

CRITERION FOR MAKING PAYMENT TO NON EXECUTIVE DIRECTORS

1. The Appointment shall become effective from _____ and shall end on _____ which may be extended further by the parties with mutual consent thereof, by executing a separate document in this regard. The appointment is subject to the Company's Articles of Association (a copy of which has already been provided with you). Your appointment and other terms thereof, has also been approved by the shareholders of the Company in their general meeting held on _____
2. During the appointment you may be required to serve on one or more of the Board committees such as Audit committee, Nomination and Remuneration committee, CSR Committee and such other committee as may be required by the company and provisions of the Companies Act, 2013 and other applicable laws.
3. The Company anticipates a time commitment of approximately 4 to 6 working days a calendar year for Board or committee meetings and such reasonable time for deeper engagement with the Management team. This will include attendance at regular and emergency Board meetings, the annual strategy meeting and the AGM, held normally at a venue in India.
4. As a Non-Executive Director or Non- Executive Independent Director you have the same general legal responsibilities to the Company as any other Director including all fiduciary duties, responsibilities, statutory obligations and liabilities of directors prescribed in law including the Companies Act, 2013.
5. In addition to these requirements of all Directors, the role of the Non-Executive director shall also have the following key elements:
 - a. Strategy and Business Development: Non-Executive Director or Non-Executive Independent Directors shall constructively challenge and contribute to the overall strategy and to business development initiatives of the Company;
 - b. Performance: Non-Executive Director or Non-Executive Independent Directors shall scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
 - c. Risk: Non-Executive Director or Non-executive independent Directors shall satisfy themselves that financial controls and systems of risk management are robust and defensible.
6. Subject to provision of The Companies Act 2013 and other applicable Indian laws, you shall be discharged with the overall yearly remuneration up to _____% commission on profit after Tax, subject to a maximum limit of Rs. _____/- (Rupees _____) only for each year. Commission shall be payable to you based on quarterly/ half yearly / yearly unaudited financials of the Company.

7. You shall also be eligible for sitting fees of Rs. _____ /- (_____) only payable for attending each meeting of board or Committee thereof (payable for maximum 4 board/committee meetings in one contract year). However, no separate sitting fees shall be payable for attending meeting of any committee of the Board.

10. For the purpose of Computation of Tenure and Compensation etc. under this Appointment Letter, the first contract year shall be from _____ to _____.

11. Any reimbursement of actual expenses incurred by you on account of cost of boarding, lodging and travel etc. (including air travel in business class and stay in 5 star hotels) and other reasonable out of pocket expenses incurred, for attending the meeting of Board or committee thereof shall against producing receipts, be separately reimbursed to you which shall not form part of limit as described above.

12. The compensation described above is the gross amount payable per annum, which is subject to deductions of tax and any other deductions required by any applicable laws.

13. In case any time during your tenure with the company, if you attains any financial or non-financial interest with the company, resulting loosing of your Independence with the Company as Non-Executive Director or Independent Director or you become subject to any disqualification as may be prescribed under the provisions of Act or any other law as may be applicable, due to which your continuation as Non-Executive Director or Independent Director on the board of Company become prejudicial to the interest of the Company, you shall immediately intimate the same in writing to the Chairman of the Company, upon which company shall solely decide the continuation of your engagement with the company.

Yours sincerely
For and on behalf of CMS Info Systems Limited

Mr. XXXXXXXXXXXX
Director