



February 17, 2015

Mrs. Sadhana Dikhsit
Aster 4/103, SuperTech Emerald Court
Sector - 93A, Noida – 201304

Sub: Your Appointment as an Independent Director of the Company

Dear Sadhana,

On behalf of Infinite Computer Solutions (India) Limited ("the Company"), I am pleased to inform you that based on your confirmation that you meet the criteria of "Independence" as provided under the Section 149(6) of the Companies Act, 2013 (hereinafter referred to as the "Act") and Clause 49 of the Listing Agreement, and upon the recommendation of Nomination & Remuneration Committee and the Board of Directors ("the Board") and subject to the approval of the shareholders of Infinite Computer Solutions (India) Limited ("the Company"), you are hereby appointed as an "Independent Director" on the Board of the Company

In fulfillment of the requirements of the law, I am pleased to issue this formal appointment letter to you. This letter will set out the terms of your appointment and your roles, duties, responsibilities and liability as an independent director on the board of the Company.

The terms of appointment shall, be subject to the Act, Listing Agreement and Articles of Association of the Company, and the same are set out below:

A. Appointment

- i. Your appointment as an Independent Director on the Board of the Company is subject to the provisions of the Act and the Listing Agreements entered with the stock exchanges.
- ii. You are being appointed for a term of upto three consecutive years commencing from February 12, 2015. Your appointment shall be subject to the approval of shareholders in ensuing General Meeting. Pursuant to the provisions of Section 152 (6) of the Act read with Section 149 (13) you will not be liable to retire by rotation.
- iii. You may be re-appointed for another term of upto five years subject to the provisions of the Act and/or Listing Agreement and subject to the approval of the Board of Directors and the Shareholders of the Company by a special resolution.
- iv. Notwithstanding other provisions contained in this letter, the appointment may be terminated in accordance with the provisions of the Articles of Association of the Company or on failure to meet the parameters of independence as defined in Section 149(6) of the Act / Listing Agreement or on occurrence of any event for vacation of office of Director of the Company as provided under Section 167 of the Companies Act, 2013.



Infinite Computer Solutions (India) Limited

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B. Committees

You may be required to join Committees of the Board, if the Committees are constituted and/or re-constituted by the Board.

C. Commitment, duties and responsibilities

As a Non-Executive Independent Director, you are expected to bring independence of view to the Board's discussions and to help the Board with effective overview of Company's strategy, performance, social commitments and risk management and ensure high standards of financial integrity and governance. The Board meets at least four times in a year. You will be expected to attend the meetings of the Board / Committees (in which you are / may become a member) and shareholders and devote such time as may be considered appropriate for you to discharge your duties effectively.

Your role will be that of a Non-Executive Independent Director in terms of the provisions of the Act and the Listing Agreement. There are certain fiduciary duties prescribed for the Directors and you shall be subjected to the same. In terms of Section 166 of the Act, as a Director of the Company you have the following fiduciary duties:

- i. Act in accordance with the Articles of Association of the Company.
- ii. Act in good faith in order to promote the objects of the Company for the benefit of its members as a whole and in the best interests of the Company, its employees, the shareholders, the community and for the protection of the environment.
- iii. Exercise duties with due and reasonable care, skill and diligence and shall exercise independent judgment.
- iv. Not to 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.
- v. Not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates and if found guilty of making any undue gain, you shall be liable to pay an equal amount to that gain of the Company.
- vi. Not to assign your office and any assignment so made shall be void.

In addition to the above, you shall also be required to:

- Follow the "Code for Independent Directors" as specified under Schedule IV of the Act.
- Follow the Code of Conduct for Directors and Senior Management and furnish an annual affirmation.



- Follow the Company's "Insider Trading Policy" and requirements under the Act and SEBI Regulations, which require that Price Sensitive Information is not used or transmitted and is maintained securely.

D. Insurance

The Company has Directors' and Officers' liability Insurance policy to pay for the personal liability of the Directors and Officers of the Company towards the claims made against them. It is intended to maintain such insurance cover for the full term of your appointment.

E. Remuneration

- i. As an Independent Director you shall be paid sitting fee, as may be determined by Board from time to time, for attending the Meetings of the Board and/or Committees thereof.
- ii. You shall also be entitled for reimbursement of expenses incurred by you in connection with attending the Board / Committee / General Meetings and in relation to the business of the Company towards hotel accommodation, travelling and other out-of-pocket expenses.
- iii. Pursuant to applicable law, you shall not be entitled to any stock options.

F. Technology

Being a Director, you may make use of video, telephone, electronic mail, any other technology which permits each Director to communicate with every other Director, or any combination of these technologies for the purpose of calling and holding Directors' meetings.

You may attend the board or committee meeting through video conferencing or other audio visual means subject to the applicable provisions of the Companies Act, 2013.

G. Disclosures

You shall be required to submit certain information in the prescribed forms on a defined periodicity. Company Secretary shall be the coordinating officer in this regard.

You are required to disclose to the Company your interests and any matters (excluding those matters which may be subject to legal professional privilege) which affect your independence.

During your tenure as an independent director you are required to give a declaration that you meet the criteria of independent every financial year as provided under Section 149 of the Act.



H. Liability

As an independent director you will be liable only in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

I. Confidentiality

- i. You will 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 and business related records, data, documents, reports, etc., client information, intellectual property rights (including trade secrets), ("Confidential Information").
- ii. You shall use reasonable efforts to keep confidential and to not disclose to any third party, such confidential information.
- iii. 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 Board.

J. Applicable Law

This letter of appointment shall be governed by the laws of India.

Please confirm your acceptance by signing, dating, and returning a copy of this letter to the Company.

Yours faithfully,

For Infinite Computer Solutions (India) Limited


Sanjay Govil
Chairman

I have read and agree to the above terms regarding my appointment as an Independent Director of Infinite Computer Solutions (India) Limited.

Signature



Dated: 19th Feb, 2015

SADHANA DIKSHIT