

## **Terms and conditions of appointment of Mrs. Meera Shankar as a Non-Executive Independent Director of Hexaware Technologies Limited (the *Company*)**

### **Appointment**

1. The Appointment is for a term of two years commencing on April 11, 2016 and ending on April 10, 2018 (the ***Termination Date***) and extendable by mutual written agreement. Unless the Appointment is renewed, your appointment shall come to an end on the Termination Date. The Appointment is subject to the Company's Articles of Association (a copy of which will be provided to you) and the approval of the shareholders of the Company in general meeting.
2. Notwithstanding the other provisions of this letter, the Appointment may be terminated with or without cause at any time by the Company with immediate effect, in accordance with the Company's Articles of Association or the Indian Companies Act, 2013, as applicable, or upon your resignation, or the Board of Directors (excluding you) is of the opinion that your continued appointment is not in the interest of the company. Upon such termination or resignation of your appointment for any reason, you shall not be entitled to any damages for loss of office and no fee will be payable to you in respect of any unexpired portion of the term of the Appointment or any damages whatsoever. Upon such termination or resignation, you undertake to sign all appropriate paperwork that the Company requires.
3. During the Appointment you may be asked to serve on one or more of the Board committees including Audit, Nomination and Remuneration and Stakeholders Relationship Committees and you will be provided with copies of the terms of reference for each of those committees.
4. You are considered to be an Independent Non-Executive Director and will be identified as such in the annual report and other documentation. If circumstances change, and you believe that your independence may be in doubt, you should discuss this with the Chairman as soon as practicable.

### **Time commitment**

5. The Company anticipates a time commitment of not less than 4-6 working days for Board meetings a year and about 4-6 days working days a year for deeper engagement with the Management team, but you are aware that the nature of the role makes it impossible to be specific about the time commitment. This will include attendance at regular and emergency Board meetings, the annual strategy meeting, and the AGM, held normally at a venue in India. You may also be required to attend regular meetings of any Board committee of which you are a member. In addition, you will be expected to devote appropriate preparation time ahead of each meeting.

6. By accepting the Appointment, you confirm that you are able to allocate sufficient time to perform your role.

### **Role**

7. As a Non-Executive Independent Director you have the same general legal responsibilities to the Company as any other Director including all fiduciary duties, responsibilities, statutory obligations and liabilities of directors prescribed in law including the Companies Act, 2013.
8. The Board as a whole is collectively responsible for promoting the success of the Company by directing and supervising the Company's affairs. The Board:
  - a. Provides entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;
  - b. Sets the Company's strategic aims, ensures that the necessary financial and human resources are in place for the Company to meet its objectives, and reviews management performance; and
  - c. Sets the Company's values and standards and ensures that its obligations to its shareholders and others are understood and met.
9. In addition to these requirements of all Directors, the role of the Non-Executive director shall also have the following key elements:
  - a. Strategy and Business Development: Non-Executive independent Directors should constructively challenge and contribute to the overall strategy and to business development initiatives of the Company;
  - b. Performance: Non-Executive independent Directors should scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
  - c. Risk: Non-executive independent Directors should satisfy themselves that financial information is accurate and that financial controls and systems of risk management are robust and defensible.

### **Expenses**

10. In addition to the compensation described in 10 above, the Company will reimburse your official travel expenses, hotel expenses, and all other reasonable out of pocket expenses for participating in Board and other meetings.

### **Other directorships and business interests**

11. The Company acknowledges that you have business interests other than those of the Company and that you have declared any conflicts that are apparent at present. In the event that you become aware of any potential conflicts of interest, these should be disclosed to the Chairman and Company Secretary as soon as they become apparent.
12. During the Appointment you must consult with the Chairman prior to accepting any other (or further) directorships of publicly quoted companies or any major external appointments.

### **Code of conduct**

13. During the period of your appointment, you will comply with the Company Code of Directors, copy of which is attached and such other codes of conduct under applicable laws including the Companies Act, 2013 and SEBI (Prohibition of Insider Trading) Regulations, 2015.

#### **Confidentiality**

14. You must apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the Appointment or at any time after its termination) any confidential information concerning the Company and any Group Companies (includes wholly owned subsidiary and parent companies) with which you come into contact by virtue of your position as a Non- Executive independent Director of the Company.
15. Your attention is drawn to the requirements under Indian regulations as to the disclosure of price-sensitive information. Consequently you should avoid making any statements that might risk a breach of these requirements without prior written clearance from the Chairman or Company Secretary.
16. On termination of the Appointment you will deliver to the Company all books, documents, papers and other property of or relating to the business of the Company or any Group Company which are in your possession, custody or power by virtue of your position as a Non-Executive independent Director of the Company. The Company is able to arrange the disposal of papers that you no longer require.
17. If there is a breach or threatened breach of the provisions of Confidentiality, Hexaware and its Group Companies shall be entitled to injunctive relief;

#### **Review process**

18. The performance of individual Directors and the whole Board and its committees is evaluated annually. If, in the interim, there are any matters which cause you concern about your role you should discuss them with the Chairman as soon as is appropriate.

This letter of appointment will be made public by the Company in accordance with applicable laws including by placing a copy of this letter on the website of the Company. As mandated under applicable law, this letter will also be available for inspection by the shareholders of the Company. Any dispute arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of courts in Mumbai, India. This agreement shall be governed by the laws of India without reference to its conflict of laws principles.