

TERMS AND CONDITIONS OF APPOINTMENT

The Members of Dion Global Solutions Limited ("**the Company**") at their 21st Annual General Meeting held on September 23, 2016 has approved the appointment of Mr. Amit Sethi as an Independent Director of the Company for a term of Five (5) consecutive years with effect from January 20, 2016 as per the provisions of Section 149 of the Companies Act, 2013 ("**Act**").

The terms and conditions of appointment of Mr. Sethi are as under:

1. He will ensure compliance with provisions of the Act and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("**Listing Regulations**") as applicable to him as an Independent Director and be governed by the Code for Independent Directors as laid down in Schedule IV to the Act.
2. As a Member of the Board, he shall also comply with the Company's Code of Conduct for Board Members and Code of Conduct for Prevention of Insider Trading.
3. As an Independent Director on the Board, he is expected to provide guidance and leadership required to meet the Company's vision, goals and protect Shareholder's value.
4. The Board of Directors may, if it deems fit, appoint him as Chairman / Member of one or more of the existing committees or any such committee that is set up in future.
5. In addition to his presence at Board Meetings, he is also required to strive to attend meetings of the Independent Directors of the Company which under the Act have to be held at least once a year.
6. The Company has a Directors and Officers Liability Insurance Policy (**D&O Policy**), to protect Directors against any eventual claim or liability in the discharge of their functions. However, the cover does not inter-alia include dishonest/ criminal conduct or the wilful violation of law/contract etc.
7. He will be entitled to sitting fee for attending the meetings of the Board or of the Board Committees either personally or through Video Conference or other audio visual means or for any other purpose whatsoever as may be decided by the Board of Directors. In addition to the above, he will also be entitled to reimbursement of all expenses for participation in the Board and other meetings. He may also be, if the Board so decides, entitled to a remuneration.
8. The Act states that the performance evaluation of Independent Directors shall be done by the entire Board of Directors excluding the director being evaluated.

Accordingly, as per the above, he would be part of the review and also be part of similar review for reviewing other Directors.

9. Continuation of his appointment is contingent on his getting re-elected by the shareholders in accordance with provisions of Act, Listing Regulations and the Articles of Association of the Company, from time to time in force.
10. He may resign from his position at any time. However, he may be requested to serve a reasonable notice period. The resignation or removal of an Independent Director shall be in the same manner as provided in Sections 168 and 169 of the Act.
11. He will not be an employee of the Company and his appointment letter shall not constitute a contract of employment.
12. His appointment letter and any non-contractual obligations arising out or in connection with the said letter shall be governed by, and shall be construed in accordance with the laws of India and subject to the exclusive Jurisdiction of the Courts at Delhi.
13. All the terms as mentioned above including his appointment, remuneration, professional conduct, role, duties and liabilities and evaluation shall be governed by the Act and rules made thereunder and the Listing Regulations, as amended from time to time.