

INDIAN INFOTECH AND SOFTWARE LIMITED

CIN - L70100MH1982PLC027198

TERMS AND CONDITIONS OF APPOINTMENT OF THE INDEPENDENT DIRECTOR

(PURSUANT TO SCHEDULE IV TO THE COMPANIES ACT, 2013 READ WITH
CLAUSE 49(II)(B) (4) OF THE LISTING AGREEMENT)

1. SCOPE:

The Terms and conditions Appointment of the Independent Directors are subject to the extent of applicable provisions of Section 149 and schedule IV of the Companies Act, 2013, Article of Association of the Company and clause 49 of the Listing Agreement, as amended from time to time.

2. TERMS:

The Independent Director will be appointed for term consecutive terms and each term will not be more than 5-years at a time or the Director attending 75-years, whichever earlier. Re-appointment shall be based on the criteria as mentioned in the Companies Act, 2013 and on the recommendation of the Nomination and Remuneration committee. The Appointment will be recommended by the Board and approved by the Shareholders based on the performance evaluation process and their respective contribution to the positive growth of the Board and Company.

The Independent Director during his tenure is not liable to retire by rotation. After proper compliance of the provisions of the Companies Act, 2013 and cl. 49 of the Listing Agreement, the Independent Director may be removed before expiry of their term.

3. DUTIES:

The Independent Director is part of the Board and their respective committees (wherever he is nominated) and along with other director collectively responsible for his act. The Independent Director needs to:

1. See and understand his role and responsibility including statutory obligations under the Companies Act, 2013. The Independent Director should abide by the "Code for Independent Directors" as per Schedule IV to Section 149 (8) of the Companies Act, 2013;
2. The Independent Director liable for his conducts under the Listing Agreement and equally liable to the stake holders;
3. Accountability under the Director's Responsibility Statement; and
4. SEBI Act, 1992.

The Independent Director knows his role and will continue proving professional Independent Advise to the Company

4. PARTICIPATION:

Irrespective of fees including sitting fees, the Independent Director is agrees to give reasonable time for participation in Board Deliberation. He is agrees to give time as necessary for the proper performance of his role, duties and responsibilities as an Independent Director.

5. REMUNERATION:

An Independent Director, will be paid sitting fees for attending the meetings of the Board and committee thereof in which he is a member.

The Board in consultation with Nomination and Remuneration committee and subject to the approval of the members may pay commission not more than 1% of the Net Profit. This commission may vary from one Independent Director to another based on his/her performance as evaluated by the Board.

6. INSURANCE:

The Company may take appropriate Insurance Cover.

7. CODE OF CONDUCT:

The Independent Director will strictly adhere to the Code of Conduct of the company applicable to Director and its Senior Management.

The Independent Director will not disclose the confidential information of the company including process, technical collaboration and finances.

The Independent Director will strictly abide the provisions of the SEBI (Prohibition of Insider Trading) Regulations, 1992 and the Prohibiting disclosures of the company or use any unpublished price sensitive information.

The Independent Director are strictly prohibited not to participate any dealing or business transaction of the company wherein their personal interest are in conflict with the interest of the Company.

8. TRAINING AND PROFESSIONAL DEVELOPMENT:

The Company will provide the personal training and ensure that the business model and compliance parameters are explained to the Independent Director.

The Independent Director may in writing also request the company for providing more information's or training.

9. PERFORMANCE APPRAISAL/ EVALUATION PROCESS:

The Performance of Independent Director as well as that of the Board will be annually evaluated. The Board or on the recommendation of the Board, the Remuneration and appointment committee will evaluate each Independent Director.

The Evaluation criteria will be disclosed and intimated to the Independent Director apart from publishing the same in the AR.

10. DISCLOSURE OF INTEREST:

Pursuant to section 184 of Companies Act, 2013, the Independent Director promptly disclose to the company his interest. The Independent Director promptly provide a declaration as per section 149(7) of the Companies Ac, 2013.

11. CHANGE OF PERSONAL DETAILS:

The Independent Director will provide any change of personal details like address and din. Also the Independent Director will promptly notify the company about any of their outstanding litigation and action taken against them under the listing Agreement and SEBI Act.

12. RESIGNATION:

The Resignation letter will be address to the Board with clear reasons of their 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 him in the notice, whichever is later.

Until unless decided otherwise by efflux of time their term automatically come to an end.

For Indian Infotech and Software Limited

**Sd/-
Kamal Nayan Sharma,
Managing Director**