrangement that the Company has entered into should be disclosed not later than, when the transaction or arrangement comes up at the Board Meeting, so that the Company may record your interest appropriately. Further, you are required to give a general notice of interests as per the format prescribed under the Act and the rules made there under in the first Board Meeting of each Financial Year.
- 8.3 During your term as an independent director, you are required to give a declaration that you meet the criteria of independence prescribed under Section 149(6) of the Act, every financial year as provided under section 149(7) of the Act.
- 8.4 During your appointment you are required to comply with provisions as contained in Schedule IV under the Companies Act, 2013, and the Listing Agreement including the following codes of conduct of the Company:
- i. Code of Conduct for Board of Directors and Senior Management and
 - ii. Code of Conduct and Business Ethics

9. Publication of the Letter of Appointment

In line with the provision of Clause IV sub clause 6 of Schedule IV under the Act, the Company will make public the terms and conditions of your appointment and will arrange for it to be displayed on the Company's website.

10. Cooperation

In the event of any claim or litigation against the Company, based upon any alleged act, conduct or omission on your part during your Term, you agree to render all reasonable assistance and cooperation to the Company and provide such information and documents as are necessary and reasonably requested by the company or its legal Counsel.

11. Termination

- 11.1 You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation. In terms of provisions of the Act, you are required to file a copy of your resignation letter with the Registrar of Companies, Mumbai, Maharashtra.

- 11.2 Your appointment may also be terminated in accordance with provisions of the Articles of Association of the Company from time to time in force or in the event you are disqualified for being a Director under the provisions of the Act.
- 11.3 On termination of the appointment, you shall only be entitled to such fees and remuneration as may have accrued up to the date of termination, together with reimbursement in the normal way of any expenses properly incurred prior to that date.
- 11.4 You are not entitled for any compensation for loss of office as an Independent Director, or as consideration for retirement /resignation/termination from such office or in connection thereto.

12. Acceptance of your Appointment

We are confident that the Company will benefit from your rich expertise and we are eager to have you as an Integral part of the growth of our Company. If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter.