

August 21, 2018

To,
National Stock Exchange of India Ltd.,
Exchange Plaza, C-1, Block G,
BandraKurla Complex,
Bandra (E)
Mumbai – 400051

Subject: Reply for clarification sought for appointment of Director

Dear Sir/Ma'am,

This is with reference to your mail dated 21st August, 2018 regarding clarification sought for the appointment of Director, we wish to inform that Mr. Mahendra Pratap Singh was appointed as an Additional Director of the Company in its Board meeting held on 14th August, 2018. With regard to his directorship he is not director in any other company.

Further, this is to inform that there is no relationship between Mr. Mahendra Pratap Singh and any other directors of the Company and he is not debarred from holding the office of director by virtue of any SEBI order or any other such authority

We are hereby submitting brief profile and appointment letter, as enclosed.

This is for your information and records.

Thanking You,

Yours Sincerely,
For **FCS Software Solutions Limited**


Harsha Sharma
(Company Secretary)

Membership No.: A33548

Address: FCS House, Plot No.-83,
NSEZ, Noida, Dadri Road,
Phase-II, Noida-201305



BRIEF PROFILE OF PROPOSED DIRECTOR

Mr. Mahendra Pratap Singh

Executive Summary:

Mr. Mahendra Pratap Singh is an experienced and dedicated law practitioner, having an experience of more than 32 years in the field of legal consultancy. He focuses his litigation practice on defending employers and employees in labour and employment litigation, class action wage and hour litigation, commercial litigation. He further defends businesses and individuals involved in civil, administrative or criminal government investigations and proceedings. His clients include or have included multi-nationals, national regional and local companies involved in many different industries including beverage, agriculture, construction, financial services, energy, transportation, retail, medical and manufacturing.

Core Strengths:

- Good Communication skills
- Analytical skills
- Research Skills
- Creativity
- People skills

Achievements:

- Testified as an expert for the prevailing side related to malpractice and legal ethics issues.
- Successfully resolved a complex litigation involving attorney malpractices related to their clients.
- Successfully defended party in a jury trial regarding the exploitation and breach of an exclusive license agreement.
- Litigated complex partnership issues. Negotiated and drafted buyout documents including pledge and security agreements.
- Successfully tried to verdict a legal malpractice and fiduciary duty claim.

Work Experience:

Mr. M.P Singh has been associated with FCS Software Solutions Limited for a period of more than 15 years.

- Provided advice and professional support to the head of legal services as required.

- Collaborated with other members on particular projects such as fund raising, policies and procedures.
- Assisted the business in adherence with all various legal requirements.
- Provided advice on minimal liability and legal exposure for the business.
- Took crucial actions regarding legal matters and controversial issues.
- Advised and ensured the business in adherence with the necessities of legislations involving data protection.
- Advised and gave opinion to the management on all legal issues.
- Prepared legal documents, lease agreements, MOUs, Sale Agreements and any legal documentation necessary for the business requirements.
- Solved labour law matters and represented the company when required.
- Coordinated and monitored the administrative functions to make sure completion of work accurately and within the established time frames.

Education:

- B.A LL.B from University of Allahabad.

Summary of Qualifications:

- Strong Experience in various legal advisory.
- Deep Knowledge of Public and Private Laws.
- Sound Knowledge of the Constitutive Instruments of the Court.
- Good Understanding of the functions of the Court and Registry.
- Ability to learn complex areas of the laws quickly and precisely.
- Ability to interpret complex legal concepts.

Personal Information:

- **Nationality:** Indian
- **Date of Birth:** 15th December, 1961
- **Address:** Flat No.-910, Deamland Willos, Crossing Republik, Ghaziabad, Uttar Pradesh-201016.

14th August, 2018

To,
Mr. Mahendra Pratap Singh
Flat No.- 910, deamland willos,
Crossing Republick
Ghaziabad - 201016 Uttar Pradesh

Dear Sir,

Sub: Letter of Appointment

With reference to the discussion we had in the subject, I am pleased to inform you that on recommendation of the Nomination and remuneration committee, the Board of Directors of the FCS Software Solutions Limited ("Company") have approved your appointment as an Additional (Non executive) Director w. e. f. 14th August, 2018 on terms and conditions enumerated hereunder.

1. Term of appointment

- i. You are appointed as an Additional (Non-Executive) Director on the Board of Directors of Company with effect from 14th August, 2018.
- ii. Your appointment is subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and the listing agreement.
- iii. You may be paid sitting fees for attending the meetings of the Board of Directors as per the provisions of the Companies Act, 2013, which may be mutually agreed between you and the Company.

2. The expectations of the Board from the appointed Director

- i. You will be expected to attend meetings of Board, Shareholders and Committees of Board to which and to devote such time to your duties, as appropriate for you to discharge your duties effectively.
- ii. By accepting this appointment, you confirm that you are able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

3. Committees membership

The Board of Directors (the Board) may, if it deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee that is



set up in the future. Your appointment on such Committee(s) will be subject to the applicable regulations.

4. Roles & Duties

- i. You are expected to discharge the duties assigned to you from time to time with due diligence, integrity and responsibility to the entire satisfaction of the management and also maintain high standard of work expected of you by the company.
- ii. Your appointment in the company is full time and you shall devote yourself exclusively to the business of the company. You engage yourself in any other employment or business (part – time) as long as you are director in the company. Any action contrary to this shall render your services liable for termination without any notice or payment in lieu thereof.
- iii. You are required to deal with the Company's money, materials and documents with utmost honesty. If at any time you are found dishonest in dealing with the Company's money, materials and documents, you shall render yourself liable for termination without any notice or payment in lieu thereof.
- iv. You will not divulge or give public any information related to any aspect of the company to anyone not employed by the company, including in such activity shall render you liable for termination without any notice or payment in lieu thereof.
- v. If any declaration given or information furnished by you to the company is found to be false or if you are found to have willfully suppressed any material information at any point of time during your services, you are liable to be terminated immediately without any notice or payment in lieu thereof.

5. The list of actions that a director should not do while functioning as such in the Company.

You shall not:

- i. Misuse the information in their possession for personal gains.
- ii. Engage in any way (both directly and indirectly) with the competitors.
- iii. In any way indulge in activities which may be constructed as conflict of interest.
- iv. Break any law of the land or indulge or provoke the co-directors or employees to do the same.
- v. Enter into any contract or arrangements wherein he is directly or indirectly interested.



The above list is only indicative and not exhaustive.

6. Confidentiality

- i. All information acquired by you during your tenure of appointment is confidential and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior approval in writing from the Board or the Company Secretary 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 made available to you by Company during your association as Director.
- ii. Your attention is also drawn to the requirements under the applicable regulations and the Company's Share Dealing Code which concern the disclosure of price sensitive information and dealing in the securities of Company. Consequently you should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Board or the Company Secretary.

7. Evaluation

As per the applicable provisions, the Company will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis. Your appointment and re-appointment on the Board shall subject to the outcome of the yearly evaluation process.

8. Disclosure of Interest

The Company is required to include in its Annual Accounts a note of any material interest that a Director may have in any transaction or arrangement that the Company has entered into. Such interest should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record your interest appropriately and our records are updated. A general notice that you are interested in any contracts with a particular person, firm or company is acceptable.

9. 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 on 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.
- iii. Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.
- iv. Notwithstanding other provisions of this letter, the appointment may be terminated in accordance with the provisions of the Articles of Association of the Company.



- v. Upon termination or your resignation for any reason, duly intimated to the Company, you will not be entitled to any compensation for loss of office.

10. Governing Law

- i. 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.
- ii. If you are willing to accept these terms of appointment relating to your appointment as an Additional (non-executive) Director of FCS Software Solutions Limited, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

We hope to sail smoothly and look forward for your valuable contribution to the growth of the Company.

Thanking you,

Yours faithfully

For **FCS Software Solutions Limited**


Sunil Sharma
Director

DIN: 05359128

Address: 62, Lajpat Nagar,
Gurgaon-122001



I have read and agree to the above terms regarding my appointment as an Additional (Non-Executive) Director of FCS Software Solutions Limited.


Mahendra Pratap Singh
Director
DIN No: 08201381

