

To,

_____ (Name of the Independent Director)

Subject: Appointment as an Independent Director of SecMark Consultancy Limited (“the Company”)

We are pleased to inform you that upon recommendation of the Nomination and Remuneration Committee and approval of the Board of Directors, the shareholders of the company, at the Annual General Meeting/Extra ordinary General Meeting held on [●] have approved your appointment as an Independent Director on the Board of the Company.

Your appointment shall be governed by the provisions of the **Companies Act, 2013 (“the Act”)**, the rules made thereunder, **Regulation 25 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015**, and the **Articles of Association of the Company**.

The key terms and conditions of your appointment are set out below.

TERMS OF APPOINTMENT OF INDEPENDENT DIRECTOR

1. Appointment and term thereof

In accordance with the provisions of Section 149 and 152 and other applicable provisions of the Companies Act, 2013 (‘Act’) read with the Companies (Appointment and Qualification of Directors) Rules, 2014 (‘Rules’), you are appointed as a Non-Executive Independent Director on the Board of Directors (Board) of **Secmark Consultancy Limited** will be for an initial term up of 5 years with effect from [●] unless terminated earlier or extended, as per the provisions of this letter or applicable laws.

As an Independent Director you **shall not be liable to retire by rotation**.

Your re-appointment for a second term shall be subject to:

- recommendation of the Nomination and Remuneration Committee,
- approval of the Board of Directors and shareholders, and
- satisfactory performance evaluation and continued fulfilment of independence criteria under the Act and SEBI LODR Regulations.

You may resign from your position at any time by giving written notice to the Company. In accordance with the provisions of the Act, a copy of the resignation letter shall also be filed with the **Registrar of Companies, Mumbai**.

2. Board Committee

The Board may, if deemed appropriate, appoint you as **Member or Chairperson** of one or more Board Committees, including but not limited to:

- Audit Committee
- Nomination and Remuneration Committee
- Stakeholders' Relationship Committee

Your appointment to such Committees shall be subject to applicable regulatory provisions.

3. Role, Duties and Responsibilities

Your duties and responsibilities shall be in accordance with the **Companies Act, 2013**, SEBI LODR Regulations and other applicable laws, and shall include the following:

- a. You shall act in accordance with the **Articles of Association of the Company** and applicable laws.
- b. You shall maintain **strict confidentiality** and shall not disclose to any person or entity any confidential information concerning the Company or its group entities obtained during the course of your directorship, except where disclosure is required by law or permitted by the Board.
- c. As a Non-Executive Independent Director, you shall have the same general legal responsibilities as any other Director of the Company. However, in terms of the Act, an Independent Director shall be held liable only in respect of acts of omission or commission by the Company which occurred with their knowledge, attributable through Board processes, and with their consent or connivance, or where they had not acted diligently.
- d. You shall adhere to the fiduciary duties of directors prescribed under Section 166 of the Companies Act, 2013, including:
 - i. acting in accordance with the Articles of the Company;
 - ii. acting in good faith in order to promote the objects of the Company for the benefit of its members as a whole;
 - iii. exercising duties with due and reasonable care, skill and diligence and exercising independent judgment;
 - iv. avoiding situations involving direct or indirect conflict of interest;

- v. not achieving or attempting to achieve any undue gain or advantage; and not assigning the office of director.

4. Code of Conduct

During your tenure, you shall comply with:

- Schedule IV of the Companies Act, 2013 (Code for Independent Directors)
- the Company's Code of Conduct
- the Code for Prevention of Insider Trading
- applicable provisions of the SEBI LODR Regulations.

At the first Board meeting of every financial year, or whenever there is any change in circumstances affecting your independence, you shall provide a declaration confirming that you meet the criteria of independence under **Section 149(6) of the Companies Act, 2013**.

5. Remuneration & Reimbursement

You will be paid such remuneration by way of sitting fees for attending meetings of the Board and its Committees as may be decided by the Board from time to time.

You shall not be entitled to stock options, bonuses, or other performance-linked incentives during your tenure as an Independent Director.

6. Induction & Development

The Company shall, if required, conduct formal induction program for its Independent Directors. The Company shall, as may be required, support Directors to continually update their skills and knowledge and improve their familiarity with the Company and its business. The Company will fund/arrange for training on all matters which are common to the whole Board.

7. Disclosures, other Directorships and Business Interests

During tenure, you shall promptly notify the Company of any change in their Directorships and provide such other disclosures and information as may be required under the applicable laws. Independent Director also agree that upon becoming aware of any potential conflict of interest with their position as Independent Director of the Company, Independent Director shall promptly disclose the same to the Company.

Further, you shall provide a declaration under Section 149(6) of the Act, upon any change in circumstances which may affect Independent Director status as an Independent Director.

8. Termination

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 Act, your Directorship may be terminated for violation of any provision of the Code of Conduct of the Company.

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 Independent Director in the notice, whichever is later. Continuation of your appointment is contingent on getting re-elected by the shareholders in accordance with provisions of the Companies Act, 2013, SEBI LODR Regulations 2015 and the Articles of Association of the Company, from time to time in force. you will not be entitled to any compensation if the shareholders do not re-elect Independent Director at any time.

If, at any stage during the term, there is a change that may affect your independent status as an Independent Director as envisaged in Section 149(6) of the Companies Act, 2013, or if applicable, you fail to meet the criteria for “independence” under the Regulation 16(1)(b) of SEBI (Listing Obligation and Disclosure Requirements), 2015 you shall agree to promptly submit your resignation to the Company with effect from the date of such change.

9. Changes of personal details

During the term, you shall 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.

10. Publication of the letter of appointment

In accordance with the provisions of the Companies Act, 2013 and SEBI LODR Regulations, a generic copy of this letter of appointment may be hosted on the Company’s website.

11. Miscellaneous

- This letter represents the entire understanding, and constitutes the whole agreement, in relation to your appointment and supersedes any previous agreement between you and

the Company with respect thereto and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom.

- No waiver or modification of this letter shall be valid unless made in writing and signed by you and the Company.
- As per Regulation 46(2)(b) of the SEBI (Listing Obligations and Disclosure Requirements), 2015, if applicable, this letter along with Independent Director detailed profile shall be disclosed on the website of the Company and the relevant Stock Exchange.
- This letter is governed by and will be interpreted in accordance with Indian laws and will be subject to jurisdiction of the Indian courts.

Yours sincerely,
For **SECMARK CONSULTANCY LIMITED**

By order of the Board

Ravi Ramaiya
Managing Director & Chief Executive Officer

ACCEPTANCE OF APPOINTMENT

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:

Signature:

Date: