

Date: Dec 23, 2014

**To,
Mr.K.Rajesh.**

Dear Sir,

**Sub: Appointment as an Independent Director pursuant to Section 149 (7) read with
Schedule IV of the Companies Act, 2013**

I am pleased to inform you that upon recommendation of the Nomination and Remuneration Committee, the Board of Directors of Bodhtree Consulting Limited, has approved your appointment as an Independent Director of the Company and Members at the 32nd AGM held on 23rd December, 2014 approved the same and passed an Ordinary resolution. This letter sets out the terms of your appointment.

1. Term of Appointment:

In accordance with the provisions of the Companies Act, 2013 and applicable laws, you will serve as an Independent Director on the Board of Directors of the Company for a term of five consecutive years. The Company has adopted the provisions with respect to appointment and tenure of Independent Directors consistent with the Companies Act, 2013 and the Listing Agreement. Accordingly, the Independent Directors will serve for not more than two terms of five years each on the Board of the Company. The Independent Directors are subject to compliance of relevant provisions of Companies Act, 2013 and Schedule IV with the code and duties stipulated therein. The Independent Directors further are subject to compliance of the code of conduct for the directors formulated under Clause 49 of the Listing Agreement.

As may be decided by the Board, you may be nominated or required to serve on one or more of the Committees of the Board. The Board is responsible for constituting and fixing terms of Committees and its members. The Chairperson of the Board, in consultation with the Chairperson of the Committee, determines the frequency and duration of the committee meetings. Recommendations of the Committees are submitted to the Board for approval.

You will not be an employee of the Company and this letter shall not constitute a contract of employment. You will be paid such remuneration by way of sitting fees for meetings of the Board or its Committees as may be decided by the Board from time to time. Further you may also be paid remuneration by way of commission as may be approved by the Board and the shareholders from time to time.

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 Agreement. The term of Independent Director should be construed as defined under the Companies Act, 2013 and the Listing Agreement.

2. Expectation of the Board from the appointed Director; Board Level Committee(s) in which the Director is expected to serve and its tasks:

As a Non-Executive Director you are expected to bring objectivity and independence of view to the Board's discussions and to help provide the Board with effective leadership in relation to the Company's strategy, performance, and risk management as well as ensuring high standards of corporate governance. You will be expected to attend Board, Board Committees to which you may be appointed and Shareholders meetings and to devote such time to your duties, as appropriate for you to discharge your duties effectively. Ordinarily, all meetings are held in Hyderabad.

3. Fiduciary Duties and Liabilities:

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature as under:

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

4. Provision for Directors and Officers (D And O) Insurance, if any:

The Company may maintain a Directors and Officers insurance policy (D & O Policy) to cover personal liabilities of directors and officers for claims made against them while serving on the Board and or as an officer of the Company as may be admissible as per the terms and conditions stipulated in the Policy. This is further subject to certain exclusions from the coverage as may be stipulated in the said Policy.

5. Code of Business Ethics:

Independent directors have the same general legal responsibilities to the Company as that of any other director. The Board, as a whole is collectively responsible for ensuring the success of the Company by directing and supervising the Company's affairs.

All information acquired during your appointment is confidential to BCL and should not be released, either during your appointment or subsequently in any manner to third parties without prior clearance from the Board unless required by law or by the rules of any stock exchange or regulatory body. On reasonable request, you shall surrender any documents and other materials to BCL as made available to you by it.

Your attention is also drawn to the requirements under the applicable regulations and the BCL Policy and procedures for prevention of insider trading which concern the price sensitive information and dealing in the securities of BCL. Consequently you should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Secretary.

You must allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

6. Remuneration, mentioning periodic Fees, Reimbursement of expenses for participation in the Board's and other Meetings and Profit related Commission, if any:

The non-executive/independent directors would be entitled to receive sitting fee as may be decided by the board from time to time as per the provisions of the companies act, 2013 and rules made thereon. In addition, they would be entitled to the reimbursement of expenditure that may be incurred like conveyance, boarding and incidentals during the days of the Board and Committee meetings to the place of the Board Meetings and other Committee meetings of the Company and back to their normal place of residence.

Best regards,
Yours sincerely,

For **BODHTREE CONSULTING LIMITED**

Sd/-
AUTHORISED SIGNATORY