

Date [*]

To
Dear [*]

Sub : Letter of Appointment as Independent Director

I am pleased to inform you that the Members of the Company at their Seventh Annual General Meeting held on June 28, 2024, has appointed you as an Independent Director on the Board of Sify Infinit Spaces Limited ("the Company") for a term of 5 consecutive years effective ___ in terms of the applicable provisions of the Companies Act, 2013 ("the Companies Act") and the Rules made thereunder, applicable regulations of Securities Exchange Board of India ("SEBI regulations") and subject to approval of the members of the Company at their ensuing Annual General Meeting.

This letter of appointment sets out the terms and conditions of your appointment.

1. The Appointment has been made as an Additional Director categorized as an Independent Director effective June 28, 2024 and your appointment is subject to the approval of the Members at their ensuing Annual General meeting.
2. You will hold office as an Additional Director upto the date of ensuing Annual General Meeting and on receipt of approval from the Members as an Independent Director you shall not be liable to retire by rotation.
3. On the conclusion of the first term of appointment of five consecutive years, you may further be appointed for a term of five consecutive years subject to the approval of the Board on the basis of the performance evaluation report and approval of shareholders by way of a special resolution and you continuing to meet the independence criteria as prescribed under the Companies Act and SEBI Regulations.
4. You may continue to serve on the Boards of other companies, provided there is no conflict of interest with our Company. Additionally, the total number of Board and Committee positions held by you across all companies must remain within the limits prescribed under the Companies Act, 2013, and the SEBI Listing Regulations, as amended from time to time.
5. The Board of Directors may, if deem fit, invite you for being appointed in one or more existing Committee(s) or any such Committee i.e. set up in future. Your appointment in such Committee(s) will be subject to the applicable statutory provisions of the Companies Act. The role of these Committees shall be determined by the Board from time to time. The induction of an Independent Director as a Chairman or Member in any Committee shall be subject to applicable Laws, Rules and Regulations.
6. You will devote sufficient time to the affairs of the Company while functioning as an Independent Director as would be required to help the Company to achieve its objectives.
7. As per the legal provisions, you will discharge your duties as per the provisions of Companies Act, 2013, read with Rules made there under, Code of Conduct of Independent Directors as per Schedule IV of the Companies Act, 2013, SEBI regulations, Articles of Association of the Company and other Statutes as may be applicable from time to time.
8. M/s. Sify Technologies Limited, the Holding Company has been maintaining a Directors and Officers Liability Insurance Policy with a limit of Rs. 125 crores (USD 15 million approx.) which covers all the subsidiary companies to protect the individual directors and officers in respect of personal liabilities arising out of their wrongful acts, committed in the course of their official

duty. These wrongful acts can be actual or alleged breach of duty, breach of trust, neglect, error, misstatement, misleading statement, and omission etc., The Independent Director may obtain details of such insurance from the Company Secretary.

9. The Independent Directors are expected to abide by Code for Independent Directors as per Schedule IV of the Companies Act, 2013.

10. As an Independent Director you will be expected not to:

- i) involve 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.
- ii) achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners, or associates and if you are found guilty of making any undue gain, you will be liable to pay an amount equal to that gain to the Company.
- iii) assign your office and any assignment so made shall be void.

11. As a member of the Board you, along with the other Directors, will be collectively responsible for meeting the objectives of the Board which include:

- i) Maintain and promote ethical principles of honesty, integrity, and moral uprightness;
- ii) Requirements under the Companies Act 2013
- iii) Requirements under Chapter V of SEBI (LODR) Regulations, 2015 as and when applicable
- iv) providing guidance in the area of your expertise
- v) to contribute to the Environmental, Social and Governance (ESG) strategy
- vi) Accountability under the Director's Responsibility Statement
- vii) Overseeing the maintenance of high standards of the Company values and ethical conduct of business
- viii) Overseeing the Company's contribution to enhancing the quality of life of communities
- ix) Protecting and enhancing the "SIFY" brand
- x) Assist the Company in implementing the best corporate governance practices.
- xi) Refrain from any action that would lead to loss of your independence;
- xii) Devote sufficient time and attention to your professional obligations for informed and balanced decision making;
- xiii) Exercise your responsibilities in a bona fide manner in the interest of the Company;

12. As an Independent Director you may receive remuneration by way of fees for attending the meetings of the Board or Committee thereof. Provided that the amount of such fees shall not exceed the amount approved by the Board of Directors, subject to the upper limit of Rupees One Lakh per meeting or such amount as may be prescribed by the Central Government from time to time.

In addition to the Sitting fee, the Company will, for the period of your appointment, reimburse you for travel, hotel and other incidental expenses incurred by you in the performance of your role and duties as an Independent Director of the Company.

Profit related commission, if any, shall be subject to the provisions of the Act and at the discretion of the Board or its appointed Committee and the shareholders.

As per the provisions of the Companies Act and the SEBI Listing Regulations, you will not be entitled to any stock options of the Company.

13. Pursuant to the provisions of Section 184(1) of the Act, you are required to disclose you are concern or interest in any company or companies or bodies corporate, firms or other association of individuals which shall include the shareholding, as prescribed under the Rule 9 of the Companies (Meetings of the Board and its Powers) Rules, 2014 (as amended from time to time).

14. The Company is required to disclose in its Annual Accounts any material interest a Director may have in transactions or arrangements entered into by the Company. Such interest must be disclosed promptly to the Company in order to record in the Company's records. Also, the disclosures shall be made through a general notice in advance for presenting before Board meeting.
15. The performance of individual directors shall be evaluated by the entire Board, excluding the director being evaluated, on an annual basis.
16. Pursuant to the provisions of Section 149(7) of the Act, you are required to give a declaration that you meet the criteria of independence as provided in Section 149(6) of the Act and thereafter, at the first meeting of the Board in every financial year.
17. The Company will facilitate your attending seminars/programs/conferences designed to train directors to enhance their role as an Independent Director.
18. All non-public information obtained during your term of appointment is confidential to the Company and should not be released, either during your appointment or following cessation (by whatever means) to third parties without prior clearance from the Chairman, or as required by law.
19. While the Company is presently unlisted, Directors are advised to adhere to the highest standards of integrity in any dealings related to the Company's securities.

In the event of the Company becoming listed in the future:

- i) Directors shall refrain from trading in the Company's securities during any period when the trading window is closed, as per applicable regulations.
 - ii) Directors shall not engage in forward dealings in the Company's securities.
 - iii) Directors must comply with the Company's Securities Dealing Code (if implemented) and the provisions of the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, including refraining from insider trading or any related prohibited activities.
20. The Independent Director will be required to abide by the guidelines as to professional conduct for independent directors as set out in Section 149(8) read with Schedule IV to the Act.

Important Notes:

- A. The directors are granted an indemnity from the Company in respect of liabilities incurred as a result of their office, to the extent permitted by law.
- B. In accordance with the provisions of Schedule IV to the Act, the letter of appointment will be open for inspection by any member and the Company will also place copy of this letter on its website.
- C. Kindly note that your relationship with the Company will be that of an office holder and shall not be a contract of employment. There will be no relationship of employer and employee as a consequence of appointment as a Director of the Company.
- D. Being an independent director of the Company, you will be held liable, only in respect of such acts of omission or commission which have occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you have not acted diligently.

- E. This agreement is governed by and will be interpreted in accordance with Indian law and your engagement shall be subject to the jurisdiction of the Indian Courts.

We request you to confirm your agreement to the above by signing and returning the enclosed duplicate of this letter for our records.

Thanking You,
For Sify Infinit Spaces Limited

Whole Time Director

I hereby acknowledge receipt of and accept the terms set out in this letter.

Independent Director