



Symphony Limited

Letter of Appointment of Independent Director

Letter of Appointment of Independent Director

Date:

To,
(Name of Director)
(Address)

Dear (Name of Director),

We are pleased to inform you that the Board of Directors of Symphony Limited ("hereinafter referred as Company) has approved your appointment as an Independent Director of the Company w.e.f. _____. Your appointment is subject to following terms and conditions:

Appointment:

You will be an independent director of the Company for a period of ___ years from the date of appointment subject to approval of members. Your appointment shall be governed by Companies Act, 2013 and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as applicable from time to time.

Committee:

The Board of Directors, from time to time, may appoint you as a member of Board Committees and you will carry out tasks as per terms of reference of the Committee in which you are a chairman / member.

Professional Conduct, Roles & Responsibilities and Duties:

You shall abide by professional conduct, roles & responsibilities and duties as per schedule IV of the Companies Act, 2013 including any subsequent modification/s from time to time, such as

- (i) strive to attend all meetings of the Board of Directors and of the Board committees of which he is a member;
- (ii) strive to attend the general meetings of the Company;
- (iii) keep yourself well informed about the Company and the external environment in which it operates;
- (iv) acting within your authority, assist in protecting the legitimate interests of the Company, shareholders and its employees;

Disclosure:

Pursuant to section 184 of Companies Act, 2013, you shall disclose your concern or interest in any Company or companies or bodies corporate, firms, or other association of individuals including shareholding.

Code of Ethics and Business Conduct:

You shall abide by Company's code of ethics and business conduct. The copy of code of ethics and business conduct is annexed to this letter of appointment.

Dealing in Shares:

Directors and designated employees of the Company are prohibited to deal in shares of the Company while trading window is closed. You shall abide by the Company's code of conduct for prevention of insider trading during dealing in shares of the Company.

Directors and Officer Liability:

The Company has Directors and Officers Liability Policy and you shall be covered under the said policy.

Fees and Remuneration:

You will be paid remuneration by way of sitting fees, as may be decided by the Board for attending meeting of Board of Directors as well as Audit Committee according to section 197 of Companies Act, 2013 read with Companies (Appointment and Remuneration of Managerial Personnel) Rules, 2014.

Further, the Company shall reimburse all your expenses i.e. travel, hotel and other incidental expenses incurred while attending general meeting, meeting of Board of Directors as well as Committee constituted by Board of which you are a member.

Being Independent Director, you shall not be entitled to any stock option of the Company.

Resignation / Termination:

You may resign from office by giving a reasonable notice in writing to the Company. The Company may terminate your appointment in accordance with provisions of Companies Act, 2013.

Confidentiality:

You would have access to Confidential information, whether or not the information is marked or designated as "confidential" or "proprietary", relating to the Company and its business including legal, financial, technical, commercial, marketing, advertising and sales promotion plans, unpublished price sensitive information and any financial information and business

related records, data, documents, reports, client information, intellectual property rights, (“Confidential Information”).

You shall ensure to keep the above confidential and not to disclose to any third party, such Confidential Information.

If any Confidential Information is required to be disclosed by you in response to any summons or in connection with any litigation, or in order to comply with any applicable law, order, regulation or ruling, then any such disclosure should be, to the extent possible, with the prior consent of the Chairman or Managing Director.

Governing Law:

This letter of appointment shall be governed under Indian Laws.

You are requested to return copy of this letter duly signed and dated to the Company as token of your acceptance.

Thanking you,

Yours faithfully,
For and on behalf of Symphony Limited

Chairman

Acceptance

I hereby accept the terms as enumerated in this letter of appointment

Date:

Signature:

Enclosure: As above
