

SPECIMEN OF APPOINTMENT LETTER TO INDEPENDENT DIRECTOR

Independent Director
Address of Director

Date: _____

Dear Sir,

We are pleased to inform you that pursuant to recommendation of the Board of Directors of the Company, the shareholders of the Company in their meeting held on _____ have approved your appointment as a Non-Executive Independent Director on the Board of the Company.

This letter of appointment sets out the terms and conditions covering your appointment which are as follows:

1. TERMS OF APPOINTMENT

- 1.1 Your appointment as a Non-Executive Independent Director on the Board of Directors of MPIL CORPORATION LIMITED shall be for a term of _____ to _____, 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. during which you shall not be liable to retire by rotation.
- 1.2 “Independent Director” should be construed as defined under the Companies Act, 2013 and the listing agreement.
- 1.3 Your appointment is subject to the provisions of the Companies Act, 2013 (“Act”), Articles of Association of the Company and the Listing Agreements executed by the Company with the stock exchanges as amended from time to time.
- 1.4 You shall ensure that in case any situation arises as to which you may lose your independence, you will immediately inform the Board of Directors accordingly.
- 1.5 Your appointment as such is not as an employee of the Company and hence this letter shall not be construed as an employment contract.

2. COMMITMENTS:

The commitments that are expected from you as Independent Director (ID) in relation to your functions are as follows:

- 2.1 As an ID, you will be expected to devote such time as is necessary for the proper performance of your duties and involve in a number of board and committee meetings each year.
- 2.2 You should strive to attend all the scheduled quarterly board meetings, General Meetings, Committee Meetings and other meetings;
- 2.3 You should strive to hold and present in at least one meeting in a year without the presence of non-independent directors and members of management with the sole objective of:
 - (a) reviewing the performance of non-independent directors and the Board as a whole;
 - (b) reviewing the performance of the Chairperson of the company, taking into account the views of executive directors and non-executive directors; and

(c) assessing the quality, quantity and timeliness of flow of information between the Company, management and the Board that is necessary for the Board to effectively and reasonably perform their duties.

2.4 By accepting this appointment, you have confirmed that you are able to allocate sufficient time to meet the expectations of your role.

3. APPOINTMENT ON COMMITTEES OF BOARD OF DIRECTORS

3.1 You, while being a member of Board of Directors, may be invited/ nominated for appointment on various committees of the Board of Directors, as set up from time to time. Currently, following are the Committees of Board of Directors:

- Audit Committee
- Stakeholders' Relationship Committee
- Nomination and Remuneration Committee
- Complaints Committee as per Sexual Harassment Policy
- Risk Management Committee

4. CODE OF CONDUCT, FUNCTIONS AND DUTIES

4.1 Your role, duties and responsibility will be those normally required from an Non-Executive Independent Director under the Companies Act, 2013 and the listing agreement and you will be expected to perform your duties, whether statutory, fiduciary or common law, faithfully, efficiently and diligently to a standard commensurate with both the functions of your role and your knowledge, skills and experience. Your duties as per the Companies Act 2013.

4.2 You shall abide by the 'Code For Independent Directors' as outlined in Schedule IV to Section 149(8) of the Act, and duties of directors as provided in the Act (including Section 166) and in Clause 49 of the Listing Agreement.

4.3 You are also required to abide by the code of conduct for Directors and Code of Conduct for Prevention of Insider Trading for Employees, including Directors and other codes and policies as issued by the Company from time to time.

5. LIABILITIES

5.1 You as an Independent Director shall be held liable, in respect of such acts of omission or commission by Company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

6. DIRECTOR'S LIABILITY INSURANCE

6.1 Company has taken a Directors' and Officers' Liability Insurance policy which will be renewed and maintained for the full term of your appointment.

7. REMUNERATION

7.1 You will be entitled for sitting fee for attending the meetings of board or committees of board (of which you are a member) as may be decided by the Board.

2. 8. REIMBURSEMENT OF EXPENSES

8.1 Company may pay or reimburse to you such fair and reasonable expenditure, as may have been incurred by you while performing your role as an Independent Director of the Company. This could include reimbursement of expenditure incurred by you for attending Board/ Committee meetings, Annual General Meetings, Extraordinary General Meetings, court convened meetings, meetings with shareholders/ creditors/ management, subject to prior consultation with the Board, professional advice from independent advisors in the furtherance of your duties as an Independent Director.

3. 9. INDUCTION& TRAINING

9.1 You shall be eligible for an induction so as to familiarize you with the Company and its business etc.

4. 10. CONFLICT OF INTEREST

10.1 By accepting this appointment you will be deemed to have confirmed that any other position you hold including your directorships in other organizations, shall not give rise to any conflicts of interest in relation to your appointment as an Independent Director of the Company. Should you become aware of any conflict or potential conflict during your appointment, you are expected to notify the Company.

10.2 As an Independent Director you shall not engage in any activity that is not expected from you as an Independent Director.

11. DISCLOSURES

11.1 During the Term you are required to submit all statutory disclosures /confirmations required to be made under applicable laws including but not limited to:

- Annual / Event based disclosures as per Companies Act, 2013
- Disclosures under Listing Agreement with the Stock Exchanges
- Disclosures under Prevention of Insider Trading Code
- Disclosures under Code of Conduct for Directors

12. CONFIDENTIALITY OF INFORMATION

12.1 Any information acquired during your term as director of the Company is confidential and should not be released, unless required by law or by any regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you whilst holding the directorship.

13. PERFORMANCE APPRAISAL / EVALUATION

13.1 As a member of the Board, your performance as well as the performance of the entire Board and its Committees thereof shall be evaluated annually and evaluation of each director shall be done by all the other directors.

13.2 On the basis of the report of performance evaluation, it shall be determined whether to extend or continue the term of your appointment as Non-executive Independent Director.

14. TERMINATION

14.1 Your directorship on the Board of the Company shall terminate or cease in accordance with law

14.2 You may resign from your position of non-executive independent director at any time by giving a reasonable written notice to the Board of Directors. However, you shall also have to forward to the Registrar of Companies in the prescribed e-form a copy of your resignation with reasons for the resignation.

15. APPLICABLE LAW

15.1 This letter of appointment shall be governed by the laws of India and your engagement shall be subject to the jurisdiction of the courts of Jabalpur.

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

Yours sincerely

For MPIL CORPORATION LIMITED

(.....)

I have read and agree to the above terms regarding my appointment as an independent non-executive Director.

I hereby affirm my acceptance to the same.

Sign

(Name of the director)

Date _____

Place _____