

LETTER OF APPOINTMENT FOR INDEPENDENT DIRECTORS

Dear Mr. _____,

I am pleased to inform you that the Board of Directors of **menon and menon limited** (the Company) has approved your appointment as a "Non-Executive Independent Director" with effect from _____. This letter of appointment sets out the terms of your appointment which are as follows:

1) Appointment

- a. In accordance with the provisions of the Companies Act, 2013 and other applicable laws, you will serve as an Independent Director of the Board till _____.
- b. The term of appointment of Independent Directors of the Company is for a period 5 consecutive years from the date of your appointment on the Board of the Company.
- c. You will be eligible to be re-appointed for a further period of 5 consecutive years, after the completion of the tenure of first 5 years.
- d. You will serve as an Independent Director for not more than two terms of five years each on the Board of the Company.
- e. The Company is at liberty to disengage Non-Executive Independent Director earlier subject to compliance of relevant provisions of Companies Act, 2013.

2) Committees

In addition to your role as a Director, the Board of Directors (the Board) may nominate you as Chairman or Member of one or more Board Committees as it may deem fit from time to time. Your appointment on such Committee(s) will be subject to the applicable regulations.

3) Time Commitment

- a. As a Non-Executive Independent 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 financial probity and corporate governance. The Board meets at least four times in a year. The Audit Committee also meets at least four times in a year. Besides, there are other Committee meetings like Nomination and Remuneration Committee, and Corporate Social Responsibility Committee meetings which are ordinarily convened twice in a year.

- b. 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 Kolhapur.
- c. 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.

4) Role and Duties

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 and are as under:

- a. You shall act in accordance with the Company's Articles of Association.
- b. 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
- c. You shall discharge your duties with due and reasonable care, skill and diligence.
- d. 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. Please refer to clause 7 for full explanation on conflict of interest.
- e. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- f. You shall not assign your office as Director and any assignments so made shall be void.

In addition to the above requirements applicable to all Directors, the role of the Non-Executive Director has the following key elements:

Strategy

Non-Executive Directors should constructively challenge and help develop proposals on strategy;

Performance

Non-Executive Directors should scrutinize the performance of management in meeting agreed goals and objectives;

Risk

Non-Executive Directors should satisfy themselves on the integrity of financial information and that financial controls and systems of risk management are robust and defensible;

People

Non-Executive Directors are responsible for determining appropriate levels of remuneration of Executive Directors and have a prime role in appointing, and where necessary, removing Executive Directors and in succession planning;

Reporting

Non-Executive Directors take responsibility for the processes for accurately reporting on performance and the financial position of the Company; and

Compliance

Non-Executive Directors should keep governance and compliance with the applicable legislation and regulations under review and the conformity of Company practices to accepted norms.

5) Status of Appointment

- a. 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 and its Committees as may be decided by the Board and approved by the Shareholders from time to time. Further, you will also be paid remuneration by way of commission as may be approved by the Board and the Shareholders from time to time.
- b. The sitting fees presently paid to the Non-Executive Independent Director is Rs. 25,000/- per meeting of the Board or a Committee thereof.

6) Reimbursement of Expenses

In addition to the remuneration described in paragraph 5 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.

7) Conflict of Interest

- a. It is accepted and acknowledged that you may have business interests other than those of the Company. As a Director and it will be appropriate for you to consult independent advisers at the Company's expense. The Company will reimburse the full cost of expenditure incurred in accordance with the Company's policy.
- b. In the event that your circumstances seem likely to change and might give rise to a conflict of interest or, when applicable, circumstances that might lead the Board to revise its judgment that you are independent, this should be disclosed to both the Chairman and the Board.

8) Confidentiality

All information acquired during your appointment is confidential to menon and menon ltd. and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Chairman (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 menon and menon limited

9) Evaluation

The performance evaluation of independent directors shall be done by the entire Board of Directors, excluding the director being evaluated.

On the basis of the report of performance evaluation, it shall be determined whether to extend or continue the term of appointment of the Independent Director.

10) Insurance

menon and menon limited has Directors' and Officers' liability insurance and it is intended that **menon and menon limited** will assume and maintain such cover for the full term of your appointment.

11) Independent Professional Advice

There may be occasions when you consider that you need professional advice in furtherance of your duties as a Director and it will be appropriate for you to consult independent advisers at the Company's expense. The Company will reimburse the full cost of expenditure incurred in accordance with the Company's policy.

12) Disclosure of Interest

The Company must 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.

13) Termination

- a. 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.
- b. 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, from time to time in force. You will not be entitled to compensation if the shareholders do not re-elect you at any time.
- c. 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.

14) Governing Law

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.

Kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Yours sincerely

For menon and menon limited

VIJAY MENON
CHAIRMAN & MANAGING DIRECTOR
DIN: 00011924

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

Signed

Dated