

Draft Letter of Appointment of Independent Director

Date _____

To,

Dear Sir,

Sub: Appointment as Independent Director

We thank you for your confirmation to the Company that you meet the "independence" criteria as envisaged in Section 149(6) of the Companies Act, 2013 ("Act") and Clause 49 of the Listing Agreement and also for your consenting to hold office as a Director of the Company.

Pursuant to your confirmation, we are pleased to confirm that upon the recommendation of its Nomination and Remuneration Committee, the Board has approved your appointment as an Independent Director on the Board of the Company subject to the approval of the Shareholders in the ensuing Annual General Meeting.

This letter sets out the terms of your appointment as an Independent Director. Your relationship with the Company will be that of an office-holder and not one of contract for employment in the Company.

The terms of your appointment, as set out in this letter, are subject to the extant provisions of the applicable laws, including Act and Clause 49 of the Listing Agreement (as amended from time to time).

1. Terms of Appointment

Your appointment will be for a term of _____ years up to _____, unless terminated earlier or extended, as per the provisions of this letter or applicable laws ("Term"). As an Independent Director you will not be liable to retire by rotation.

As per the Board's current assessment, you will be the Chairman/member of the following Board Committees:

The Roles and Functions of Committees are provided at **Annexure "A"**. 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 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,
 - Responsibilities of the Board as outlined in the Corporate Governance requirements as prescribed by Stock Exchanges under Clause 49 of the Listing Agreement.
 - Accountability under the Directors' Responsibility Statement,
 - Overseeing the maintenance of high standards and ethical conduct of business.
- 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 Clause 49 of the Listing Agreement . For your ready reference, the relevant provisions have been extracted and attached to this letter as **Annexure "B"**.

3. Remuneration

As an Independent Director you shall be paid sitting fees for attending the meetings of the Board and the Committees of which you are a member as fixed by the Board from time to time.

Further, the Company will 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.

4. Code of Business Ethics

As an Independent Director of the Company, you agree to comply with the following Code of Business Ethics:

- will always act in the interest of the Company and ensure that any other business or personal association which you may have, does not involve any conflict of interest with the operations of the Company and your role therein,
- will comply with all applicable laws and regulations of all the relevant regulatory and other authorities as may be applicable to Directors in their individual capacities,
- will safeguard the confidentiality of all information received by you by virtue of your position.

Unless specifically authorised by the Company, you shall not disclose company and business information to public constituencies such as the media, the financial community, employees, shareholders, agents, franchisees, dealers, distributors and such other persons or entities.

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 Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2014 on 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.

5. Disclosures of Changes

During your term, you agree to promptly provide a declaration under Section 149(7) of the Act, every year and upon any change in circumstances within 20 days which may affect your status as an Independent Director.

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.

6. Termination

Your directorship on the Board of the Company shall terminate or cease in accordance with law apart from the grounds of termination as specified in the Act.

You 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 (RoC). 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.

7. Acceptance of 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. 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 **UNISYS SOFTWARES & HOLDING INDUSTRIES LIMITED**

MANAGING DIRECTOR

AGREE AND 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.

(Signature)

Name _____

Place :

Date :