

## **Terms of Appointment of Independent Directors**

I set out below the terms of your appointment as an Independent Director. Please note that this is a contract for service and is not a contract of employment.

### **1. Appointment**

Your appointment is subject to confirmation by the Shareholders in the General Meeting and receipt of your consent to act as an Independent Director of Cambridge Technology Enterprises Limited (“CTE”) under the Companies Act, 2013 following which, it is anticipated that the appointment will be for an initial period of (five) 5 years. This tenure is subject to you meeting the criteria for being an Independent Director and not being disqualified to be a Director under the applicable regulations. You shall not be liable to retire by rotation as per the Companies Act, 2013 and Listing Agreement. Your appointment is subject to the provisions of Companies Act, 2013 regarding appointment, fees, expenses, retirement, disqualification and removal of directors.

At any time that you may resign by written notice, it is desirable that you give to the Board reasonable forewarning of your intention to resign so that CTE can plan for succession of skills and experience on the Board: and you may be required to vacate office for any reason pursuant to any of the provisions of the Companies Act, 2013: or under any applicable law and under the Articles of Association of the Company. Your performance as an Independent Director will be reviewed during your tenure with the Company in accordance with processes agreed by the Board from time to time.

### **2. Commitments**

You will be expected to devote such time as is necessary for the proper performance of your duties and as an Independent Director, you will be involved in a number of Board and Committee meetings each year as may be decided by the Board from time to time. You should strive to attend all the scheduled quarterly Board Meetings, General Meetings, Committee meetings and other meetings. You will be expected to devote appropriate preparation and travel time ahead of each meeting. You are expected to provide your expertise and experience inter alia in the field of strategic planning, internal controls, compliances, law, operations, management, finance, marketing, administration and corporate.

You may be nominated on one or more committees of the Board and such event you will be provided with the relevant Committees terms of reference as under and any specific responsibilities.

#### **a) Audit Committee**

The Audit Committee reviews the audit reports submitted by the Internal Auditors and Statutory Auditors, financial results, effectiveness of internal audit processes and the Company’s risk management strategy. It reviews the Company’s established systems and the Committee is governed by a Charter which is in line with the regulatory requirements mandated by the Companies Act, 2013 and Clause 49 of the Listing Agreement.

## **b) Nomination & Remuneration Committee:**

This Committee shall identify the persons, who are qualified to become Directors of the Company / who may be appointed in Senior Management in accordance with the criteria laid down, recommend to the Board their appointment and removal and also shall carry out evaluation of every director's performance. Committee shall also formulate the criteria for determining qualifications, positive attributes, independent of the Directors and recommend to the Board a Policy, relating to the remuneration for the Directors, Key Managerial Personnel and other employees.

## **c) Stakeholder's Relationship Committee:**

The Committee focuses primarily on monitoring expeditious redresses investors / stakeholders grievances and also function in an efficient manner that all issues / concerns stakeholders are addressed resolved promptly.

## **3. Duties and Liabilities**

You will be expected to perform your duties, whether statutory, fiduciary or under common law, faithfully, efficiently and diligently to a standard commensurate with both the functions of your role, knowledge, skills and experience. The duties and liabilities that comes with your appointment would be as per the applicable laws and the Articles of Association of the Company.

You will have all the usual duties of an Independent Director as provided under Companies Act, 2013 and the rules made thereunder and applicable Listing Agreement of the National Stock Exchange and Bombay Stock Exchange including attendance at board meetings, the annual general meeting, meetings of independent directors and other board events together with additional duties as may be agreed with the Board, and which may relate to the business of the Company.

You will follow the "Code for Independent Director" as per Schedule IV of the Companies Act, 2013, and "Code of Conduct for the Directors and the Senior Management Personnel of CTE." You will be required to make disclosure of your direct/indirect interest in the Body Corporate, firms or other entities as per the requirement of Section 184 of the Companies Act, 2013.

In case you so desire, Company would provide support to help you familiarize yourself with the relevant duties, roles and responsibilities as set out in the "Code for Independent Directors" As an Independent Director you will be liable only in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

## **4. Technology**

Except for matters not to be so dealt under the Companies Act, 2013, you may give your consent by advance notification to the Chairman or Company Secretary to participate in any meeting(s) of the Board or Committee of Directors, when necessary through video conferencing or other audio visual means subject to the applicable provisions of the Companies Act, 2013. When necessary you can also participate through telephone, electronic mail or any other technology which permits you to

communicate with every other Director, through such participation would not be reckoned as attending the meeting under the Companies Act, 2013.

## **5. Independence**

The Board of Director of the Company inter alia has given due consideration to your declaration of being qualified as “independent’ in accordance with the provisions of Companies Act, 2013 and the Listing Agreement entered into with the Stock Exchanges. The copy of Declaration of independence is provided herein as annexure. You are expected to continue to be qualified as independent during your tenure and provide periodic declaration to the effect as statutorily required. You will be identified as an Independent Director in the annual report and other documents and publications of the Company. If circumstances change and you believe that it may not be possible for you to retain your independence, you should discuss this with the Chairman as soon as practicable

## **6. Evaluation Processes**

Your performance evaluation shall be done by the Board of Directors annually without your participation. You will participate in reviewing the performance of non-independent directors and the Board as a whole, performance of the Chairman and other Independent Directors.

## **7. Code of Business Conduct**

You will follow Code for Independent Directors, the “Code of Conduct for Board of Directors and the Senior Management of CTE” and furnish an annual affirmation of the same.

You will apply the highest standards of confidentiality, and not disclose to any person or company (whether during the course of the tenure as Independent Director at any time after cessation), any confidential information concerning the Company and any Group Companies with which you come into contact by virtue of your position as a Director, except as permitted by law or with prior clearance from the Chairman.

## **8. Prohibition on Insider Trading**

You will follow the “CTEL – Code of conduct for regulating, monitoring & reporting of trading by insiders” under the Companies Act, 2013 and SEBI (Prohibition of Insider Trading) Regulations, 2015, which inter-alia requires that price-sensitive information is not used or transmitted in an unauthorized manner.

## **9. Availability of Directors and Officers Liability Insurance**

Cambridge Technology Enterprises Limited has Directors’ and Officers’ Liability Insurance and it is intended that CTE will assume and maintain such cover for the full term of your appointment.

## **10. Remuneration**

You will be entitled to fee for attending the meetings of the Board or Committee thereof either

personally or through video Conference or other audio visual means or for any other purpose whatsoever as may be decided by the Board of Directors. The remuneration and fee payable shall be subject to applicable tax deduction at source.

The criteria for payment of compensation to you are as follows:

<b>S. No</b>	<b>Particulars</b>	<b>Amount (Rs.)</b>
<b>1.</b>	<b>Sitting fees per meeting</b>	
	Board Meeting	10,000/-
	Nomination and Remuneration Committee	10,000/-
	Audit Committee	10,000/-
	Stakeholders Relationship Committee	10,000/-

In addition to the above, you will be entitled to reimbursement of all incidental expenses for participation in the Board and other meetings.

As an Independent Director, you shall not be entitled to any stock option and shall not be covered under any pension scheme.

#### **11. General**

All the terms as mentioned above including your appointment, remuneration professional conduct, role and functions, duties and evaluation shall be governed by the Companies Act, 2013 and Rules made thereunder and Corporate Governance requirements under the Listing Agreement, as amended from time to time.

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 subject to the exclusive jurisdiction of the court of Hyderabad (TG).

**Yours sincerely**

**For CAMBRIDGE TECHNOLOGY ENTERPRISES LIMITED**

**Sd/-**

**Dharani Raghurama Swaroop**

**Whole - Time Director (DIN: 00453250)**