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January 31, 2024

Ms. Nandini Khaitan,
3, Queens Park,
Kolkata - 700 019

Dear Ms. Khaitan,

Sub: Your appointment as an Independent Director of Xpro India Limited

We are pleased to inform you that based on our discussions with you, the information furnished by you, and your consent to act as a Director along with the declaration that you meet the criteria of "independence", in accordance with the approval of our Shareholders on January 16, 2024 you are being appointed as an Independent Director of the Company.

This letter of appointment sets out the terms and conditions of your appointment as an Independent Director of the Company. The terms of your appointment, as set out in this letter, are subject to the provisions of the applicable laws, including the Act and the Listing Regulations 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

This appointment as an Independent Director is for a term of five consecutive years, i.e. from February 1, 2024 to January 31, 2029. Your appointment shall not be subject to retirement by 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 on an ongoing basis, and not being disqualified to act as a Director under applicable laws. You are required to abide by the maximum directorships one may hold as per the Companies Act and the Listing Regulations.

Role on the Board and its Committees

You are expected to bring your expertise, experience and good-faith judgment to bear as a member of the Board, and the Committees of the Board wherein you may be nominated. In addition to routine Board Meetings, you will be required to allow time for Committee Meetings, preparatory work and travel, and ensure that you are in a position to make the requisite 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 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.

In respect of your tenure on the Board:

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 interests 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 Designated Persons 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 made 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, as may be required under Law or regulations.

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 proper expenses including related to travel and 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.

You will automatically vacate office if you attend disqualification in terms of the Act and Rules framed thereunder. You will voluntarily resign immediately in case you are debarred from holding the office as a director of the Company by virtue of any Order passed by the

Securities and Exchange Board of India, Ministry of Corporate Affairs, Reserve Bank of India, any Court or any other competent statutory authority.

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. 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.

We hope the aforesaid terms and conditions for your appointment as an Independent Director of the Company are acceptable to you. Kindly sign and return the duplicate copy of the letter as a token of your acceptance.

We, on behalf of the Board, extend our best wishes for a successful and forward-looking tenure as an Independent Director of the Company.

Yours sincerely,
For and on behalf of the Board

Sidharth Birla
Chairman

I confirm and agree to the above

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Nandini Khaitan