

DRAFT LETTER OF APPOINTMENT/RE-APPOINTMENT FOR INDEPENDENT DIRECTORS

Date:

Name & Address of Director:

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

Dear _____,

I am pleased to inform you that you have been appointed as an Independent Director effective _____. Your appointment was approved by the Board of Directors on ____, and by the members of the Company on _____.

I thank you for your confirmation to **Birlasoft Limited (“the Company”)** that you meet the “independence” criteria and also for consenting to hold office as a director of the Company.

Your appointment as an Independent Director shall be for a period of _____ i.e. from _____ to _____. The detailed terms and conditions have been attached to this letter as a separate annexure. The same are as required as per Section 149 (6) of the Companies Act, 2013, Regulations 16 and 25 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

I look forward to your continued support, as always, in ensuring the Company is run with the highest degree of efficiency and governance at the Board level.

Thanking you.

Yours sincerely,

For Birlasoft Limited

Chairman

Birlasoft Limited

Registered Office: 35 & 36, Rajiv Gandhi Infotech Park, Phase - I, MIDC, Hinjawadi, Pune (MH) 411057, India
Tel: +91 20 6652 5000 | Fax +91 20 6652 5001 | contactus@birlasoft.com | www.birlasoft.com

CIN: L72200PN1990PLC059594

TERMS & CONDITIONS FOR APPOINTMENT/RE-APPOINTMENT OF INDEPENDENT DIRECTORS

The terms of your appointment, as set out in this letter, are subject to the provisions of the Companies Act, 2013 (“the Act”), Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 [“the SEBI (LODR) Regulations, 2015”], the Articles of Association of the Company (as amended from time to time) and as has been discussed by the Board from time to time.

1) Appointment

As approved by the Board of Directors in the Board Meeting held on ____ and by the members of the Company on ____, you are appointed 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.

You are appointed as the Chairperson of the ____ Committee and as a Member of the ____ Committee effective ____.

The Board may reconstitute the composition of any/all Committees, from time to time, and any such change shall be promptly communicated to you.

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 Act
- Requirements under the SEBI (LODR) Regulations, 2015,
- Accountability under the Director’s Responsibility Statement,
- Overseeing the maintenance of high standards of Birlasoft’s 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 Act, and duties of directors as provided in the Act (including Section 166) and in Regulation 17(5) of the SEBI (LODR) Regulations, 2015 and act in accordance with the Articles of Association of the Company.

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

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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, as may be fixed by the Board of Directors from time to time in accordance with the limit specified under the Act. In addition to the sitting fees, profit-related commission may also be payable to you, as recommended by the Nomination & Remuneration Committee and determined by the Board, subject to such limits as are applicable under the Act, the SEBI (LODR) Regulations, 2015 and as may be approved by the members of the Company. An indicative list of the factors that may be considered are as follows:

- a) Attendance at Board and Committee meetings,
- b) Chairmanship of the Board Committees,
- c) Contribution at the Board and Committee meetings,
- d) Guidance and support provided to senior management of the Company outside the Board meetings,
- e) Industry practices,
- f) Performance evaluation and
- g) 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 has an appropriate Directors' and Officers' Liability Insurance. 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) **Code of Business Ethics and Conduct Policy**

Unless specifically authorized by the Company, you shall not disclose any 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

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Birlasoft's Code to Regulate, Monitor and Report Trading by Designated Persons in Securities of Birlasoft Limited ("the Insider Trading Code"), 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 Business Ethics and Conduct Policy ("Code") on an annual basis and continued adherence to this Code shall be a requirement for your continued directorship in the Company.

7) Training and Development

The Company shall, if required, continue to conduct formal training and development 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 Nomination & Remuneration 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) Attendance at Board meetings and Board Committee meetings;
- b) Chairmanship of the Board and Board Committees;
- c) Contribution and deployment of knowledge and expertise at the Board and Committee meetings;
- d) Guidance and support provided to senior management of the Company outside the Board meetings
- e) Independence of behaviour and judgment; and

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f) Impact and influence.

Further, pursuant to Regulation 17(10) of the SEBI (LODR) Regulations, 2015, the evaluation of the Independent Directors shall be done by the entire Board which shall among other factors, include -

- a) Performance of the Directors;
- b) Fulfilment of the independent criteria as specified in the SEBI (LODR) Regulations, 2015, and their independence from the management.

The Nomination and Remuneration Policy of the Company is available at <https://www.birlasoft.com/sites/default/files/resources/downloads/investors/nomination-and-remuneration-policy.pdf>.

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 Act, upon any change in circumstances which may affect your status as an Independent Director.

10) Changes in 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 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) **Co-operation**

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 support and commitment to the Company.

Yours sincerely,

For Birlasoft Limited

Chairman

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:

Birlasoft Limited

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