



**XCHANGING SOLUTIONS LIMITED
LETTER OF APPOINTMENT FOR INDEPENDENT DIRECTOR**

To,

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Dear Mr/Mrs/Ms.....

Sub: Appointment as an Independent Director of Xchanging Solutions Limited (the “Company”)

We thank you for your confirmation that you meet the “Independent” criteria as envisaged in Section 149(6) of the Companies Act, 2013 (“the Act”) and Regulation 16 (1) of the SEBI (Listing Obligation and Disclosure Requirements) Regulations, 2015 and as amended from time to time (“Listing Regulations”)

We are pleased to inform you that upon the recommendation of the Nomination & Remuneration Committee, the Board of Directors, the Shareholders of Company have approved your appointment as an Independent Director for a term of 5 years from the date of appointment.

The terms of your appointment, as set out in this letter, are subject to the extant provisions of the (i) Schedule IV of the Companies Act, 2013 and Regulation 16 (1) of the Listing Regulations and (ii) Articles of Association of the Company.

Appointment

1. Your appointment as a ‘Non-Executive Independent Director’ on the Board of Directors of the Company is subject to the provisions of the Companies Act, 2013 and Listing Regulations.
2. In compliance with the provisions of Section 149(13) of the Companies Act, 2013, your directorship is not subject to retirement by rotation.
3. Notwithstanding other provisions of this letter, the appointment may be terminated in accordance with the provisions of the Articles of Association of the Company or on failure to meet the parameters of independence as defined in Section 149(6) or on the occurrence of any event as defined in Section 167 of the Companies Act, 2013.
4. Upon termination or upon your resignation for any reason, duly intimated to the Company, you will not be entitled to any compensation for loss of office.

Time Commitment

5. As a ‘Non-Executive Independent Director’ you are expected to bring objectivity and independence of view to the Board’s discussions and to help provide the Board with effective leadership in relation to the Company’s strategy, performance, and risk management as well as ensuring high standards of financial probity and corporate governance. You will be expected to attend Board Meetings and Board Committee Meetings to which you may be appointed and Shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively.
6. 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.



Role and Duties

7. Your role and duties will be those normally required of a 'Non-Executive Independent Director' under the Companies Act, 2013 and the Listing Regulations. There are certain duties prescribed for all Directors, both 'Executive' and 'Non-Executive' which are as under. You shall also abide by the Regulation 16 (1) of the Listing Regulations attached herewith as Annexure "A" and the 'Code for Independent Directors' as laid down in Schedule IV of the Companies Act, 2013 attached herewith as Annexure "B" for your ready reference.
 - You shall act in accordance with the Company's Articles of Association as may be amended from time to time.
 - 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, its employees, the shareholders, the Community and for the protection of environment.
 - You shall discharge your duties with due and reasonable care, skill and diligence and shall exercise Independent judgment.
 - 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.
 - 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 assignment so made shall be void.

Status of Appointment

8. You will not be an employee of the Company and this letter shall not constitute a contract of employment. You will be paid such remuneration by way of sitting fees for meetings of the Board and its Committees as may be decided by the Board and approved by the Shareholders from time to time, if required. Further, you will be entitled to profit related commission as may be approved by the Board and the Shareholders from time to time.
9. The sitting fees presently paid to a 'Non-Executive Independent Director' is Rs. 60,000 per meeting of the Board or Committee thereof.
10. You will have no entitlement to any bonus during the appointment and no entitlement to participate in any employee stock option scheme, if any, operated by the Company or any Group Company except as may be permitted by the Companies Act, 2013.

Reimbursement of Expenses

11. In addition to the remuneration described above, the Company may, for the period of your appointment, reimburse you for legitimate travel, hotel and other incidental expenses incurred by you in the performance of your role and duties.

Conflict of Interest

12. It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment, 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 and also about the changes that may happen from time to time.



13. 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 the Board.

Evaluation

14. As a member of the Board, your performance as well as the performance of the Board as a whole and its Committees shall be evaluated annually. Evaluation of the performance of each Director shall be done by all other Directors. Your appointment and re-appointment on the Board shall be subject to the outcome of the yearly evaluation process.

Disclosure of Interest

15. Any material interest that a Director may have in any transaction or arrangement that the Company has entered into should be disclosed no later than when the transaction or arrangement comes up at the Board meeting so that the minutes may record your interest appropriately and our records are updated accordingly. A general notice that you are interested in any contracts with a particular person, firm or company is acceptable. During your appointment, you agree to promptly provide an annual declaration under Section 149(7) of the Companies Act, 2013 regarding status of your independence and also upon change in circumstances which may affect your status as an Independent Director, as required under the Companies Act, 2013 and the Listing Regulations.

Code of Conduct

16. During the appointment, you are requested to comply with the regulations as contained in Schedule IV under Companies Act, 2013 and also the Code of Conduct of the Company for Board of Directors and Senior Management.

Confidentiality

17. All information acquired during your appointment is confidential to the Company and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Board unless required by law or by the rules of any stock exchange or regulatory body. In such a case, you will promptly inform to the Board about such disclosure before it will be made to any third party. On reasonable request, you shall surrender any documents and other materials made available to you by the Company.
18. Your attention is also drawn to the requirements under the applicable regulations and the Company's Insider Trading Code, and the Group Insider Trading Code, as may be applicable, which concern the disclosure of price sensitive information and dealing in the securities of the Company. Consequently, you should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Board.

Publication of the letter of appointment

19. In line with the provisions of Clause IV, Sub Clause (5) and (6) of Schedule IV, under the Companies Act, 2013, and the Listing Regulations, the Company will make public the terms and conditions of your appointment and will also arrange for it to be displayed on the Company's website.

Membership of Committees

20. The Board of Directors may appoint you as a Member/Chairman of one or more of its Committees which will be covered in a separate communication setting out the relevant committee's terms of reference and any specific responsibilities.



Termination

21. 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.
22. Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of the Companies Act, 2013, the Articles of Association of the Company and the Listing Regulations, from time to time in force. You will not be entitled to compensation if the shareholders do not re-elect you at any time.
23. 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.

General

24. This letter and any non- contractual obligations arising out of or in connection with this letter are governed by, and shall be construed in accordance with, the laws of India, and the parties agree to submit to the exclusive jurisdiction of the Courts of Karnataka.
25. Please confirm your agreement to the above by signing and returning the enclosed duplicate of this letter.

Yours sincerely,

For and on behalf of Xchanging Solutions Limited

I have read and agree to the above terms regarding my appointment as an Independent Director of Xchanging Solutions Limited.

Independent Director

- Encl: 1. Regulation 16 of the SEBI (Listing Obligation and Disclosure Requirements) Regulations 2015- Annexure "A"**
- 2. Code for Independent Directors – Annexure "B"**



ANNEXURE “A”

REGULATION 16 OF LISTING REGULATIONS

For the purpose of this regulation, unless the context requires – An Independent director means a Non -Executive Director, other than a nominee director of the Company:

1. who, in the opinion of the board of directors, is a person of integrity and possesses relevant expertise and experience;
2. who is or was not a promoter of the Company or its holding, subsidiary or associate company or member of the promoter group of the Company;
3. who is not related to promoters or directors in the Company, its holding, subsidiary or associate company;
4. who, apart from receiving director's remuneration, has or had no material pecuniary relationship with the Company, its holding, subsidiary or associate company, or their promoters, or directors, during the two immediately preceding financial years or during the current financial year;
5. none of whose relatives has or had pecuniary relationship or transaction with the Company, its holding, subsidiary or associate company, or their promoters, or directors, amounting to two per cent. or more of its gross turnover or total income or fifty lakh rupees or such higher amount as may be prescribed from time to time, whichever is lower, during the two immediately preceding financial years or during the current financial year;
6. who, neither himself, nor whose relative(s) —
 - A. holds or has held the position of a key managerial personnel or is or has been an employee of the Company or its holding, subsidiary or associate company in any of the three financial years immediately preceding the financial year in which he is proposed to be appointed;
 - B. is or has been an employee or proprietor or a partner, in any of the three financial years immediately preceding the financial year in which he is proposed to be appointed, of-
 - a firm of auditors or company secretaries in practice or cost auditors of the Company or its holding, subsidiary or associate company; or
 - any legal or a consulting firm that has or had any transaction with the Company, its holding, subsidiary or associate company amounting to ten per cent or more of the gross turnover of such firm;
 - C. holds together with his relatives two per cent or more of the total voting power of the Company; or
 - D. is a chief executive or director, by whatever name called, of any nonprofit organization that receives twenty-five per cent or more of its receipts or corpus from the Company, any of its promoters, directors or its holding, subsidiary or associate company or that holds two per cent or more of the total voting power of the Company;
 - E. is a material supplier, service provider or customer or a lessor or lessee of the Company;
7. who is not less than 21 years of age 18.
8. who is not a non-independent director of another company on the board of which any non-independent director of the Company is an independent director.



ANNEXURE “B”

SCHEDULE IV

[See section 149(8)]

CODE FOR INDEPENDENT DIRECTORS

The Code is a guide to professional conduct for independent directors. Adherence to these standards by independent directors and fulfillment of their responsibilities in a professional and faithful manner will promote confidence of the investment community, particularly minority shareholders, regulators and companies in the institution of independent directors.

I. Guidelines of professional conduct:

An independent director shall:

1. uphold ethical standards of integrity and probity;
2. act objectively and constructively while exercising his duties;
3. exercise his responsibilities in a bona fide manner in the interest of the company;
4. devote sufficient time and attention to his professional obligations for informed and balanced
5. decision making
6. not allow any extraneous considerations that will vitiate his exercise of objective independent judgment in the paramount interest of the company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making;
7. not abuse his position to the detriment of the company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
8. refrain from any action that would lead to loss of his independence;
9. where circumstances arise which make an independent director lose his independence, the independent director must immediately inform the Board accordingly;
10. assist the company in implementing the best corporate governance practices

II. Role and functions:

The independent directors shall:

1. help in bringing an independent judgment to bear on the Board’s deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
2. bring an objective view in the evaluation of the performance of board and management;
3. scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
4. satisfy themselves on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible;
5. safeguard the interests of all stakeholders, particularly the minority shareholders;
6. balance the conflicting interest of the stakeholders;



7. determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management;
8. moderate and arbitrate in the interest of the company as a whole, in situations of conflict between management and shareholder's interest.

III. Duties:

The Independent directors shall-

1. undertake appropriate induction and regularly update and refresh their skill, knowledge and familiarity with the company;
2. 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.
3. strive to attend all meetings of the Board of Directors and of the Board committees of which he is a member;
4. participate constructively and actively in the committees of the Board in which they are chairpersons or members;
5. strive to attend the general meetings of the company;
6. where they 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 their concerns are recorded in the minutes of the Board meeting;
7. keep themselves well informed about the company and the external environment in which it operates;
8. not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;
9. pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure themselves that the same are in the interest of the company;
10. 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;
11. report concerns about unethical behaviour, actual or suspected fraud or violation of the company's code of conduct or ethics policy;
12. acting within his authority, assist in protecting the legitimate interests of the company, shareholders and its employees;
13. not 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.

IV. Manner of appointment:

1. Appointment process of independent directors shall be independent of the company management; while selecting independent directors the Board shall ensure that there is appropriate balance of skills, experience and knowledge in the Board so as to enable the Board



to discharge its functions and duties effectively.

2. The appointment of independent director(s) of the company shall be approved at the meeting of the shareholders.
3. The explanatory statement attached to the notice of the meeting for approving the appointment of independent director shall include a statement that in the opinion of the Board, the independent director proposed to be appointed fulfils the conditions specified in the Act and the rules made thereunder and that the proposed director is independent of the management.
4. The appointment of independent directors shall be formalized through a letter of appointment, which shall set out:
 - a) the term of appointment;
 - b) the expectation of the Board from the appointed director; the Board level committee(s) in which the director is expected to serve and its tasks;
 - c) the fiduciary duties that come with such an appointment along with accompanying liabilities;
 - d) provision for Directors and Officers (D and O) insurance, if any;
 - e) the Code of Business Ethics that the company expects its directors and employees to follow;
 - f) the list of actions that a director should not do while functioning as such in the company; and
 - g) the remuneration, mentioning periodic fees, reimbursement of expenses for participation in the Board's and other meetings and profit related commission, if any.
5. The terms and conditions of appointment of independent directors shall be open for inspection at the registered office of the company by any member during normal business hours.
6. The terms and conditions of appointment of independent directors shall also be posted on the company's website.

V. Re-appointment:

The re-appointment of independent director shall be on the basis of report of performance evaluation.

VI. Resignation or removal:

1. The resignation or removal of an independent director shall be in the same manner as is provided in sections 168 and 169 of the Companies Act, 2013.
2. An independent director who resigns or is removed from the Board of the company shall be replaced by a new independent director within a period of not more than one hundred and eighty days from the date of such resignation or removal, as the case may be.
3. Where the company fulfils the requirement of independent directors in its Board even without filling the vacancy created by such resignation or removal, as the case may be, the requirement of replacement by a new independent director shall not apply.

VII. Separate meetings:

1. The independent directors of the company shall hold at least one meeting in a financial year, without the attendance of non-independent directors and members of management;



2. All the independent directors of the company shall strive to be present at such meeting;
3. The meeting shall:
 - a) review the performance of non-independent directors and the Board as a whole;
 - b) review the performance of the Chairperson of the company, taking into account the views of executive directors and non-executive directors;
 - c) assess the quality, quantity and timeliness of flow of information between the company management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

VIII. Evaluation mechanism:

1. The performance evaluation of independent directors shall be done by the entire Board of Directors, excluding the director being evaluated.
2. On the basis of the report of performance evaluation, it shall be determined whether to extend or continue the term of appointment of the independent director.