

LETTER OF APPOINTMENT

Date:

To,

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**Sub: Your Appointment as an Additional Director (Non-Executive Independent)
of our Company Midday Infomedia Limited**

Dear Sir/Mam,

On behalf of the Company, I am pleased to inform you that, the Board of Directors of the Company at its meeting held on have appointed you as an Additional Director (Non-Executive Independent) on the Board of the Company (subject to the approval of the Shareholders in the ensuing Annual General Meeting)

We thank you for your consenting to hold office as an Additional Director (Non-Executive Independent) of the Company and for providing confirmation to the Company that you meet the "independence" criteria as envisaged in Section 149(6) of the Companies Act, 2013.

This letter sets out the terms of your appointment as an Additional Director (Non-Executive Independent Director). The terms of your appointment, as set out in this letter, are subject to the extant provisions of the applicable laws, including Act and policy of the Company (as amended from time to time)

1. Appointment:

- In accordance with the provisions of the Companies Act, 2013 and other applicable laws, you will initially serve as an Additional Director (Non-Executive Independent) on the Board of the Company till the date of the next Annual General Meeting of the Company and further if your appointment is approved by the shareholders at the ensuing Annual General Meeting of the Company, you will be then serve as the Non-Executive Independent Director of the Company.
- In compliance with the provisions of Section 149(13) of the Companies Act, 2013 and the relevant Rules made thereunder, your directorship is not subject to retirement by rotation.

2. Status of Appointment:

- Your relationship with the Company will be that of an office holder and not one of contract for employment in the Company.
- 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.
- In addition to the remuneration described 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 as Independent Director of the Company.

3. Commitment:

- As an 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 generally meets at least four times in a year. The Audit Committee also meets at least four times in a year. Besides, the Board has recently constituted the Nomination and Remuneration Committee of the Company, the meetings of which will be ordinarily convened as per the requirements under the law for the time being in force. You are expected to attend the meetings of the Board and the Board Committees to which you are appointed as a member in the capacity of Non-Executive Independent Director, and also shareholders' meetings and devote appropriate time to discharge your duties effectively.
- 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 an Independent Director under the Companies Act, 2013, the relevant Rules made thereunder. Apart from the above, there are certain duties prescribed for all Directors, which are fiduciary in nature, and which are as under:
- You shall act in accordance with the Company's Articles of Association, as may be amended from time to time.
- 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.
- You shall discharge your duties with due and reasonable care, skill and diligence.
- 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.
- You shall not attempt to achieve any undue gain or advantage either for yourself or for your relatives or associates
- You shall not assign your office as Director and any assignments so made shall be void.
- You should constructively challenge and develop proposals on strategy for growth of the Company.
- You should evaluate the performance of management in meeting agreed goals and objectives.

- You should satisfy yourself on the integrity of financial information and that the financial controls and systems of risk management are effective and defensible.
- You shall play a role in planning.
- You will take responsibility for the processes for accurately reporting on performance and the financial position of the Company.
- You should keep governance and compliance with the applicable legislation and regulation under review and the conformity of Company's practices to the accepted norms.
- You may have business interests other than those of the Company. As a condition to your appointment, you are required to declare/disclose any such directorships, appointments and interests to the Board in writing in the prescribed form.
- If you have any material interest in any transaction or arrangement that the Company has entered into, it should be disclosed not later than when the transaction or arrangement comes up at the Board Meeting, in order to comply with the various provisions of the Companies Act, 2013, the Rules made thereunder

5. Evaluation:

- The Board of Directors will carry out and evaluate your performance on the Board as a whole, Board Committees and on an annual basis.
- Your appointment and re-appointment on the Board shall be subject to the outcome of the yearly evaluation process.

6. Training of the Board:

The Company will conduct training(s) for the Independent Directors of the Company as may be required from time to time, in compliance with the provisions of the Companies Act and the Rules made thereunder.

7. Code of Conduct:

During your tenure, you are required to comply with regulations as contained in Schedule IV under the Companies Act, 2013 and also with the Code of Conduct for the Members of the Board of Directors and Senior Management of the Company.

8. Confidentiality:

- All information acquired by you during your term as Director of the Company is to be treated as confidential and should not be released, either during your tenure or following termination (by whatever means) to third parties without prior clearance from the Chairman & Managing Director of the Company unless such disclosure be required by any governmental, statutory and regulatory authority established under the laws for the time being in force.

- On reasonable request, you are required to surrender any documents and other materials made available to you by the Company.

9. Membership of Committees:

- As advised by the Board, during the tenure of office, you may be required to serve on one or more of the Committees of the Board as a Member or as the Chairman. Upon such appointment, you will be provided copy of the terms of reference which sets out the functions of the respective Committee.
- With your appointment, at present you will be the member of the following committees of the Company:
 - a) Audit Committee
 - b) Nomination and Remuneration Committee

10. Termination:

- You may resign from your position at any time and if you wish to do so, you are requested to serve a reasonable written notice on the Board. In terms of provisions of the Companies Act, 2013, you are required to file a copy of your resignation letter with the Registrar of Companies, Maharashtra, Mumbai
- The continuation of your appointment is contingent on your getting re-elected by the shareholders in accordance with the provisions of the Companies Act, 2013 and the Articles of Association of the Company, from time to time in force.
- This Letter and any non-contractual obligations arising out of or in connection with this 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 at Mumbai.

Please confirm your agreement to the above by signing and returning the enclosed duplicate of this Letter.

Thanking you,

Yours sincerely,
For Midday Infomedia Limited

Director
DIN:

I have read and agree and accept the above terms and conditions regarding my appointment as an Additional Director (Non-Executive Independent) of Midday Infomedia Limited w.e.f
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DIN: