

Draft Appointment Letter of Independent Director

Date:

Mr./Mrs..... (Name
of Independent Director)
Address.....
.....

Dear Sir/Madam,

Sub: Letter of Appointment as an Independent Director of Shyama Computronics and Services Limited (Formerly known as Shyama Infosys Limited) ("the Company")

With reference to the above, we are glad to inform you that on recommendation of Nomination and Remuneration Committee and subsequent approval of the Board of Directors, you have been re-appointed as an Independent Director of the Company pursuant to the resolution passed at Board Meeting of the Company held on

The terms and conditions of your appointment as an Independent Director of the Company are subject to the extant provisions of the: -

- (i) Companies Act, 2013 ('Act') and Rules framed thereunder (including statutory modifications or re-enactment thereto) and relevant regulations of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (Listing Regulations) as amended from time to time, and
- (ii) Articles of Association of the Company.

Brief Terms of appointment are as follows:

1. Terms of Appointment:

- a) Your appointment is for a term of..... years/months with effect from..... to subject to approval of shareholders by way of special resolution.
- b) The term "Independent Director" should be construed as defined under the Act and Listing Regulations.
- c) Notwithstanding the other provisions of this letter, the appointment may be terminated at any time in accordance with the provisions of the Articles of Association of the Company or the provisions for the removal of directors under the Act or Listing Regulations.
- d) Upon termination or upon your resignation for any reason, you will not be entitled to any damages for loss of office and no fee will be payable to you in respect of any unexpired portion of the term of the appointment.
- e) As an Independent Director, you will not be liable to retire by rotation.
- f) You may also be appointed as a member of any committee of the Board, based on your availability and eligibility to become such member.
- g) Your performance as an Independent Director will be periodically reviewed by the Board on an annual basis.

2. Maximum number of directorships:

As prescribed in the Act/Listing Regulations, you shall comply with the conditions with respect to the maximum number of directorships.

3. Expectations of the Board from you:

As an Independent Director, you have some general responsibilities to the Company. The Board as a whole is collectively responsible for promoting the success of the Company by directing and supervising the Company's affairs.

You agree to devote such time to the affairs of the Company as may be required by you to perform your duties as Independent Director.

You will be liable as an Officer – in – Default in respect of a contravention of any of the provisions of Companies Act, 2013 which you are aware by virtue of the receipt by you of any proceedings of the Board or participation in such proceedings without objecting to the same, or where such contravention had taken place with your consent or connivance;

4. Fiduciary duties & liabilities connected to the office:

You will discharge your duties as per the provisions of the Companies Act, 2013, Listing Regulations and any other statutes as may be applicable from time to time, which inter alia include the following fiduciary duties:

- a) Subject to the provision of Companies Act, 2013, you will act in accordance with the Articles of the Company.
- b) You will act in bonafidely in order to promote the objects of the company for the benefit of its members as a whole, and in the best interests of the Company, its employees, the shareholders, the community and for the protection of environment.
- c) You will exercise your duties with due and reasonable care, skill and diligence and shall exercise independent judgment.

As an Independent Director, you are also expected to ensure the following:

- a) To undertake appropriate induction and regularly update and refresh your skills, knowledge and familiarity with the Company;
- b) To seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the company;
- c) To strive to attend all meetings of the Board of Directors and of the Board Committees of which you are a member;
- d) To participate constructively and actively in the Committees of the board in which you are a chairman or member;
- e) To strive to attend the general meetings of the Company;
- f) Where you have concerns about the running of the Company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that your concerns are recorded in the minutes of the Board meeting;
- g) To keep yourself well informed about the Company and the external environment in which it operates;

- h) Not to unfairly obstruct the functioning of the Board or Committee of the Board;
- i) To pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure yourself that the same are in the interest of Company;
- j) To ascertain and ensure that the Company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;
- k) To report concerns about unethical behaviour, actual or suspected fraud or violation of the Company's code of conduct or ethics policy;
- l) Acting within your authority, to assist in protecting the legitimate interests of the Company, shareholder and its employees;
- m) Not to disclose 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.

In terms of Section 166(7) of the Act, it is to bring to your notice that if a director of the Company contravenes the provisions of Section 166 which lays down duties of directors, such director shall be punishable with fine which shall not be less than one lakh rupees but which may extend to five lakh rupees.

5. Provision for Directors and Officers (D and O) Insurance, if any.

You are hereby informed that the Company provides for D & O Insurance for the Directors. As on date, you are covered under D & O Insurance.

6. Adherence to various Codes & Policies

You are expected to adhere to all the Codes and Policies of the Company in general. You shall however specifically adhere by the Code of Independent Directors as per Schedule IV of the Act, Code of Conduct for Directors and Senior Management Personnel, Code of Conduct to Regulate, Monitor & Report Trading by Designated Persons, Vigil Mechanism/ Whistle Blower Policy.

7. List of actions you should not indulge into:

- a) You will not involve in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with interest of the Company. In the event that you become aware of any potential conflicts of interest, these should be disclosed to the Company as soon as they become apparent.
- b) You will not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners, or associates by virtue of your position in the Company. If you are found guilty of making any undue gain, you will be liable to pay an amount equal to that gain to the Company along with any other penalty as may be decided by the Board.
- c) You will not assign your office and any assignment so made shall be void.

8. Remuneration:

Sitting fees will be paid for attending the meetings of the Board of Directors and that of the Committees, as may be approved/ revised by the Board and other regulatory authorities from time to time and reimbursement of expenses for participation in the meetings.

In addition to the sitting fee, profit related commission, if any will be payable to you as may be approved by the Board and shareholders from time to time.

You will not be entitled to any bonus and to participate in any share scheme or pension scheme operated by the Company during the tenure as an Independent Director.

9. Confidentiality

The Board requires highest standards of confidentiality and requires not disclosing to any person (whether during the course of the appointment /re-appointment or at any time after its termination) any confidential information concerning the Company and any group Companies with which you come into contact by virtue of your position as Independent Director.

Your attention is drawn to the requirements of SEBI (Prohibition of Insider Trading) Regulations, 2015 in respect of disclosure of price-sensitive information. Consequently, you should not make any statements that might risk a breach of these requirements.

You are requested to furnish a declaration every year confirming your eligibility to hold the office of Independent Director of the Company or whenever there is a change in circumstances, which may affect your status as an Independent Director.

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

For Shyama Computronics and Services Limited

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DIN:

Communication of Acceptance:

I confirm and agree to the above.

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(Name of the Independent director)

DIN: