

<Date>

(Name of the Director)

(Address)

**Sub: Your appointment as a Non-executive Independent Director of the Company under the Companies Act, 2013**

Dear Sir/Madam,

We take pleasure in informing you that the shareholders at the (\*) AGM held on (\*), have approved your appointment/re-appointment as an Independent Director of the Company, pursuant to the provisions of the Companies Act, 2013 and Rules there under (“the Act”)

**Terms and conditions of appointment of Independent Directors of SecureKloud Technologies Limited**

The broad terms and conditions of Independent Directors are reproduced hereunder:

**1. Appointment, Term, Termination and Re-appointment**

- i. The term of appointment – 5 (Five) consecutive years from their respective date of appointment
- ii. Independent Directors are not liable to retire by rotation.
- iii. Termination of engagement shall be in accordance with the provisions of the Articles of Association of the Company, the Companies Act 2013, the rules thereunder and Code of conduct.
- iv. Re-appointment at the end of the term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the Members. The re-appointment would be considered based on the outcome of the performance evaluation process and the Independent Director continuing to meet the independence criteria.
- v. The Board of Directors may appoint Independent Directors as Chairman/Member of one or more of its Committees, as it may deem fit from time to time.

**2. Roles, duties and responsibilities**

- i. Independent Directors shall discharge all functions and duties as prescribed under various statutes, rules, regulations and Listing Regulations as amended from time to time entered by the Company with the Stock Exchanges.
- ii. Independent Directors shall abide by the provisions of ‘Code of Independent Directors’ as outlined in Schedule IV of the Act.
- iii. Independent Directors shall act in good faith in order to promote the objects of the Company for the benefit of its members and stakeholders. They shall have direct or indirect potential conflict of interest with the interest of the Company. They shall exercise their duties with due care, skill and diligence with Independent judgement.
- iv. Independent Directors shall be responsible for providing guidance in the areas of their expertise. They shall devote such time as is prudent and necessary for the performance of their roles, duties and responsibilities.

- v. The performance of Independent Directors and that of the Board shall be evaluated annually.

### **3. Liabilities**

Under the Companies Act, 2013, an Independent director shall be held liable, only in respect of such acts of omission or commission by the company which had occurred with his/ her knowledge attributable through Board processes, and with his/ her consent or connivance or where he /she has not acted diligently.

### **4. Remuneration and Reimbursement of Expenses**

- i. Independent Director will be paid such remuneration by way of sitting fees for attending meetings of the Board and its Committees as may be decided by the Board from time to time in compliance with applicable law.
- ii. Independent Directors will be entitled to reimbursement of expenses incurred in connection with attending the Board meetings, Committee meetings, general meetings and in relation to the business of the Company towards hotel accommodation, travelling and other out-of-pocket expenses.
- iii. The Company has Directors and Officers liability insurance and it is intended that the Company will assume and maintain such cover for the full term of appointment of Independent director.

### **5. Conflict of Interest**

It is accepted and acknowledged that Independent Director may have business interests other than those of the Company. As a condition precedent to commencement of the appointment, Independent Director is required to declare to the Company any such directorships, appointments and interests to the Board. Thereafter, Independent Director is required to declare to the Company whenever there is any change in the circumstances which may affect their status as an Independent Director.

### **6. Disclosures**

Independent Directors shall make all statutory disclosures/ confirmations to the Company and to various statutory and regulatory authorities, as required under the Companies Act, 2013, Rules thereunder, other applicable laws and regulations as amended from time to time entered by the Company with the Stock Exchanges.

### **7. Resignation**

You may resign from your position at any time and should you wish to do so, you are requested to communicate the same with reasons in writing to the Board.

### **8. Confidentiality**

- i. All information in relation to the Company acquired by Independent Director during the appointment and tenure as an Independent Director is confidential and should not be disclosed to third parties unless required by law.
- ii. Independent Director is subject to and bound by the prohibition and restrictions against insider trading and disclosure of unpublished price sensitive information, as prescribed under the Act and the regulations issued by the Securities and Exchange Board of India

("SEBI"). Independent Director would have to strictly abide by the Code of Conduct for Prevention of Insider Trading of the Company under SEBI (Prohibition of Insider Trading) Regulations, 1992 (as amended or replaced from time to time).

We look forward to your association with the Company and your contribution to the Board/Board-Committee deliberations for the Company's benefit and betterment in the years to come

Yours sincerely,  
For SecureKloud Technologies Limited

Sd/-  
Suresh Venkatachari  
Chairman