

DRAFT LETTER OF APPOINTMENT FOR INDEPENDENT DIRECTOR

Date: _____

To,

Dear _____,

Sub: Appointment as an Independent Director of ABM Knowledgeware Limited

We are pleased to inform you that the Shareholders have approved your appointment as an Independent Director of the Company to hold office for 5 (five) consecutive years of a term, commencing from _____ by passing a resolution at the members meeting on _____.

A. Preliminary

Your appointment is subject to the following:

1. During your tenure as an Independent Director, you will have to submit a declaration at the beginning of every Financial Year under Section 149(7) of the Companies Act, 2013 (“Act”) stating that you meet the criteria of Independence.
2. So long as you are an Independent Director of the Company, the number of companies in which you hold office as a Director or a chairman or committee member will not exceed the limit stipulated under the Act and the Listing Agreement.
3. You will ensure that you do not get disqualified to act as a Director pursuant to the provisions of Section 164 of the Act.
4. You will ensure compliance with other provisions of the Act and the listing Agreement as applicable to you as an Independent Director.

B. Committees

During the Appointment, you may be required to serve on one or more of the committees of the Board including Audit Committee, Nomination and Remuneration Committee, Corporate

Social Responsibility and Stakeholders Relationship Committee, Risk Management Committee as the Board may decide.

C. Code of Conduct, Duties and Responsibilities

1. You will abide by the ABM Code of conduct for Board of Directors to the extent applicable to an Independent Director of the Company.
2. You will abide by the guidelines of professional conduct, role, function and duties as an Independent Directors provided in Schedule IV of the Companies Act, 2013 and as per SEBI (LODR) Regulations, 2015.
3. You are expected to stay updated on how best to discharge your roles, responsibilities, duties and liabilities, as an Independent Director of the Company under applicable law, including keeping abreast of current changes and trends in economic, political, social, financial, legal and corporate governance practices.
4. You shall act in good faith in order to promote the objects of the Company for the benefits of its members as a whole, and in the best interest of the Company.
5. You shall not involve yourself in situation in which you may have direct or indirect interest that conflict, or possibly my conflict, with the interest of the Company.

D. Performance Evaluation

Your reappointment or extension of term and your remuneration will be recommended by the Nomination and Remuneration Committee of the Board, pursuant to a performance evaluation carried out by the Board.

You may resign from your position at any time after giving written notice to the Board.

E. Remuneration

Your annual remuneration will be as under:

- (a) Sitting fees of attending each meeting of the Board and its Committees as may be determined by the Board from time to time, and
- (b) Commission that may be determined by the Board payable at the end of each financial year will be based on the performance of the Company and your performance evaluated by the Board of Directors.
- (c) Pursuant to applicable law, you will not be entitled to any stock options.

F. Training

You will be entitled to the benefit of training program to familiarize yourself with the business and affairs of the Company, growth plans, the peculiarities of the industry in

which the Company operates, its goals and expectations and long term plans and objectives.

G. Insurance

The Company will use its best endeavours to maintain appropriate directors' and Officers' (D&O) liability insurance for your benefit during your appointment. Details of the D & O policy will be sent to you separately and you will be informed of any changes to that policy.

H. Confidentiality

All information acquired during your appointment is confidential to the Company and should not be released either during continuation of your appointment and for a further period of two years after cessation of your appointment. You should adhere to the Code of Conduct for Prevention of Insider Trading under Regulation of SEBI (Prohibition of Insider Trading) Regulations, 2015.

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.

I. Publication of the letter of Appointment

In line with provision of Clause IV sub clause 6 of Schedule IV, under Companies Act, 2013, the company will make public the terms and conditions of your appointment and will also arrange for it to be on displayed on the Company's website.

Acceptance of Appointment:

We are confident that the Board and the Company will benefit immensely from your rich experience and we are eager to have you as an integral part of the growth of our Company. If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter.

We thank you for your continued support and commitment to the Company.

Yours Sincerely,

For ABM Knowledgeware Limited

Sd/-

Name: Prakash B. Rane

Designation: Managing Director

AGREE AND ACCEPT

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: _____

Place: Mumbai

Date: _____