

TERMS OF APPOINTMENTS OF INDEPENDENT DIRECTORS

1. The Appointment

- 1.1 You are appointed as a Non-Executive Independent Director on the Board of Directors of Mideast Portfolio Management Limited (MPML) with effect from December 16, 2016 in terms of provisions of section 149(10) & (11) of Companies Act, 2013, but please note that your appointment is subject to consent of Shareholders under the provisions of the section 149 read with Schedule IV of the Companies Act, 2013. Further, also please note that 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 for the time being in force and as amended from time to time.
- 1.2 The expression Independent Director should be interpreted as per the definition provided in the Companies Act, 2013 and the listing agreement entered into with stock exchanges.
- 1.3 MPML has accepted the provisions with regards to appointment and tenure of holding office of Independent Directors which is in line with section 149 and Schedule IV of the Companies Act, 2013 and the Listing Agreement. Pursuant to that, the Independent Directors will hold the office for a period not more than two terms of five years each on the Board of the Company. MPML is free to disengage Non-Executive Independent Director prior to the above-mentioned tenure subject to compliance of relevant provisions of Companies Act, 2013.
- 1.4 The Company shall not appoint or continue the employment of any person as an Independent Director who has attained the age of eighty years. Provided that the term of the person holding this position may be extended at the discretion of the committee/ board beyond the age of eighty years with the approval of shareholders by passing a special resolution based on the explanatory statement annexed to the notice for such motion indicating the justification for extension of appointment beyond eighty years as the case may be.

2. Appointment on various Committees of board of directors

The Board of Directors (the Board) may, if it think proper, invite you for being appointed on one or more existing Board Committees or any such Committee that is set up in like Audit Committee (section 177), Nomination and Remuneration Committee (section 178), Stakeholder's Relationship Committee (section 178), Corporate Social Responsibility Committee (section 135) and other such non mandatory committees. Your appointment on such Committee (s) will be subject to the applicable regulations.

3. Dedication of Time and your expertise

- 3.1 With your vast experience and professional expertise as an Independent Director, you are expected to bring objectivity and independence of perspective in the Board's discussions, performance, and risk management as well as ensuring excellent standards of financial probity and corporate governance. The Board and the Audit Committee also meets atleast four times in a year. Besides, there are other Committee meetings like Nomination and Remuneration Committee, Stakeholders' Relationship Committee meetings which in ordinary course of action take place as per the requirements. We expect you to attend Board meetings, Board Committees to which you may be appointed and Shareholders meetings and to devote such time to your duties, as proper for you to execute your duties effectively.

4. Functions and Role

Companies Act, 2013, in Schedule IV, provides for functions and duties and the listing agreement also provides for the same. There are few duties mentioned for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

- I. You shall act as per the Company's Articles of Association.
- II. You shall act in good faith in order to excel the objects of the Company for the merits of its shareholders as a whole, and in the best interest of the Company.
- III. You shall execute your duties with due care and diligence.
- IV. You shall not indulge yourself in a circumstance 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.
- V. You shall not accomplish or endeavour to accomplish any undue gain or benefit either to yourself or to your kith and kins, partners or associates.
- VI. You shall not assign your office as Director and any assignments so made shall be void.

5. Appointment Status

- 5.1 Being an independent director, please note that 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, please note that the company does not pay any amount by way of commission.

6. Expenses Reimbursement

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

- 7.1 It is accepted and acknowledged that as an individual and professional person, you may have business interests other than those of the Company. As a condition to your appointment commencing, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment. (Section 184 of the Companies Act, 2013)
- 7.2 In case of an event that your circumstances seem likely to change and might give genesis 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 Managing Director and the Secretary.

8. Confidentiality

All information acquired during your appointment is confidential to Mideast Portfolio Management Limited and should not be released, either in course of your appointment or following termination (by whatever means) to third parties without prior written consent from the Managing Director 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 MPML.

Your focus is also drawn to the requirements under the applicable regulations and the MPML's Insiders Trading Regulations which concern the disclosure of price sensitive information and dealing in the shares of MPML. As a result of which, you should avoid making any statements or undertaking any transactions that might risk a breach of these requirements without prior clearance from the Chairman or the Secretary.

9. Performance Evaluation

As per the requirements of section 134(3)(p) of the Companies Act, 2013, the Company has adopted a policy on Board Evaluation. The policy provides for evaluation of the Board, the Committees of the Board and individual Directors, including the Managing Director of the Board. As per the Policy, 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.

10. Insurance Cover for professional liabilities

As of now, due to the mediocre size of the company, please note that it is not providing any Directors' and Officers' liability insurance.

11. Independent Professional Advice

There may be events when you think that you require professional advice in furtherance of your duties as a Director and it will be appropriate for you, with consultation and consensus of the executive directors of the company 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

In its Annual Accounts, MPML should include 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 this is even required as per the provisions of the act and the consequence is so severe that in case of non-disclosure, the interested director has to vacate his office. 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 as per the requirements of the law and file such E- form required to be filed from your end and if required, the details of such form should also be provided to the company.
- b. Please also note that being an independent director as per the requirements of the law, the 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.

If you are willing to accept these terms of appointment relating to your appointment as a nonexecutive Independent Director of Mideast Portfolio Management Limited, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Name: _____

Signature: _____