

To,
Independent Director [Name of Director]

Sub:- Terms and conditions of appointment as an Independent Director of Indifi Technologies Private Limited ("Company") under the provisions of the Companies Act, 2013.

Terms and Conditions of the appointment shall be as follows:

Appointment:

Your appointment as an Independent Director is for a period of _____ consecutive years up to _____. This tenure is subject to your meeting of the eligibility criteria for Independent Director and not being disqualified to be a Director under the applicable regulations. Your appointment shall be governed by the provisions of the Companies Act, 2013 and rules made thereunder, and other statutory provisions as may be applicable from time to time.

The Term Independent Director should be construed as defined under the Companies Act, 2013.

Role on the Board

You are expected to provide your expertise and experience in the overall functioning of the Board and its committees in which you may be nominated. Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013. You will follow "the Code for Independent Director" as per the Schedule IV of the Companies Act, 2013.

You are required to make a disclosure of your interest as per the requirements of Section 184 of the Companies Act, 2013.

Apart from the above, the other duties which are fiduciary in nature are as under:

- i. To act in accordance with the Company's Articles of Association ("AOA").
- ii. To act in good faith in order to promote the objects of the company in the benefits of its members as a whole and in the best interest of the Company, its employees and its shareholders.
- iii. To discharge your duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
- iv. To not involve yourself in a situation in which you may have a direct or indirect interest that conflict or possibly may conflict, with the interest of the Company.
- v. To not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- vi. To not assign your office as Director and any assignment so made shall be void.
- vii. To advise and counsel management and monitor and manage potential conflict of interest of management.

Also following is the list of things one should refrain from doing while functioning as an Independent Director of the Company:

- i. To not allow any extraneous considerations that will vitiate your exercise of objective independent judgment in the paramount interest of the company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making;
- ii. To not abuse your position to the detriment of the Company or its shareholders or for the purpose of gaining direct or indirect personal advantage or advantage for any associated person;
- iii. To refrain from any action that would lead to loss of your independence;
- iv. To not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information if any, unless such disclosure is expressly approved by the Board or required by law.

Committees

The Board of Directors may, invite you for being appointed on one or more existing Board Committees or any such committees that may be set up in future. Your appointment on such committees shall be subject to the applicable regulations. You will be provided with the approved terms of reference of the respective committees which sets out its functions.

Independence

The Board of Directors inter alia has given due consideration to your declaration of being qualified as 'Independent Director' in accordance with the provisions of the Companies Act, 2013 and Rules made there under as well as other statutory provisions as may be applicable. You are expected to continue to be an Independent Director during your tenure and provide periodic declaration to the effect as required by the regulations. You will be identified as 'Independent Director' in our annual report and other documents and publications of the Company. If circumstances change and you believe it may not be possible to retain your independence, you may please notify this to the Company as soon as practicable.

Remuneration

You will be paid such remuneration by way of sitting fees for attending the meetings of the Board and the Committees and /or profit related commission, if any, as may be decided by the Board from time to time, subject to approval of the shareholders, if required.

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.

Code of Conduct

All Non-Executive Independent Directors are governed by the Code of Conduct as mentioned in the Schedule IV of the Companies Act, 2013 and any amendments thereof.

Directors & Officer (D&O) Insurance Policy (the Policy)

The Directors are covered under the Policy from risks arising from stakeholder claims against them.

Termination

You may resign from your position at any time you wish to do so, you are requested to serve a provide a written notice to the Board of the Company.

Cooperation & Confidentiality

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. Further, all information acquired during your appointment is confidential (including commercial secrets, technologies, advertising and business promotion plans, unpublished price sensitive information, etc) to the Company and should not be released, either during your appointment or after termination of appointment (by whatever means) to third parties without prior clearance from the Board unless required by law or by the rules of any regulatory body.

General

All the terms and conditions as mentioned above shall be governed by the Companies Act, 2013 and the Rules made there under and other statutory provisions as may be applicable from time to time.

This letter and any other contractual obligation arising out of or in connection with the Letter are governed by and shall be construed in accordance with the laws of India and subject to the exclusive jurisdiction of the Courts of India.

We look forward to your association with the Company and your contribution to the Board/Board Committees deliberations for the Company's benefit and betterment in the years to come.

Yours sincerely,
For **Indifi Technologies Private Limited**

Sd/
Mr. Alok Mittal
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.

Name:

Place:

Date: