

**DRAFT LETTER OF APPOINTMENT****Date:**

**To,**  
**Name:**  
**DIN:**  
**Address:**

Dear Mr./Mrs.

**Sub: Appointment as an Additional Director (in Independent Category)**

I am pleased to inform you that the Board of Directors at their meeting held on \_\_, upon recommendation of the Nomination & Remuneration Committee, has appointed you as an Additional Director (Independent Category) of the Company with effect from \_\_ and subject to the approval of Shareholders. It is my privilege to issue you the appointment letter. This appointment letter is pursuant to the provisions of the Companies Act, 2013 (the 'Act') and the Corporate Governance norms as per the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations") read with applicable circulars issued from time to time by MCA / SEBI.

This letter sets out the terms and conditions of your appointment which shall be as follows:

**1. Terms of Appointment**

You have been appointed as an Additional Director (Independent Category) of the Company for a period of 5 (Five) years with effect from \_\_ subject to approval of shareholders. Re-appointment at the end of the term shall be based on the recommendation of Nomination and Remuneration Committee and subject to the approval of the Board and shareholders by way of Special Resolution. The provisions of Section 152 (6) of the Act in respect of retirement by rotation is not be applicable to you as an Independent Director.

Your appointment is subject to the following:

**2. Disclosure, other directorships and business interests**

During your tenure as an Independent Director, you will have to submit a declaration at the beginning of every Financial Year under Section 149 (7) of the Act and Regulation 25 of Listing Regulations stating that you meet the criteria of Independence. If circumstances change and you believe that it may not be possible for you to retain your independence, you shall intimate the same to both the Chairman of the Board and the Company Secretary of the Company.

a. You shall not serve as Director in excess of the limits specified under the Act and Regulation 17A of Listing Regulations. You shall not act as a Member / Chairperson of Committee in excess of the limits specified Regulation 26 of Listing Regulations.

b. You shall ensure that you do not get disqualified to act as a Director pursuant to the provisions of Section 164 of the Act, its relevant rules and Listing Regulations. In case you get disqualified, you shall forthwith inform in writing to the Chairman about the same.

c. You shall ensure compliance with other provisions of the Act including the Code of Independent Directors as stipulated under Schedule IV of the Act and Listing Regulations as applicable to you as an Independent Director. The copy of Schedule IV of the Companies Act, 2013 which provides for the Code for Independent Directors is enclosed as "Annexure A".

You will be termed as an 'independent director' in the annual report and other documents and publications of the Company.

During the term, you agree to promptly notify the Company of any change in your directorships and provide such other disclosures and information as may be required under the applicable laws. You also agree that upon becoming aware of any potential conflict of interest with your position as Independent Director of the Company, you shall promptly disclose the same to the Chairman.

### **3. Board and Committees of the Board**

The Board of Directors ("the Board") meets atleast 4 (Four) times a year and whenever required to transact various business(es).

The Board may, if it deems fit, invite you for being inducted on one or more existing Committees constituted by the Board or any such Committee that may be constituted in the future. Your appointment on such Committee(s) will be subject to the applicable provisions of the Act / Rules / Regulations.

Currently, the Board has 3 (three) statutory committees viz., Audit Committee, Nomination & Remuneration Committee and Stakeholders' Relationship Committee are convened as and when necessary. The Board is responsible for assigning and fixing terms of service for committee members.

The Board and Shareholders' Meetings are generally held at Chennai and subject to MCA & SEBI Circulars may be convened through Video Conferencing Mode.

The chairperson of the Board, in consultation with the Company Secretary and the committee chairperson, determines the frequency and duration of the committee meetings.

Normally, the Audit Committee meets 4 (Four) times a year, Nomination & Remuneration Committee and Stakeholders Relationship Committee meets atleast once a year and other committees shall meet whenever it is required as mandated under relevant provisions of the Act and Listing Regulations as amended from time to time. Recommendations of the committees are submitted to the Board for approval. The quorum for meetings is either two members of the committee or one-third of the members of the committee, whichever is higher, as stipulated under the provisions of the Companies Act, 2013 and SEBI(LODR) Listing Regulations, 2015.

You will be expected to attend the meetings of the Board and its Committees to which you may be appointed and Shareholders meetings and to devote such time to your duties in commensurate with your role to discharge your duties effectively.

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.

#### **4. Duties and Responsibilities**

As an Independent Director, it is expected that you shall bring independence of view to the Board's discussions and help the board to exercise their best judgement to all business decisions. You shall provide your expertise and experience to the Board with valuable guidance in relation to the Company's plan and policy, performance, and risk management as well as ensuring high standards of financial probity and corporate governance.

As an Independent Director, you have the same responsibilities to the Company and its stakeholders as any other Director.

You shall abide the "Code of Independent Directors" as outlined in Schedule IV of the Act, Section 166 and duties of directors as provided in the Companies Act, 2013, brief of which is as given below:

- a) You shall act in accordance with the Company's Articles of Association.
- b) You shall act in good faith in order to promote the objects of the Company for the benefit of its members as a whole, and in the best interest of the Company.
- c) You shall discharge your duties with due and reasonable care, skill and diligence.
- d) You shall not involve yourself in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
- e) You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- f) You shall not assign your office as Director and any assignments so made shall be void.
- g) You will be held liable only in respect of such acts of omission or commission by the Company which have occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you have not acted diligently.

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

As an Independent Director, you shall not engage in any business relationship or activity which might have potential conflict with the interest of the Company. In case of any potential conflict of interest, you must at the earliest opportunity make full disclosure of all facts and circumstances and shall ensure that Company's interests are protected.

In the event that your circumstances change and might give rise to a conflict of interest or, when applicable, this should be disclosed to both the Chairman of the Board and the Company Secretary of the Company.

#### **6. Directors' & Officers' Insurance**

The Company has Directors' and Officers' insurance and it is intended that the Company will assume and maintain such cover for the full term of your appointment subject to the terms of such policy in force from time to time.

**7. Code of Business Conduct & Ethics**

You shall abide by the Code of Business Conduct and ethics, which is applicable to all the members of the Board and employees of the Company.

The Code of the Business Conduct and Ethics is enclosed as an "Annexure B".

**8. Dealing in Shares**

Directors are prohibited from dealing in the Company's shares during the period when the trading window is closed. Further, directors, being designated officers persons of the Company for the purpose of SEBI (Prohibition of Insider Trading) guidelines Regulations, 2015 you are required to obtain prior clearance to pre-clear all trades (buy / sell / gift) from the Company Secretary / the Compliance Officer of the Company. You are required to comply with the applicable SEBI (Prohibition of Insider Trading) Regulations, 2015 and the Code for Prohibition of Insider Trading, Insider Trading laws and regulations. You are also required to comply with the Company's Code of Conduct and Ethics, enclosed with this letter of appointment as Annexure C.

**9. Remuneration**

a) As an Independent Director, you shall be paid sitting fees for attending the meeting of the Board of Directors and/or Committees thereof.

b) In addition to the sitting fees described above, the Company will, for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

c) As provided in Section 149 (9) of the Companies Act, 2013, you will not be entitled to any stock option which may be offered by the Company.

**10. Time Commitment**

You shall devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities (as provided in Schedule IV of the Companies Act, 2013 and attached as Annexure along with this letter) as an Independent Director.

**11. Confidentiality**

All information of the Company acquired during your tenure your appointment is confidential shall should not be disclosed, either during your appointment tenure or following termination (by whatever means) to third parties without prior clearance from the Company / Board unless required by law or by the rules of any stock exchanges or regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you.

**12. Training/ Familiarization**

a. The Directors are provided with relevant literature such as Annual Reports, Code of Conduct, etc. at the time of their appointment to familiarize them with the Company.

b. Presentation are made at the Board and Committee meetings on industry scenario, operational & financial performance of the Company, market share, risks & mitigation plans, litigation, regulatory scenario etc.

c. The Directors are provided with regular update on relevant regulatory changes and important legal cases during the meetings of Board and Committees. You may undertake appropriate induction to the Board and regularly update and your skill and knowledge.

### **13. Performance Evaluation**

The Company has adopted a policy on Board Evaluation in line with the requirement of the Act and Listing Regulations as amended from time to time. The policy provides for evaluation of the Board, the Committees of the Board and individual Directors, including the Chairperson of the Board. As per the Policy, the Company will carry out an evaluation of the performance of the Board as a whole, Board Committees and each Directors individually on an annual basis. Your appointment and re appointment on the Board shall subject to the outcome of the yearly evaluation process.

### **14. Independent Professional Advice**

There may be occasions when you consider that you need professional advice in furtherance of your duties as an Independent Director and it will be appropriate for you to consult independent advisers at the Company's expense. The Company will reimburse the full cost of expenditure incurred in accordance with the Company's policy.

### **15. Disclosure of Interest**

As per the provision of the Act and Listing Regulations, as amended from time to time, the Company is required to disclose in its Annual Report, a note of any material interest that a Director may have in any transaction or arrangement that the Company has entered into. Such interest should be disclosed not later than when the transaction or arrangement is discussed at a Board meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that you are interested or concerned in any contracts with a particular person, firm or company is acceptable.

### **16. Termination**

a) In case of resignation from your position, you are requested to serve a reasonable written notice on the Board.

b) Continuation of your appointment / re-appointment is subject to approval by the shareholders in accordance with provisions of Act /Listing Regulations, 2015 and the Articles of Association of the Company, from time to time in force. You will not be entitled to compensation if the shareholders do not elect / re-elect you at any time.

(c) Your appointment is subject to continual compliance of may also be terminated in accordance with the provisions of the Articles of Association of the Company, the Act, Listing Regulations and such other statutes. applicable to the Company.

## 17. Change in personal details

During the term, you shall promptly intimate the Chairman of the Company and ensure filing of Form DIR 3 KYC / Form DIR 6, as the case may be, with the Registrar of Companies, Ministry of Corporate Affairs, of any change in address or other contact / personal details, including e-mail ID and Mobile Number.

## 18. Governing Law

This appointment is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of the Indian courts.

It is our pleasure to have you on our Board. I am confident that your association, expertise and advice will immensely benefit the Board of Directors and the Company.

Kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Best Regards,

Yours sincerely,

For **SecureKloud Technologies Limited**,  
CIN: L72300TN1993PLC101852

\_\_\_\_\_  
<<Designation>>  
DIN:

Encls:

1. Copy of the Code of conduct of the Company;
2. Code of the Business Conduct and Ethics;
3. Copy of the Code for Prohibition of Insider Trading; and
4. Certified Copy of Board Resolution passed on \_\_ for your Appointment.

I hereby acknowledge receipt of and accept the terms set out in this letter.

Signed:

Dated: