

<Date>

<Name and Address>

Dear Sir,

Sub: - Your appointment as Non-Executive Independent Director of Security and Intelligence Services (India) Limited.

We are pleased to inform you, that upon the recommendation of the Nomination and Remuneration Committee and the Board of Directors, the shareholders of Security and Intelligence Services (India) Limited (“the Company”) have approved your appointment as an Independent Director of the Company.

This letter sets out the terms of your appointment as an Independent Director. The terms of your appointment, as set out in this letter, are subject to the extant provisions of the (i) applicable laws, including the Companies Act, 2013, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI Listing Regulations”) and (ii) the Articles of Association of the Company (“AOA”).

1) Appointment

- a) Your appointment will be for a term of __ years and shall take effect from __ (Date)
- b) As an Independent Director you will not be liable to retire by rotation.
- c) You may be nominated to a Committee(s) of the Board as per the Board’s assessment and requirement from time to time.

Currently, the Board has five committees: Audit Committee, Nomination and Remuneration Committee, Stakeholders Relationship Committee, Corporate Social Responsibility Committee and Board Finance Committee. The terms of reference and functions of these Committee(s) are provided in **Annexure – I**.

- d) The Board may reconstitute the composition of any/all such Committees, from time to time, and any such change shall promptly be communicated to you. In such an event you may also be required to serve on other Committees of the Board.

2) Functions, responsibilities and duties of Directors

- a) Your role and duties will be as specified under the Companies Act, 2013 and SEBI Listing Regulations. As a member of the Board you, along with the other Directors, will be collectively responsible for meeting the objectives of the Board. As an Independent Director, you shall:
 - (i) act in accordance with the requirements under the Companies Act, 2013, SEBI Listing Regulations and the Articles of Association;

- (ii) exercise your duties with due and reasonable care, skill and diligence and shall exercise independent judgment;
 - (iii) strive to attend every meeting of the Board and of the Board Committees of which you are a member;
 - (iv) within your authority, assist in protecting the legitimate interests of the Company, shareholders and its employees;
 - (v) strive to attend the general meetings of the Company;
 - (vi) not involve in a situation in which you may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the company;
 - (vii) not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners, or associates;
 - (viii) not assign your office and any assignment so made shall be void.
- b) You should abide by the 'Code for Independent Directors' as outlined in Schedule IV to the Companies Act, 2013 and the duties of directors provided in the Act and SEBI Listing Regulations, all annexed in **Annexure II** to this letter.
- c) We request you to familiarise yourself with these requirements and codes.
- d) You will also be expected to provide guidance and advice relating to your area of expertise.

3) Disclosures, other directorships and business interests

- a) During the Term, you agree to promptly notify the Company of any change in your directorships 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 should promptly disclose the same to the Chairman and the Company Secretary.
- b) During your Term, you agree to promptly provide a declaration under Section 149(7) of the Companies Act, 2013, upon any change in circumstances which may affect your status as an Independent Director.

4) Performance Evaluation

A performance evaluation of Independent directors will be carried out by the Board of Directors (excluding the director being evaluated). On the basis of such report, the Board will determine whether to extend or continue your term of appointment as an Independent Director.

5) Code of Conduct

You should abide by the Company's Code of Conduct for Directors and Senior Management Personnel and furnish an annual affirmation of the same. You should maintain the highest standards of confidentiality and not disclose to any person or company (whether during the course of your tenure as Independent director or at any time after cessation), any confidential information concerning the Company and its Group Companies with which you come into contact by virtue of your position as a Director, except as permitted by law or with prior permission of the Chairman. A copy of the Code of Conduct is attached as **Annexure III**.

6) Remuneration

- a) As an Independent Director you shall be paid sitting fees of Rs. ___ per meeting for attending the meetings of the Board and/or Committees of the Board and such fees may vary from time to time per the decision of the Board and subject to the regulations for the time being in force.
- b) Further, the Company shall 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 would include reimbursement of expenditure incurred by you for attending Board/Committee meetings, Annual General Meetings, Extraordinary General Meetings, court convened meetings, meeting with shareholders/creditors/management, etc.

7) D & O Insurance

The Company maintains a Directors and Officers insurance policy (D & O policy) amounting to ___ to pay for the personal liability of directors and officers for claims made against them while serving on the Board and/or as an officer of the Company.

8) Change of personal details

During the Term, you should 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.

9) Termination

- a) 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 Companies Act, 2013, your directorship may be terminated for violation of any provision of the Company's Code of Conduct as applicable to Directors.
- b) 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.
- c) 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 Companies Act, 2013 or you fail to meet the criteria for "independence" under the SEBI Listing Regulations, you agree to promptly submit your resignation to the Company with effect from the date of such change. The definition of Independent Directors is provided in **Annexure IV**.

10) Dealing in shares of the Company

Directors are prohibited from dealing in the Company's shares during the period when the trading window is closed. You are required to comply with the Insider Trading Code, copy of which is attached herewith as **Annexure V**.

11) Miscellaneous

- a) This letter represents the entire understanding and constitutes the whole agreement, in relation to your appointment.
- b) As per SEBI Listing Regulations, this letter along with your detailed profile shall be disclosed on the website of the Company.

12) Acceptance of appointment

We are confident that the Board and the Company will benefit immensely from your rich experience. 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,

Chairman

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 of the same.

<Name of the Director>