

LETTER OF APPOINTMENT

Date: xxxx

Sub: Letter of appointment of Independent Director

It is a pleasure to have you serving on the Board of Directors (the 'Board') of Inventurus Knowledge Solutions Limited (the 'Company'). The members of the Company have approved your appointment as an Independent Director of the Company ('**Independent Director**'), not liable to retire by rotation, which took effect on November 10, 2022 and runs for a five-year period through November 09, 2027. The terms of this letter of appointment supersede the prior letter of appointment dated February 2, 2023.

In compliance with the applicable provisions of the Companies Act, 2013 with respect to appointment and tenure of Independent Directors, the Independent Directors will serve on the Board for not more than two consecutive terms of five consecutive years each.

This letter sets out the terms of your appointment. This letter shall not constitute a contract of employment.

1. Appointment

In accordance with the provisions of the Companies Act, 2013, Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations") and applicable provisions of the Companies Act, 2013, you will serve as an Independent Director of the Board till November 09, 2027.

2. Board Committees/Subsidiaries

As advised by the Board, during the tenure of office, you may be required to serve on the committees of the Board established by the Company. Upon your appointment to any one or more committees, you will be provided with the terms of reference of that committee.

DRAFT - CONFIDENTIAL – ATTORNEY CLIENT PRIVILEGED COMMUNICATION

Considering your expertise, your professional services might be availed by the subsidiaries of the Company from time to time on the terms and conditions including fees/remuneration in whatever form as may be mutually agreed between yourself and the subsidiary subject to the applicable regulatory limits and approvals.

3. Professional Conduct, Role and functions, duties

You shall follow the (a) Code of Conduct for Directors and the Senior Management team, and (b) duties of directors prescribed under Section 166 of the Companies Act, 2013 (c) Code for Independent Directors prescribed under Schedule IV to the Companies Act, 2013, and (d) all applicable Company policies and procedures.

4. Remuneration

You will be paid a sitting fee of ₹40,000/- or such other amount as may be decided by the Board for every meeting of the Board. Upon your appointment to any one or more committees of the Board, you will be paid a sitting fee as under:

Name of the Committee	Sitting Fee for each meeting (Amount ₹)
Audit Committee	40,000/-
Nomination and Remuneration Committee	20,000/-
Corporate Social Responsibility Committee	20,000/-
Stakeholder's Relationship Committee	20,000/-
Separate meeting of the Independent Directors	20,000/-

In addition, the non-executive directors may also remunerated by way of commission for each financial year as decided by the Board not exceeding 1% of the net profits of the Company pursuant to provisions of the Companies Act, 2013. Under no circumstance will this decision take into account the volume or value of business, if any, that you might generate for the Company.

DRAFT - CONFIDENTIAL – ATTORNEY CLIENT PRIVILEGED COMMUNICATION

Reimbursement of expenses for participation in the Board, committees of the Board will be based on actuals.

5. Dealing in Shares

Directors are prohibited from dealing in the Company's shares without submitting a 'trading plan' and during the period when the trading window is closed. Further, you are required to pre-clear all trades (buy/sell/gift) from the Compliance Officer of the Company before entering into any trade. You are required to comply with (a) code of conduct to regulate, monitor and report trading by designated persons and their immediate relatives, (b) code of practices and procedures for fair disclosure of UPSI, (c) policy on leak of UPSI, and (d) applicable insider trading laws and regulations.

6. Training and Familiarisation Programmes

In accordance with the Listing Regulations, Independent Directors are required to adhere to the policy for familiarisation programme for independent directors to familiarise them with their roles, rights, duties, responsibilities in the Company, nature of the industry in which the Company operates, business model of the company, etc., through various training session and programmes.

7. Retirement

Your retirement would be governed by the provisions of the Companies Act, 2013 and the rules and regulations framed thereunder, Listing Regulations and other statutory provisions from time to time.

8. Evaluation

Evaluation of your performance will be done by the Board based on the evaluation criteria laid down by the Nomination and Remuneration Committee, in accordance with the policy for formulation of criteria for evaluation of performance of the Board.

9. Directors’ and Officers’ Liability Insurance Policy

The Company will provide D & O Liability Insurance Policy Cover in the manner and extent required.

10. Conflict of Interest / Independence

You are considered to be an Independent Director and will be identified as such in the annual report and other documentations of the Company. It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment and from time to time in accordance with the provisions of the Companies Act, 2013, the rules and regulations made thereunder, and the Company’s Conflict of Interest Policy. In the event that your circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgment that you are independent, this should be disclosed to Board as soon as possible.

11. Termination

(i). You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice to the Board.

(ii). Continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with provisions of Companies Act, 2013 and the articles of association of the Company, from time to time in force. You will not be entitled to the compensation, if the shareholders do not re-elect you at any time.

(iii). Your appointment may also be terminated in accordance with the provisions of Companies Act, 2013 and rules and regulations made there under and the articles of association of the Company from time to time in force.

By agreeing to the terms of this updated letter of appointment, you confirm that you are able to continue allocating sufficient time to meet the expectations of your role as an Independent Director to the satisfaction of the Board.

DRAFT - CONFIDENTIAL – ATTORNEY CLIENT PRIVILEGED COMMUNICATION

Kindly return a copy of this updated letter of appointment, duly signed, as a token of acknowledgement.

With warm regards,

Yours sincerely,

For Inventurus Knowledge Solutions Limited

Chairman

Accepted By:

[INSERT NAME OF INDEPENDENT DIRECTOR]