

1. Appointment

- 1.1. You will be appointed as a Non- Executive Independent Director on the Board of Directors of our Company. Your Appointment is subject to the permissible Maximum Directorships that one can hold as per the provisions of the Companies act, 2013.
- 1.2. The term 'Independent Director' should be construed as defined under the Companies Act, 2013.
- 1.3. The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act 2013. The Independent Directors will not serve more than two terms of appointment years each on the Board of the Company. The Company is at liberty to disengage Non Executive Independent Director earlier subject to compliance of relevant provisions of Companies Act, 2013.
- 1.4. You shall also enrol / keep enrolled yourself in the Databank of Independent Directors maintained by the Indian Institute of Corporate Affairs at Manesar and pass online proficiency self–assessment test and give necessary declarations as prescribed in the Companies (Appointment and Qualification of Directors) Fifth Amendment Rules, 2019. You shall abide by the provisions of sections, rules, and schedules of the Companies Act, 2013 and other enactments including statutory modifications and re-enactments thereof, which are applicable to the Directors / Independent Directors.

2. Committees

The Board of Directors may , if deems fit, invite you for being appointed on one or more existing Board Committees or any such Committee that is set up in the future. Your appointment on such Committees will be subject to applicable regulations.

3. Time Commitment

- 3.1. 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 twelve times in a year. The Audit Committee also meets four times in a year. Besides, there are other Committee meetings like Nomination & Remuneration Committee and Corporate Social Responsibility Committee meetings. 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 usually held in the factory premises at Maravankulam, Thirumangalam, Madurai District.
- 3.2. By accepting this appointment, you confirm that you will be able to allocate sufficient time to meet the expectations from your role to the satisfaction of the Board.

4. Roles 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:

- 4.1 You shall act in accordance with the Company's Articles of Association.
- 4.2 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.
- 4.3 You shall discharge your duties with due and reasonable care, skill and diligence.
- 4.4 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 mentioned hereunder for full explanation of conflict of Interest.
- 4.5 You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- 4.6 You shall not assign your office as Director and any assignments so made shall be void.

5. Status of Appointment

- 5.1. 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.

6. Reimbursement of Expenses

In addition to the remuneration described in paragraph 5 mentioned above , 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 you may have business interests other than those of the Company.
- 7.2. 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 judgement 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 MEPCO and should not be released, either during your appointment or following termination (by whatever means) to third parties without prior clearance from the Managing Director / Chairman /

Board unless required by law or regulatory body. On reasonable request, you shall surrender any documents and other materials made available to you by MEPCO.

9. Evaluation

The Company has adopted a policy of Board Evaluation. The policy provides for evaluation of the Board, the Committee of the Board and Individual Directors. 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. 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 not 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.