

**Date: [\*]**

**Name of the Director: [\*]**

Address: [\*]

**Dear Sir,**

**Sub: Appointment as Independent Director**

We thank you for your confirmation to Aurionpro Solutions Limited (the "Company") that you meet the "independence" criteria as envisaged in Section 149(6) of the Companies Act, 2013 ("2013 Act") and also for your consenting to hold office as an Independent Director of the Company.

Pursuant to your confirmation, we are pleased to confirm that upon the recommendation of Nomination and Remuneration Committee, the Board of Directors of the Company have approved your appointment as an Independent Additional Director at the Board Meeting held on [\*].

This letter sets out the terms of your appointment as an Independent Director. Your relationship with the company will be that of an office- holder and not the one of contract for employment in the company.

The terms of your appointment, as set out in this letter, are subject to the extant provisions of the (i) applicable laws, including Companies Act 2013 and (ii) Articles of Association of the Company ("AOA").

**1. Appointment**

Your appointment will be governed as per the provisions of this letter, unless terminated earlier or extended, as per the applicable laws ("Term").

As an Independent Director you will not be liable to retire by rotation.

The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013. Accordingly, the Independent Directors will serve for not more than two terms of five years each on the Board of the Company. The Company is at liberty to disengage Non Executive Independent Director earlier subject to the compliance of relevant provisions of the Companies Act, 2013.

Provided that pursuant to Clause 49 of the Listing Agreement (as amended vide circular issued by Securities and Exchange Board of India ref no. CIR/CFD/POLICY CELL/2/2014 dated April 17, 2014 and effective from October 1, 2014 shall be eligible for appointment, on completion of his present term for one more term of upto five years only.

As per the Board's current assessment, you will be the Chairman/member of the following Board Committees:

- [\*]
- [\*]

The Board may reconstitute the composition of any/all committees, from time to time, and any such change shall be promptly communicated to you. In such an event you may also be required to serve on other Committees of the Board.

## **2. Role, Duties and Responsibilities**

A. As member of the Board you along with the other Directors will be collectively responsible for meeting the objectives of the Board which include:

- Requirements under the Companies Act, 2013,
- Responsibilities of the Board as outlined in the Corporate Governance requirements as prescribed by Stock Exchanges under Clause 49 of the Listing Agreement.
- Accountability under the Directors' Responsibilities statement,
- Overseeing the Company's contribution to enhancing the quality of life of communities,

B. You shall abide by the 'Code for Independent Directors' as outlined in schedule IV to Section 149(8) of the 2013 Act, and duties of directors as provided in the 2013 Act (including Section 166).

C. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

- You shall act in accordance with the Company's Articles of Association.
- 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.
- You shall discharge your duties with due and reasonable care, skill and diligence.
- You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- You shall not assign your office as Director and any assignments so made shall be void.

## **3. Time Commitment**

Considering the nature of the role of a 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, duties and responsibilities as an Independent Director.

## **4. Sitting fees**

As an Independent Director you shall be paid sitting fees for attending the meetings of the Board of which you are a member as fixed by the Board from time to time.

The sitting fees presently paid to the Non-Executive Independent Director is [\*] per meeting of the Board.

## **5. Code of Conduct**

During your appointment you are required to comply with regulations as contained in Schedule IV under the Companies Act, 2013 in addition to the following Codes of Conducts (copies enclosed)

- Code of Conduct for Board of Directors and Senior Management Personnel
- Code of Conduct for Prevention of Insider Trading in Securities of the Company

And such other requirements as the Board of Directors may from time to time specify.

## **6. Evaluation**

The Company has adopted a policy on Board Evaluation. The policy provides for evaluation of all Directors, including the Chairman of the Board. As per the Policy, the Company will carry out an evaluation of the performance of all the Directors on an annual basis. Your appointment and re appointment on the Board shall subject to the outcome of the yearly evaluation process.

## **7. Conflict of Interest**

7.1 It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment commencing, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment.

7.2 In the event that your circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgment that you are independent, this should be disclosed to both the Chairman and the Secretary.

## **8. Confidentiality**

All information acquired during your appointment is confidential to Aurionpro Solutions Limited and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman unless required by law or by the rules of any regulatory body. Your attention is also drawn to the requirements under the applicable regulations and the Aurionpro Solutions Limited Code which concern the disclosure of price sensitive information and dealing in the securities of Aurionpro Solutions Limited. Consequently you should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Chairman.

## **9. Disclosure of Interest**

The Company must include in its Annual Accounts 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 no later than when the transaction or arrangement comes up 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 in any contracts with a particular person, firm or Company is acceptable.

## **10. Changes of personal details**

During the term, you shall promptly intimate the Company Secretary and the Registrar of Companies in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

## **11. Termination**

- a. You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice on the Board.
- b. Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.

## **12. Insurance**

You shall be covered by and to the extent permitted by applicable law, defended against any actions or proceedings brought against you in your capacity as director of the Company, under the directors and officers insurance policy as maintained by the Company, details of which can be provided to you on request.

## **13. Governing Law**

This agreement 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.

If you are willing to accept these terms of appointment relating to your appointment as a Non-executive Independent Director of Aurionpro Solutions Limited, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

**Yours sincerely**

**Chairman**

**For and on behalf of Aurionpro Solutions Limited**

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

**[\*]**

**Independent Director**

**DIN: [\*]**