



The terms and conditions of appointment of the Independent Directors of the Company in accordance with the requirements of Schedule IV to the Companies Act, 2013.

Agreement:

Members of our Company have at their Annual General Meeting held on July 31, 2015 appointed Mr. Ashok Kini as **"Independent Director"** of the Company.

The Terms and Conditions of appointment are:

I. Term:

The Appointment is for a term commencing from 31st July, 2015 for a period of five years. Unless the Appointment is renewed on or prior to the Termination Date, he will cease to hold office as an Independent Director of the Company immediately after the Termination Date.

II. Other Terms and Conditions

1. Committees:

1.1 During the Appointment, the Independent Director may be required to serve on one or more of the committees of the Board including Audit Committee, Nomination and Remuneration Committee and Corporate Social Responsibility Committee as the Board may decide.

1.2 Mr. Kini is appointed as Non-Executive Independent Director and will be identified as such in the annual report and other documentation of the Company. If circumstances change, and he believes that his independence will be in doubt, he should discuss the same with the Chairman of the Company as soon as practicable.

2. Duties and Liabilities:

2.1 The Independent Director will perform his fiduciary duties in a responsible manner and his general legal responsibilities to the Company will be at par with a non-executive director.

2.2 The Independent Director shall act in accordance with the Articles of Association of the Company and while discharging his duties, comply with the requirements of Section 166 and Schedule IV to the Act.

2.3 The Independent Director will be held liable only in respect of such acts of omission or commission by the Company which have occurred with his knowledge, attributable through Board processes and with his consent or where he has not acted diligently.

3. Code for Independent Directors:

3.1 The Company has relied on the declaration of the Independent Director that he meets the criteria of independence as provided in Section 149(6) of the Companies Act, 2013 (the "Act").

3.2 The Independent Director will be required to abide by the guidelines as to professional conduct for independent directors as set out in Section 149(8) read with Schedule IV to the Act.



3.3 The Independent Director will be required to comply with applicable provisions of any code of conduct framed by the Board for all Board members and Senior Management of the Company

4. Restrictions:

4.1 During the term of Appointment, the Independent Directors are expected not to take up directorship in any company (whether in India or abroad) engaged in the same or similar businesses as that of the Company or in a company, business or undertaking which competes or is likely to compete with the Company or which could otherwise potentially give rise to a conflict with his duties with the Company.

4.2 During the term of Appointment, an Independent Director shall not serve as:

- (a) an independent director in more than the prescribed number of companies and
- (b) a committee member of more than the prescribed number of committees (i.e. the Audit Committee, the Nomination and Remuneration Committee and any other Board Committees) including chairmanship of such Committees.

5. Time Commitment:

By accepting the Appointment the Independent Director confirms that he will be able to allocate sufficient time to perform his duties as an Independent Director and attend meetings of the Board or any committee thereof. In addition to such attendance, he will be expected to devote appropriate preparation time ahead of each meeting.

6. Training and Development:

6.1 The Independent Director will be invited to attend ongoing training and familiarization sessions for Directors including site visits.

6.2 The Board members are provided with necessary documents / brochures, reports and internal policies to enable them to familiarize with the Company's procedures and practices.

6.3 Periodic presentations are made at the Board and Board Committee meetings, on business and performance updates of the Company, global business environment, business strategy and risks involved.

6.4 Quarterly updates on relevant statutory changes and landmark judicial pronouncements encompassing important laws are regularly circulated to Directors.

7. Evaluation Process:

The performance of individual directors shall be done by the entire Board, excluding the director being evaluated, on an annual basis.



8. Remuneration:

In consideration of the Independent Directors' services, the Company will pay fees as under:

- (i) Rs.50,000/- for attending each meeting of the Board or any committee thereof;
- (ii) Profit related Commission at the end of a financial year based on achievement of net profits by the Company as may be approved by the Board and the Shareholders.

9. Expenses:

In addition to the remuneration stated in the preceding paragraph, the Company will reimburse Independent Director, or bear and pay, all travel, accommodation or other expenses incurred as a result of him carrying out his duties as a director. The Independent Director may, at the Company's expense, seek independent legal or other professional advice where necessary to perform his duties and will be entitled to reimbursement of costs incurred in seeking such advice. In these circumstances, he should discuss the issues concerned with the Chairman of the Company in advance.

10. Confidentiality:

The Independent Director agrees that both during and after the term of Appointment, he will not use for his own, or for another's benefit, or disclose or permit the disclosure of any confidential information relating to the Company, subsidiary or any group or associate companies of the Company, which he may acquire by virtue of his position as an independent director, including without limitation, any information about the deliberations of the Board. The restriction shall cease to apply to any confidential information which may (other than by reason of the director's breach of this term), become available to the public generally.

11. Insurance:

The Independent Director will be covered under the Directors & Officers' Liability Insurance Policy being taken by the Company.

12 Publication of Letter:

In line with the provisions of Schedule IV to the Act, the letter of appointment will be open for inspection by any member and the Company will also post the terms and conditions of the appointment on the Company's website

13. Governing Law:

The Appointment and the terms are governed by the laws of India.

14. Relationship:

- 14.1 The appointment construes neither a contract for services nor a service contract.
- 14.2 There will be no relationship of employer and employee as a consequence of appointment as an Independent Director of the Company.



15. Authority:

The Letter of appointment will be issued under the authority of the Board.

For FINO PayTech Limited


Rishi Gupta
Managing Director & CEO

Accepted

Accepted in
(Asstt. Secy)