

XPRO INDIA LIMITED



Registered Office:

Barjora - Mejia Road, P.O. Ghutgoria,
Tehsil: Barjora, Distt.: Bankura, West Bengal 722 202
Tel: +91-9775301701; e-mail: cosec@xproindia.com

CIN: L25209WB1997PLC085972
Website: www.xproindia.com

August 5, 2019

Sri Amitabha Guha
DL 182, 1st Floor,
Saltlake, Sector II,
Kolkata – 700 091

Dear Sri Guha

Sub: Your re-appointment as an Independent Director of the Company

We are pleased to inform you that on the basis of your consent to act as a Director of the Company and a declaration that you meet the criteria of "independence", the shareholders of the Company at the 22nd Annual General Meeting held on August 3, 2019 have passed a special resolution pursuant to the provisions of Sections 149, 150, 152 read with schedule IV and all other applicable provisions of the Companies Act, 2013 ("the Act") and the Rules made there under and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations"), approving your re-appointment as an Independent Director of the Company.

This letter of appointment sets out the terms and conditions of your re-appointment as an Independent Director of the Company. The terms of your re-appointment, as set out in this letter, are subject to the provisions of the applicable laws, including the Companies Act, 2013 and the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended from time to time and the Articles of Association of the Company. Please note that this is a contract for service and not a contract of employment.

Appointment

Your re-appointment as Independent Director is for a second term of five consecutive years, i.e. until the conclusion of the 27th Annual General Meeting of the Company.

Your appointment shall not be subject to rotation as per the provisions of sub-section (6) of Section 152 of the Act.

Your tenure is subject to your meeting the criteria for being an Independent Director and not being disqualified to be a Director under the applicable laws. Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and the Listing Regulations.

Role on the Board and its Committees

You are expected to provide your expertise and experience in the functioning of the Board and the Committees of the Board wherein you may be nominated. In addition to routine Board Meetings you

should allow time for Committee Meetings, preparatory work and travel, and ensure that you are in a position to make the necessary overall time commitment.

You may be nominated to one or more Committees of the Board and/or to accept additional appointments in or on behalf of the Company where best practice requirements dictate that an Independent, non-executive presence is required and in such event you will be provided with the relevant Committee's terms of reference.

Duties and Liabilities

You are expected to perform your fiduciary duties and exercise reasonable skill, care and diligence expected of every Director, enumerated as under:

1. You shall act in accordance with the Company's Articles of Association.
2. You shall 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 interest of the Company.
3. You shall discharge your duties with due and reasonable care, skill and diligence.
4. You shall not involve yourself 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.
5. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
6. You shall not assign your office as Director and any assignment so made shall be void

You are required to make prompt disclosure of your interest as per the requirements of Section 184 and other applicable provisions of the Companies Act, 2013. During your term in the office as an Independent Director, you shall promptly provide a declaration under Section 149 (7) of the Act or upon any change in circumstances that may affect your independence in relation to the Company.

You will apply the highest standards of confidentiality, and not disclose to any person or company (whether during the course of the tenure as Independent Director or at any time after its cessation), any confidential information concerning the Company and any Group Companies with which you come into contact by virtue of your position as a Director, except as permitted by law or with prior clearance from the Chairman.

In addition to the performance of the above functions and duties as a Director or the functions or duties of the Board collectively, you, as an Independent Director, shall also perform duties of Independent Director detailed in "the Code for Independent Director" as per Schedule IV of the Companies Act, 2013 and shall also ensure adherence to other provisions of the said Schedule.

You are expected to follow the Company's Code of Conduct for Directors and Senior Management and furnish an annual confirmation of the same. You will also follow the Company's other applicable policies and codes, including the Code of Conduct to regulate, monitor and report trading by Insiders and the requirements under the Companies Act, 2013 and SEBI Regulations, which inter-alia require that price-sensitive information is not used or transmitted and maintained securely. You should not make any

statements that might risk a breach of these requirements without prior clearance from the Chairman of the Company.

You shall not commit the Company in any way, nor shall you make any statements on the Company's behalf or concerning the Company to the media, financial institutions or anyone associated with the stock market or investor community without the express authorization of the Board.

The list of actions that you should not do while functioning as a Director in the Company includes the following :

- Any action that involves any violation of applicable laws.
- Any action that involves any breach, in letter and spirit, of the Company's Code of Conduct for Directors and Senior Management Personnel.
- Any action that involves the Directors' personal interest, except as disclosed as per applicable laws, or unduly compromises or conflicts with the interest of the Company.

You will be held liable, only in respect of such acts of omission or commission by the Company which have occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you have not acted diligently.

Evaluation Processes

Your performance evaluation shall be done by the Board of Directors annually, without your participation. You will participate in reviewing the performance of non-independent Directors and the Board as a whole, performance of the Chairperson and other Executive Directors.

Remuneration

You will be entitled to sitting fees for attending the Meetings of the Board or Committee thereof or for any other purpose whatsoever as may be decided by the Board of Directors from time to time. The sitting fees payable shall be subject to applicable tax deduction at source.

In addition, you will be entitled to reimbursement of all expenses for participation in the Board and other Meetings of the Company.

Directors' and Officers' Liability Insurance

The Directors would be covered under the Directors' and Officers' Liability Insurance as per the policy of the Company.

Termination

Your appointment will terminate automatically on the expiry of the term of appointment as above or vacation of office in terms of Section 167 of the Act and / or SEBI Regulations.

Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company, as amended from time to time or may cease in accordance with the applicable laws.

There is no compensation for termination of office in any circumstances.

You may also resign from the directorship of the Company at any time by giving a notice in writing to the Board of the Company stating the reasons for resignation and also to Registrar of Companies (ROC). However, should you wish to do so, you are requested to serve a reasonable written notice to the Board.

General

The Agenda for Board Meetings and all relevant papers which require study before Board Meetings will be provided to you well in time (save in exceptional circumstances) to allow you to study the same before the meetings of the Board / Committees.

All the terms as mentioned above including your appointment, remuneration, professional conduct, role, functions and duties shall be governed by the Act (in particular Schedule IV to the Act), and Rules framed thereunder, Corporate Governance requirements under the Listing Regulations, as amended from time to time, the Articles of the Association and the Policies of the Company.

Governing Law

This letter and any non-contractual obligations arising out or in connection with this letter are governed by and shall be construed in accordance with the laws of India and subject to the exclusive jurisdictions of the Courts of India.

Yours sincerely,

For and on behalf of the Board

Sidharth Birla
Chairman

I confirm and agree to the above

.....
Amitabha Guha