



Terms and conditions of appointment of Mr. Joseph McLaren Quinlan as a Non-Executive Independent Director of Hexaware Technologies Limited (the Company)

Appointment

1. The Appointment is for a term of five years commencing on February 7, 2022 and ending on February 6, 2027 (the **Termination Date**). Unless the Appointment is renewed on or prior to the Termination Date, your appointment shall come to an end on the Termination Date. The Appointment is subject to the Company's Articles of Association (a copy of which will be provided to you) and the approval of the shareholders of the Company in general meeting.
2. Notwithstanding the other provisions of this letter, the Company is at liberty to disengage you as a non-executive independent director prior to the expiration of your term of appointment, in accordance with the applicable provisions of the Act.
3. During the Appointment, you may be asked to serve on one or more of the Board committees. You will be provided with copies of the terms of reference for each of those committees.
4. You are considered to be an independent non-executive director and will be identified as such in the annual report and other documentation. If circumstances change, and you believe that your independence may be in doubt, you should discuss this with the Chairman as soon as practicable.

Time commitment

5. The Board meets at least four times in a year. There are other Board committee(s) meetings which are convened as per the meeting planner, at least once in a year. You will be expected to attend the meetings of the Board, the Annual General Meeting, Annual Strategy Meeting and of such other Board Committees to which you may be appointed, held normally at a venue in India and to devote such time to your duties, as will enable you to discharge your duties as an independent director effectively.



HEXAWARE TECHNOLOGIES LTD.

Regd. office: Bldg No. 152, Millennium Business Park, Sector - III, 'A' Block, TTC Industrial Area, Mahape,
Navi Mumbai 400710. (INDIA). Tel.: +91 22 6791 9595, Fax: +91 22 6791 9500
(CIN) : L72900MH1992PLC069662 URL : www.hexaware.com



6. By accepting the Appointment, you confirm that you are able to allocate sufficient time to meet the expectations of your role.

Role

7. As a non-executive independent director you have the same general legal responsibilities to the Company as any other Director including all fiduciary duties, responsibilities, statutory obligations and liabilities of directors prescribed in law, including the Companies Act, 2013.
8. The Board as a whole is collectively responsible for promoting the success of the Company by directing and supervising the Company's affairs. The Board:
 - a. provides entrepreneurial leadership of the Company within a framework of prudent and effective controls which enable risk to be assessed and managed;
 - b. sets the Company's strategic aims, ensures that the necessary financial and human resources are in place for the Company to meet its objectives, and reviews management performance; and
 - c. sets the Company's values and standards and ensures that its obligations to its shareholders and others are understood and met.
9. In addition to these requirements of all Directors, the role of the Non-Executive director shall also have the following key elements:
 - a. Strategy: Non-executive independent directors should constructively challenge and contribute to the overall business strategy.
 - b. Performance: Non-executive independent directors should scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
 - c. Risk: Non-executive independent Directors should satisfy themselves that financial information is accurate and that financial controls and systems of risk management are robust and defensible.



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Expenses

10. The Company will reimburse your official travel expenses, hotel expenses, and all other reasonable out of pocket expenses for participating in Board and other meetings.

Other directorships and business interests

11. The Company acknowledges that you have business interests other than those of the Company and that you have declared any conflicts that are apparent at present. In the event that you become aware of any potential conflicts of interest, these should be disclosed to the Chairman and Company Secretary as soon as they become apparent.
12. During the Appointment you must consult with the Chairman prior to accepting any other (or further) directorships of publicly quoted companies or any major external appointments.
13. The Appointment is subject to the maximum permissible directorships that a person can hold as per the provisions of the Companies Act, 2013.

Code of conduct

14. During the period of your appointment, you will comply with the Company Code of Directors, copy of which is attached and such other codes of conduct under applicable laws including the Companies Act, 2013.

Confidentiality

15. You must apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the Appointment or at any time after its termination) any confidential information concerning the Company and any Group Companies (includes wholly owned subsidiary and parent companies) with which you come into contact by virtue of your position as a non-executive independent director of the Company.



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16. Your attention is drawn to the requirements under Indian regulations as to the disclosure of price-sensitive information. Consequently, you should avoid making any statements that might risk a breach of these requirements without prior written clearance from the Chairman or Company Secretary.
17. On termination of the Appointment, you will deliver to the Company all books, documents, papers and other property of or relating to the business of the Company or any Group Company which are in your possession, custody or power by virtue of your position as a non-executive independent director of the Company. The Company is able to arrange the disposal of papers that you no longer require.
18. If there is a breach or threatened breach of the provisions of Confidentiality, Hexaware and its Group Companies shall be entitled to injunctive relief.

Review process

19. The performance of individual Directors and the whole Board and its committees is evaluated annually. If, in the interim, there are any matters which cause you concern about your role, you should discuss them with the Chairman as soon as is appropriate.

Any dispute arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of courts in Mumbai, India. This agreement shall be governed by the laws of India without reference to its conflict of laws principles.

If any one or more of the provisions in this letter should be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this letter shall not in any way be affected or impaired thereby and shall remain in full force or may be reformed in such a manner as shall enable the enforceability to remain in effect.



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