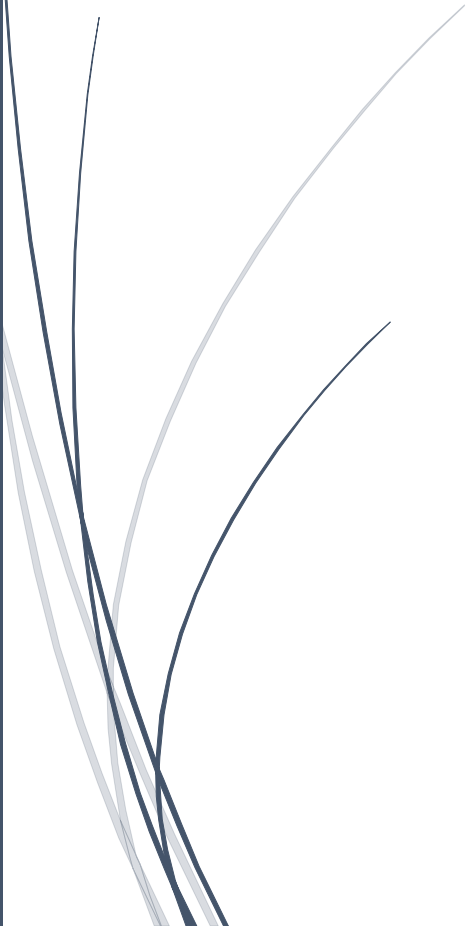


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MAC CHARLES(INDIA)LIMITED

Terms of Appointment of Independent Directors

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APPOINTMENT

1. Appointment as an Independent Director on the Board of Directors of the Company is subject to the provisions of the Companies Act, 2013.
2. In compliance with the provisions of section 149(13) of the Companies Act, 2013, Independent Directors are not subject to retirement by rotation.
3. Notwithstanding other provisions of the appointment letter, the appointment may be terminated in accordance with the provisions of the Articles of Association of the Company or on failure to meet the parameters of independence as defined in section 149(6) or on the occurrence of any event as defined in section 167 of the Companies Act, 2013.
4. Upon termination or upon resignation for any reason, duly intimated to the Company, Independent Directors will not be entitled to any compensation for loss of office.

TIME COMMITMENT

5. Independent Directors 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 generally meets four times a year. The Audit Committee generally meets at least four times in a year. Besides, there are other Committee meetings like Nomination and Remuneration Committee, Corporate Social Responsibility Committee, Stakeholder Relationship Committee, meetings of which are ordinarily convened as per requirements. They will be expected to attend Board and Board Committees in which they are a member or to which they may be appointed and the Shareholders meetings and to devote such time to their duties, as appropriate for them to discharge their duties effectively.
6. By accepting the appointment, they confirm that they are able to allocate sufficient time to meet the expectations from their role to the satisfaction of the Board.

ROLE AND DUTIES

7. Independent Directors role and duties will be those normally required of an 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:
 - i. They shall act in accordance with the Company's Articles of Association as may be amended from time to time.
 - ii. They 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.
 - iii. They shall discharge their duties with due and reasonable care, skill and diligence.
 - iv. They shall not involve themselves in a situation in which they may have a direct or indirect interest that conflicts, or possibly may conflict, with the interest of the Company.
 - v. They shall not achieve or attempt to achieve any undue gain or advantage either to themselves or to their relatives, partners or associates.
 - vi. They shall not assign their office as Director and any assignments so made shall be void.

In addition to the above requirements, the Board of Directors also expect them to perform the following functions:

- i. They should constructively challenge and help develop proposals on strategy for growth of the Company.
- ii. They should evaluate the performance of management in meeting agreed goals and objectives.
- iii. They should satisfy themselves on the integrity of financial information and that financial controls and systems of risk management are effective and defensible.
- iv. They 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.

- v. They will take responsibility for the processes for accurately reporting on performance and the financial position of the Company.
- vi. They should keep governance and compliance with the applicable legislation and regulations.

STATUS OF APPOINTMENT

- 8. They will not be employees of the Company and the appointment letter shall not constitute a contract of employment. They will be paid sitting fees for meetings of the Board and its Committees as may be decided by the Board. Further, they will also be paid remuneration by way of commission as may be approved by the Board and the Shareholders from time to time.
- 9. The sitting fees presently paid to the Non-Executive Independent Director is Rs.50,000/- per meeting of the Board and Rs.25,000/- per meeting of the Committee thereof.
- 10. They will have no entitlement to any bonus during the appointment and no entitlement to participate in any employee stock option scheme operated by the Company or any Group Company.

REIMBURSEMENT OF EXPENSES

- 11. In addition to the remuneration described above, the Company will, for the period of their appointment, reimburse them for travel, hotel and other incidental expenses incurred by them in the performance of their role and duties.

INDEPENDENT PROFESSIONAL ADVICE

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

INSURANCE

- 13. The Company has subscribed to Directors' and Officers' liability insurance and the Company will assume and maintain such cover for the full term of their appointment.

CONFLICT OF INTEREST

- 14. It is accepted and acknowledged that they may have business interests other than those of the Company. As a condition to their appointment, they are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of their appointment.
- 15. In the event that their 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 judgement that they are independent, they should disclose to both the Chairman and the Company Secretary.

EVALUATION

- 16. The Board of Directors will carry out an evaluation of the performance of the Board as a whole, Board Committees and Directors on an annual basis as per Company's Policy. Their appointment and reappointment on the Board shall be subject to the outcome of the yearly evaluation process.

DISCLOSURE OF INTEREST

- 17. Any interest that a Director may have in any transaction or arrangement that the Company has entered into should be disclosed no later than when the transaction or arrangement comes up at a Board meeting so that the minutes may record their interest appropriately and our records are updated. A general notice that they are interested in any contract with a particular person, firm or company is acceptable.

CODE OF CONDUCT

18. During the appointment they are required to comply with regulations as contained in Schedule IV under Companies Act, 2013, including the Code of Conduct.

CONFIDENTIALITY

19. All information acquired during their appointment is confidential to the Company and should not be released, either during their 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, they shall surrender any documents and other materials made available to them by the Company.
20. Independent Directors attention is also drawn to the requirements under the applicable regulations and the Company's Insider Trading Code which concern the disclosure of price sensitive information and dealing in the securities of the Company. Consequently, they should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Chairman or the Company Secretary.

PUBLICATION OF THE LETTER OF APPOINTMENT

21. In line with provision of Clause IV sub clause 6 of Schedule IV, under Companies Act, 2013, the Company will make public the terms and conditions of their appointment and will also arrange for it to be displayed on the Company's website.

MEMBERSHIP OF COMMITTEES

22. Apart from their current membership on any Committee of the Board, the Board of Directors (the Board) may invite them for being appointed on one or more of the existing Board Committees or any Committee(s) that may be set up in the future. Their appointment on such Committee(s) will be subject to the applicable legal requirements.

TERMINATION

23. They may resign from their position at any time and should they wish to do so, they are requested to serve a reasonable written notice on the Board. In terms of provisions of the Companies Act, 2013, they are required to file a copy of their resignation letter with the Registrar of Companies, Bengaluru.
24. Their appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.

GENERAL

25. The appointment letter and any non-contractual obligations arising out of or in connection with the appointment letter are governed by, and shall be construed in accordance with, the laws of India, and the parties agree to submit to the exclusive jurisdiction of the courts of Bengaluru.
