

Private & Confidential

Terms and Conditions of appointment of Independent Directors

Date:

Dear,

Subject: Appointment as a Non-Executive Independent Director of Coforge Limited (the "Company")

I am pleased to confirm your appointment as Non-Executive Independent Director as of (the "**Effective Date**"), by the Board of Directors of the Company (the "**Board**" or the "**Board of Directors**") upon recommendation of the Nomination and Remuneration Committee. I am writing this letter to set out the terms of the appointment. Please note that this is a contract for services and is not a contract of employment. Your appointment as Non-Executive Independent Director is subject to approval by the shareholders via postal ballot/general meeting in due course and post approval, you will also be appointed as Chairperson of Company w.e.f.

Appointment

1. In accordance with the provisions of the Companies Act, 2013, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and other applicable laws (hereinafter collectively referred to as "**Relevant Laws**"), the appointment is for a term of (.....) years commencing on the Effective Date and ending on therd (.....) year anniversary of the Effective Date (the "**Termination Date**") and extendable by mutual written agreement. Unless the Appointment is renewed on or prior to the Termination Date, and subject to clause 2 below, your appointment shall come to an end on the Termination Date. The appointment is subject to the Company's articles of association, as amended from time to time (Annexure 1) and the receipt of any required approvals from the Company's shareholders.
2. Notwithstanding the other provisions of this letter, the appointment may be terminated with or without cause at any time by the Company with immediate effect, in accordance with the Company's articles of association, as amended from time to time, or the Relevant Laws, or upon your resignation, or the Board of Directors (excluding you) is of the opinion that your continued appointment is not in the interest of the Company. Upon such termination or resignation, you undertake to sign all appropriate paperwork that the Company requires.
3. During the appointment you may be required to serve on one or more of the Board committees and you will be provided with copies of the charter/terms of reference which sets out the functions for each of those committees.
4. You are considered to be a Non-Executive Independent Director and will be identified as such in the annual report and other documentation. If circumstances change, and you believe that your independence may be in doubt, you should discuss this with the Board as soon as practicable.

Time commitment

5. The Company anticipates a time commitment of not less than 4-6 working days for Board /committee meetings a year, but as you are aware, the nature of the role makes it impossible to be specific about the time commitment. This will include attendance at regular and emergency Board meetings. You may also be required to attend regular meetings of any Board committee of which you are a member.
6. By accepting the Appointment, you confirm that you are able to allocate sufficient time to perform your role.

Role

7. As a Non-Executive Independent Director you have the same general legal responsibilities to the Company as any other director including all fiduciary duties, responsibilities, statutory obligations and liabilities of directors prescribed under Relevant Laws.
8. The Board as a whole is collectively responsible for promoting the success of the Company by directing and supervising the Company's affairs and each director, in addition to its role and responsibilities under the Relevant Laws, will *inter-alia* undertake the following activities:
 - a. Provide entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;
 - b. Set the Company's strategic aims, ensure that the necessary financial and human resources are in place for the Company to meet its objectives, and reviews management performance; and
 - c. Set the Company's values and standards and ensure that its obligations to its shareholders and others are understood and met.
 - d. Provide vital oversight of the Company's financial reporting processes, internal controls and independent audit;
 - e. Oversee the company's financial reporting practices;
 - f. Attend and participate in board meetings, consistent with the agenda for such meeting;
 - g. Support and contribute towards corporate governance in the Company;
 - h. The independent directors should also adhere to the Code for Independent Directors prescribed under Schedule IV of the Companies Act, 2013 annexed herewith as Annexure 2 and perform such other duties as prescribed under Section 166 of the Companies Act, 2013.

9. In addition to these requirements of all Directors, your role shall also have the following key elements:
- a. Supporting and contributing to efforts to create the dynamics for an effective Board; promoting a culture of openness, trust and constructive debate between the directors and chief executive officer and the executive team; and actively engaging with both executive and non-executive members through an objective and balanced approach;
 - b. Supporting and contributing to timely and transparent reporting to all stakeholders in the Company's best interest in protecting and creating enterprise value;
 - c. Promoting the requirement that all Board, executive team members as well as the chief executive officer are exemplars of the Company's values, principles and standards;
 - d. Ensuring the long-term, sustainable health of the business and organizational culture; and
 - e. Leading and collaborating with fellow directors to ensure that the Chief Executive Officer and executive team members' financial controls, regulatory compliance and risk management are robust and defensible.
 - f. On appointment as Chairman, chairing board meetings, setting the agenda for such meetings and ensuring that adequate time is available for discussion of all agenda items.
 - g. Establishing the Board, committees and committee charters and appropriate reporting format and cadence.
 - h. Reviewing risks and financial reporting of the Company and ensuring key risks are addressed.
 - i. Developing a robust long-term plan for the Company with full linkage to operational strategies and leading indicators including Business Plan, Capital Plan and Balance Sheet.
 - j. Reviewing performance against plan on a regular cadence to highlight opportunities and gaps; and

Compensation

In consideration of all services you provide hereunder, you will be paid as per the below in accordance with applicable laws:

10. Commission as permitted under the Relevant Laws and as determined by the Board of Directors of the Company.

11. Sitting fee paid to all Non-Executive Directors are mentioned in below table:

Sitting fees to Non-Executive Directors	
	Board Meeting and Committees Meeting
Chairperson	₹ 1,00,000 per meeting
Member	₹ 80,000 per meeting

12. The compensation described in clause 10 and 11 above is the gross amount payable per annum, which is subject to deductions of tax and any other deductions required by any applicable laws. You shall be responsible for your personal taxation.
13. If your term comes to an end, you resign or are terminated, you shall be paid any amounts due to you on a pro rata basis through the date of resignation or termination and will be reimbursed for any expenses incurred through the date of expiration, resignation or termination in accordance with clause 15 below.

D & O Insurance

14. The Company has made provision for Directors and Officers (D&O) insurance policy which covers the risk of breach of duty, neglect, or omission to act, error or misstatement or misleading statement and failure to supervise etc., subject to the terms and conditions thereof.

Expenses

15. In addition to the compensation described in clause 10 and 11 above, the Company will reimburse your official travel expenses, hotel expenses, and all other reasonable out of pocket expenses for participating in Board and other meetings, subject in each case to reasonable substantiation and documentation as may be requested by the Company.

Other directorships and business interests

16. The Company acknowledges that you have any business interests other than those of the Company and that you have declared any conflicts that are apparent at present. In the event that you become aware of any potential conflicts of interest, these should be disclosed to the Board and Company Secretary as soon as they become apparent.
17. During the appointment you must consult with the Board prior to accepting any other directorships of public companies or any major external appointments.
18. At the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect your status as Non-Executive Independent Director, you shall give a declaration to that effect confirming that (a) you meet the criteria of independence as provided under the Relevant Laws; and (b) you are not aware of any circumstance or situation, which exist or may be reasonably anticipated, that could impair or impact his ability to discharge his duties with an objective independent judgment and without any external influence.

Dealing in shares and Code of Conduct

19. Directors are *prohibited* from dealing in the Company's shares during the period when the trading window is closed and will have to forego the opportunity to trade in the Company's securities during such period. Further, directors, being designated persons of the Company for the purpose of the SEBI (Prohibition of Insider Trading) Regulations, 2015, are to pre-clear trades (buy/sell/gift) from the compliance officer. You are required to comply with the applicable insider trading laws along with any relevant regulations as may be issued by the Government of India and such other authorized bodies as set up by the Government on its behalf, including the Company's Code of Conduct for Insider Trading and such other requirements as the Board of Directors may from time to time specify.

Confidentiality and Non-Disparagement

20. You must apply the highest standards of confidentiality and agree to not, directly or indirectly, use or disclose to any person or company (whether during the course of the Appointment or at any time after its termination) any confidential information concerning the Company and any of its affiliates (together with the Company, including any of its direct or indirect subsidiary and parent companies, the "**Group Companies**") with which you come into contact by virtue of your position as a Non-Executive Independent Director of the Company.
21. Your attention is drawn to the requirements under Indian regulations as to the disclosure of price-sensitive information. Consequently, you should avoid making any statements that might risk a breach of these requirements without prior written clearance from the Board or Company Secretary.
22. On termination of the Appointment, or at such earlier time as requested by the Board, you will deliver to the Company all books, documents, papers and other property of or relating to the business of the Company or any Group Company which are in your possession, custody or power by virtue of your position as a Non-Executive Independent Director of the Company. The Company will arrange the disposal of papers that you no longer require.
23. During your engagement with the Company and at all times thereafter, you will not, directly or indirectly, disparage any Group Companies or any of their respective management, businesses, products or services.
24. If there is a breach or threatened breach of the provisions of Confidentiality and Non-Disparagement, the Group Companies shall be entitled to injunctive relief.
25. For the avoidance of doubt, (i) nothing contained in this letter limits, restricts or in any other way affects your communication with any governmental agency or entity, or communication with any official or staff person of a governmental agency or entity, concerning matters relevant to such governmental agency or entity and (ii) you will not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or (b) in a complaint or other document filed under seal in a lawsuit or other proceeding;

provided, however, that notwithstanding this immunity from liability, you may be held liable if you unlawfully access trade secrets by unauthorized means.

This letter of appointment will be made public by the Company in accordance with applicable laws including placing a copy of this letter on the website of the Company. As mandated under applicable law, this letter will also be available for inspection by the shareholders of the Company.

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

Yours sincerely,

Director
For and on behalf of Coforge Limited

I have read and agree to the above terms regarding my appointment as a Non-Executive Independent Director of Coforge Limited

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