

Terms and conditions of Appointment of Independent Directors

At the Annual General Meeting of the Company held on August 1, 2014, the shareholders approved the appointment of the following persons as Independent Directors of the Company for the tenure as mentioned against their respective names:

Sl. No.	Name of Independent Director	From	To
1.	Mr. Y. H. Malegam	August 1, 2014	March 31, 2019
2.	Dr. Shailesh J. Mehta	August 1, 2014	March 31, 2019
3.	Mr. Charles Miller Smith	August 1, 2014	March 31, 2019
4.	Mr. Donald W. Layden Jr.	August 1, 2014	March 31, 2019
5.	Mr. Pradip Roy	August 1, 2014	upto the conclusion of the seventeenth Annual General Meeting of the Company to be held for financial year 2017-18

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

1. Appointment

- 1.1 The appointment is subject to the provisions of the Companies Act, 2013 ('the Act') and Rules framed thereunder.
- 1.2 This is a contract for service and is not a contract of employment with the Company.
- 1.3 As an Independent Director, they will not be liable to retire by rotation.
- 1.4 The appointment is subject to the maximum permissible Directorships that may be held as per the provisions of the Act and the Listing Agreements entered into with the stock exchanges ('Listing Agreements').
- 1.5 In accordance with the currently applicable provisions of the Act and the Listing Agreements, Independent Directors will serve for a term as mentioned above against their respective names. Their reappointment as an Independent Director will be considered by the Board as per laws and

regulations prevailing at the relevant time.

- 1.6 The Board may invite the Independent Directors to serve on one or more of the Committees constituted by the Board, subject to applicable regulations.
- 1.7 The Directors will devote such time as is prudent and necessary for the proper performance of their role, duties and responsibilities as an Independent Director.
- 1.8 The Directors will ensure compliance with all applicable provisions of the Act, Rules thereunder and the Listing Agreements.

2. **Remuneration**

- 2.1 As a Non-executive Independent Director, they may be entitled to such Commission on profits of the Company for a financial year as may be decided by the Board and approved by the shareholders of the Company from time to time.
- 2.2 The Directors will also be entitled to such amount of Sitting Fees for attending meetings of the Board and any Committee(s) thereof as may be decided from time to time. Currently, the amount of such Sitting Fees is Rs. 1,00,000/- per meeting of the Board and Rs. 50,000/- per meeting of any Committee of the Board.
- 2.3 The Directors will also be entitled to reimbursement of travel, hotel and other incidental expenses incurred by them in the performance of their role and duties.

3. **Insurance**

The Company has Directors' Liability Insurance policy and it is intended to maintain such policy during the terms of their appointment.

4. **Role and Duties**

The Director's role and duties will be those normally required of a Non-executive Independent Director under the Act and the Listing Agreement. There are certain duties prescribed for all Directors, which include the following:

- 4.1 The Directors shall act in accordance with the Company's Articles of Association.
- 4.2 The Directors 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.

- 4.3 The Directors shall discharge their duties with due and reasonable care, skill and diligence.
- 4.4 The Directors shall not involve themselves in a situation in which they may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
- 4.5 The Directors shall not achieve or attempt to achieve any undue gain or advantage either to themselves or to their relatives, partners or associates.
- 4.6 The Directors shall not assign their office as Director and any assignments so made shall be void.

5. **Code of Conduct**

As an Independent Director of the Company, the Directors agree to abide by the Code for Independent Directors, Code of Conduct for Non Executive Directors and Firstsource Solutions Code of Conduct for Prevention of Insider Trading as issued by the Company, and they have been provided with copies of the same.

6. **Performance Appraisal / Evaluation Process**

As laid down in the Act, the Directors performance as a member of the Board as well as the performance of the entire Board and its Committees shall be evaluated annually.

7. **Disclosures, other directorships and business interests**

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

8. **Cessation**

- 8.1 Their directorship on the Board shall terminate or cease in accordance with law. Apart from the grounds of termination as specified in the Act, their directorship may be terminated for violation of any provision of the Code of Conduct as applicable to Directors.

8.2 The Directors may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation and also to Registrar of Companies. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by them in the notice, whichever is later.

8.3 If at any stage during the term, there is a change that may affect the Directors' status as an Independent Director as envisaged in Section 149(6) of the Act, or, if applicable, the Directors fail to meet the criteria for "independence" under the provisions of Clause 49 of the Listing Agreement, they agree to promptly submit their resignation to the Company with effect from the date of such change.

9. Confidentiality

9.1 The Directors must apply the highest standards of confidentiality and not 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 Group Companies with which they come into contact by virtue of their position as a Non-executive Director of the Company.

9.2 The Directors' attention is drawn to the requirements under both legislation and regulation as to the disclosure of price sensitive information. Consequently, the Directors should avoid making any statements that might risk a breach of these requirements without prior clearance from the Chairman or Company Secretary.

10. Governing Law

This agreement is governed by and will be interpreted in accordance with Indian Law and the Directors' engagement shall be subject to the jurisdiction of the Indian courts.