

**DRAFT LETTER OF APPOINTMENT / RE-APPOINTMENT FOR INDEPENDENT DIRECTORS**

Date: -

Name of Director

**Subject:** - Appointment / Re-appointment as an Independent Director

The Companies Act, 2013, defines certain processes, which every company has to follow. This letter is written to comply with these processes.

We thank you for your confirmation to **Birlasoft Limited (“the Company”)** that you meet the “independence” criteria as envisaged in Section 149 (6) of the Companies Act, 2013, (“**2013 Act**”), Regulations 16 and 25 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 [“**SEBI (LODR) Regulations, 2015**”] and also for consenting to hold office as a director of the Company.

Pursuant to your confirmation, we are pleased to inform you that the members have approved your appointment / re-appointment as an Independent Director on the Board of the Company.

This letter sets out the terms of your appointment / re-appointment as an Independent Director. Your relationship with the Company will be that of a director without any contract for employment in the Company.

The terms of your appointment / re-appointment, as set out in this letter, are subject to the provisions of the 2013 Act, Regulation 25 of the SEBI (LODR) Regulations, 2015 and the Articles of Association of the Company (as amended from time to time).

**1) Appointment / Re-appointment**

Your appointment will be initially for a term of \_\_\_\_\_ (\_\_) years (“**Term**”), with effect from \_\_\_\_\_, \_\_\_\_\_, but may be extended with the approval of members of the company at general meeting unless terminated earlier, as per the terms set out in this letter or applicable laws.

Re-appointment at the end of said Term shall be based on the recommendation of the Nomination and Remuneration Committee and subject to the approval of the Board and the shareholders. The re-appointment would be considered based on the outcome of the performance evaluation process and you continuing to meet the independence criteria.

OR

Your re-appointment will be for a term of \_\_\_\_\_ (\_\_) years, with effect from \_\_\_\_\_, \_\_\_\_\_, unless terminated earlier as per the terms set out in this letter or applicable laws (“**Term**”).

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

As per the Board’s current plan, you will be a Chairperson / member of the following Committee(s):-

a. \_\_\_\_\_

b. \_\_\_\_\_

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 a 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,
- Requirements under Regulation 25 of SEBI (LODR) Regulations, 2015,
- Accountability under the Director's Responsibility Statement,
- Overseeing the maintenance of high standards of Birlasoft values and ethical conduct of business,
- Overseeing the Company's contribution to enhancing the quality of life of communities,
  - Protecting and enhancing the Birlasoft brand.

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) and in Regulation 17 (5) of SEBI (LODR) Regulations, 2015. For your ready reference, the relevant provisions have been extracted and attached to this letter as Annexures.

c) You will also be responsible for providing guidance in the area of your expertise.

## 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) Remuneration

As an Independent Director you shall be paid sitting fees for attending the meeting of the Board and the Committees of which you are a member fixed by the Board from time to time in accordance with the limit specified under the 2013 Act.

In addition to the sitting fees, profit-related commission may also be payable to you, as determined by the Nomination & Remuneration Committee or the Board having regard to the factors as disclosed in the remuneration policy forming part of the Board's report. An indicative list of the factors that may be considered are as follows:-

- a) Attendance at Board meetings,
- b) Attendance at Board Committee meetings,
- c) Chairmanship of the Board,
- d) Chairmanship of the Board Committees,
- e) Contribution at the Board and Committee meetings,
- f) Guidance and support provided to senior management of the Company outside the Board meetings,
- g) Industry practices,

- h) Performance evaluation and
- i) Performance of the Company.

Further, the Company may pay or reimburse to you such fair and reasonable expenditure, as may have been incurred by you while performing your role as an Independent Director of the Company. This could include reimbursement of expenditure incurred by you for attending Board / Committee meetings, General Meetings, court convened meetings, meetings with creditors / management, site visits, induction and training (organized by the Company for Directors) and in obtaining, subject to prior consultation with the Board, professional advice from independent advisors in the furtherance of your duties as an Independent Director.

#### **5) Insurance**

The Company will take an appropriate Directors' and Officers' Liability Insurance policy and the premiums for the same will be paid by the Company. It is intended to maintain such insurance cover for the Term of your appointment. A copy of the policy document will be supplied on request.

#### **6) Birlasoft Code of Conduct**

Unless specifically authorized by the Company, you shall not disclose company and business information to public constituencies such as the media, the financial community, employees, shareholders, agents, franchises, dealers, distributors and importers.

Your obligation of confidentiality shall survive termination or cessation of your directorship with the Company.

We would also like to draw your attention to the applicability of both, Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and the Birlasoft's Code of Conduct on Prevention of Insider Trading Policy, prohibiting disclosure or use of unpublished price sensitive information.

Additionally, you shall not participate in any business activity which might impede the application of your independent judgment, in the best interest of the Company.

All Directors are required to sign a confirmation of adherence to Birlasoft's Code of Conduct on annual basis and continued adherence to Birlasoft's Code of Conduct shall be a requirement for your continued directorship in the Company.

#### **7) Induction and Development**

The Company shall, if required, conduct formal induction program for its Independent Directors which may include any or all of the following:-

- a) Board roles and responsibilities, whilst seeking to build working relationship among the Board members,
- b) Company's vision, strategic direction, core values, ethics and corporate governance practices,
- c) Familiarization with financial matters, management team and business operations,
- d) Meetings with stakeholders, visits to business locations and meetings with senior and middle management.

The Company shall, as may be required, support Directors to continually update their skills and knowledge and improve their familiarity with the company and its business. The Company will fund / arrange for training on all matters which are common to the whole Board.

#### **8) Performance Appraisal / Evaluation Process**

As a member of the Board, your performance as well as the performance of the entire Board and its Committees shall be evaluated annually. Evaluation of performance of each director shall be done by all the other directors. The criteria for evaluation shall be determined by the Nominations & Remunerations Committee and disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board / Committee. An indicative list of factors that may be evaluated as part of this exercise is:-

- a) Participation in the meetings and contribution by a director,
- b) Commitment (including guidance provided to senior management outside of Board / Committee meetings),
- c) Effective deployment of knowledge and expertise,
- d) Effective management of relationship with stakeholders,
- e) Integrity and maintenance of confidentiality,
- f) Independence of behavior and judgment,
- g) Impact and influence.

#### **9) Disclosure, other directorships and business interests**

You agree to promptly notify the Company of any change in your directorships during the Term, 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 and the Company Secretary. Please inform us if you have any such conflict of interest with your existing directorships as on date of this letter.

During your Term, you agree to promptly provide a declaration under Section 149 (7) of the 2013 Act, upon any change in circumstances which may affect your status as an Independent Director.

#### **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**

Your directorship on the Board of the Company shall terminate or cease in accordance with law.

You may resign from the directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by you in the notice, whichever is later.

If at any stage during the Term, there is a change that may affect your status as an Independent Director as envisaged in Section 149 (6) of the 2013 Act or, if applicable, you fail to meet the criteria for “independence” under the Regulation 16(1)(b) of SEBI (LODR) Regulations, 2015, you agree to promptly submit your resignation to the Company with effect from the date of such change.

## **12) Cooperation**

In the event of any claim or litigation against the Company, based upon any alleged conduct, act or omission on your part during your Term, you agree to render all reasonable assistance and cooperation to the Company and provide such information and documents as are necessary and reasonably requested by the Company or its counsel.

## **13) Acceptance of Appointment / Re-appointment**

We are confident that the Board and the Company will benefit immensely from your rich experience and we are eager to have you as an integral part of the growth of our Company. If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter.

We thank you for your continued support and commitment to the Company.

Yours sincerely,  
**For Birlasoft Limited**  
**(Formerly KPIT Technologies Limited)**

Amita Birla  
**Chairman**

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## **AGREE & ACCEPT**

I have read and understood the terms of my appointment as an Independent Director of the Company and I hereby affirm my acceptance to the same.

\_\_\_\_\_  
Name:-

Place:-

Date:-