

**LETTER OF RE-APPOINTMENT OF INDEPENDENT DIRECTOR****July 10, 2019****To,****Mr. Sundeep Kumar Mehta**

1629, SECTOR-29 GAUTAM BUDDHA NAGAR NOIDA 201301 UP IN

On behalf of the Board of Directors (Board) of the Company, I take immense pleasure in confirming your Re-appointment as an Independent Director of the Company pursuant to the shareholder meeting and in terms of the applicable provisions of the Companies Act, 2013 (“the Act”), Rules made thereunder, SEBI (Listing Obligation and Disclosure Requirement) Regulations, 2015 (“SEBI (LODR)”) and other applicable laws.

We are sure that the Company would be enriched with your valuable guidance and suggestions in the course of your continued association with us as an Independent Director. We look forward to your participation in the affairs of the Company and advice for the growth and development of the Company and all its stakeholders.

Your re-appointment and other terms and conditions are subject to the Company policy, Articles of Association of the Company, the relevant and applicable provisions of the Act read with Schedule IV of the Act and Rules made thereunder and SEBI (LODR) as amended from time to time and as in force.

1. Re-appointment and Term thereof

Your re-appointment as a non-executive Independent Director on the Board of Directors (Board) of Satin Creditcare Network Limited will be for a term up to 5 (five) consecutive years by way of Special Resolution passed at 29th Annual General Meeting of the Company held on 6th July, 2019, unless terminated earlier or extended, as per the provisions of this letter or applicable laws. The word “term” should be construed as defined under the Act and the SEBI (LODR).

As an Independent Director, you will not be liable to retire by rotation. The Company has adopted the provisions with respect to appointment and term of Independent Directors, which is in consistent with the Act and the SEBI (LODR). As per the declaration provided by you, it is noted that you meet the criteria of being appointed as an Independent Director of the Company in terms of the provisions of Section 149 of the Companies Act, 2013 and Rules notified thereunder from time to time and Regulation 25(8) read with Regulation 16(1)(b) of SEBI(LODR) and you shall on a yearly basis declare to the Company that you continue to meet these eligibility criteria. In case of happening of any event, if you cease to meet the eligibility criteria for Independent Director, you shall promptly inform the Company of the same and shall cease to become an Independent Director of the Company.

2. Board Committee

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

You are expected to attend Board, Board Committees, to which you may be appointed and Shareholders’ meetings and to devote such time to your duties as deemed appropriate for discharge of your duties effectively. Ordinarily all meetings are held in the state of Delhi, unless determined otherwise.

3. Roles, Duties and Responsibilities**Corporate Office:**

1st and 3rd Floor, Plot No 97,
Sector-44, Gurugram - 122003
Haryana, India

Registered Office:

5th Floor, Kundan Bhawan
Azadpur Commercial Complex,
Azadpur, New Delhi - 110033, India

CIN : L65991DL1990PLC041796**Landline No** : 0124-4715400**E-Mail ID** : info@satincreditcare.com**Website** : www.satincreditcare.com



Your role and functions shall be guided as per the Code for Independent directors and discharge the duties, roles and functions as applicable to Independent Directors as stated under Schedule IV to the Act, as in force and as may be amended from time to time. While performing such duties, roles and functions, you will be required to abide by the 'Guidelines of Professional Conduct' as stated under the said Schedule. Broadly, the roles, duties and responsibilities are stipulated as under:

- (1) Help in bringing an independent judgment to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct;
- (2) bring an objective view in the evaluation of the performance of board and management;
- (3) scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance;
- (4) ensure integrity of financial information and that financial control and the systems of risk management are robust and defensible;
- (5) safeguard the interests of all stakeholders, particularly the minority shareholders;
- (6) Balance the conflicting interest of the stakeholders;
- (7) determine appropriate levels of remuneration of executive directors, key managerial personnel and senior management and have a prime role in appointing and where necessary recommend removal of executive directors, key managerial personnel and senior management;

The independent directors shall perform following duties to—

- (1) Undertake appropriate induction and regularly update and refresh their skills, knowledge and familiarity with the company;
- (2) Seek appropriate clarification or amplification of information and, where necessary, take and follow appropriate professional advice and opinion of outside experts at the expense of the company;
- (3) strive to attend all meetings of the Board of Directors and of the Board committees of which you are a member;
- (4) participate constructively and actively in the committees of the Board in which you are chairperson or member;
- (5) strive to attend the general meetings of the company;
- (6) Where you have concerns about the running of the company or a proposed action, ensure that these are addressed by the Board and, to the extent that they are not resolved, insist that their concerns are recorded in the minutes of the Board meeting;
- (7) Keep yourself well informed about the company and the external environment in which it operates;
- (8) Not to unfairly obstruct the functioning of an otherwise proper Board or committee of the Board;

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(9) Pay sufficient attention and ensure that adequate deliberations are held before approving related party transactions and assure yourself that the same are in the interest of the company;

(10) Ascertain and ensure that the company has an adequate and functional vigil mechanism and to ensure that the interests of a person who uses such mechanism are not prejudicially affected on account of such use;

(11) Report concerns about unethical behavior, actual or suspected fraud or violation of the company's code of conduct or ethics policy;

(12) assist in protecting the legitimate interests of the company, shareholders and its employees;

Your roles and duties will be those normally required of a Non-Executive Independent Director under the Act and the SEBI (LODR). There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and the same are specified under Section 166 of the Act.

4. Additional Applicable Statutory Requirements

As a Non-Executive Director on the Board, you will be subject to all relevant provisions of the Act and the SEBI(LODR).

5. Directors & Officers (D&O) Insurance

The Company will maintain a Directors and Officers (D&O) Liability Insurance Policy to pay for the personal liability of the Directors for claims made against them while serving on the Board of the Company.

6. Code of Conduct / Excluded Actions

You will follow the Code of Conduct of the Company and furnish annual affirmation of the same. You will apply the highest standards of confidentiality and not disclose to any person or company (whether during the course of the tenure as Independent Director or at any time after its cessation) any confidential information concerning the Company including any associate thereof with which you come into contact by virtue of your position as a Director, except as permitted by law or with prior clearance from the Chairman of the Board.

We would also like to draw your attention to the applicability of Securities & Exchange Board of India (Prohibition of Insider Trading) Regulation, 2015, which inter-alia prohibits disclosure or use of unpublished price sensitive information. You should not make any statement(s) that might risk a breach of the requirements specified under the said statute unless the same is required under any law or the same is required for the purpose of compliance of any direction, order, etc. issued/given by any judicial authority. Additionally, you shall not participate in any business activity, which might impede the application of your independent judgment in the best interest of the Company.

7. Induction and Development

The Company shall, if required, conduct formal induction program for its Independent Directors.

The Company shall, as may be required, support you to continually update your skills and knowledge and improve your familiarity with the Company and its business.

8. Performance Appraisal / Evaluation Process

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As a member of the Board, your performance shall be evaluated periodically. Evaluation shall be done by all the other Directors. The criteria for evaluation shall be determined by the Nomination & Remuneration Committee and disclosed in the Company's Annual Report. However, the actual evaluation process shall remain confidential and shall be a constructive mechanism to improve the effectiveness of the Board/Committee.

9. Disclosures, other Directorships and Business Interests

During the Term, you agree to promptly notify the Company of any change in your Directorships and provide such other disclosures and information as may be required under the applicable laws. You also agree that upon becoming aware of any potential conflict of interest with your position as Independent Director of the Company, you shall promptly disclose the same to the Company. During your term, you agree to promptly provide a declaration under Section 149(7) of the Act, upon any change in circumstances which may affect your status as an Independent Director.

10. Changes of Personal Details

During the Term, you shall promptly intimate the Company and the Registrar of Companies (wherever required) in the prescribed manner, of any change in address or other contact and personal details provided to the Company.

11. Fees / Remuneration

You will be paid such remuneration by way of sitting fee for attending the meetings of the Board and the Committees as may be decided by the Board from time to time, subject to approval of the shareholders, if required.

Further, the 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.

12. Termination

Your Directorship on the Board of the Company shall terminate or cease in accordance with law. Apart from the grounds of termination as specified in the Act, your Directorship may be terminated for violation of any provision of the Code of Conduct of the Company.

You may resign from the Directorship of the Company by giving a notice in writing to the Company stating the reasons for resignation. The resignation shall take effect from the date on which the notice is received by the Company or the date, if any, specified by you in the notice, whichever is later.

If, at any stage during the Term, there is a change that may affect your status as an Independent Director as envisaged in Section 149(6) of the Act, or if applicable, you fail to meet the criteria for "independence" under the provisions of the SEBI(LODR), you agree to promptly submit your resignation to the Company with effect from the date of such change.

13. Cooperation & Confidentiality

In the event of any claim or litigation against the Company, based upon any alleged conduct, act or omission on your part during your term, you agree to render all reasonable assistance and cooperation to the Company and provide such information and documents as are necessary and reasonably requested by the Company. Further, all information acquired during your appointment is confidential (including commercial secrets, technologies, advertising and business promotion plans, unpublished price sensitive

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information, etc.) to the company and should not be released, either during your appointment or after termination of appointment (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.

14. Governing Law

This document 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 in Delhi.

15. Miscellaneous

This letter represents the entire understanding, and constitutes the whole agreement, in relation to your appointment and supersedes any previous agreement between yourself and the Company with respect thereto and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom.

No waiver or modification of this letter shall be valid unless made in writing and signed by you and the Company.

As per the SEBI (LODR), this letter along with your detailed profile shall be disclosed on the website of the Company.

16. Acceptance of Appointment

We are confident that the Board and the Company will benefit immensely from your rich experience and we are eager to have you as an integral part of the growth of our Company. If these terms of appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter.

We look forward for your valuable contribution and guidance to growth of the Company.

Yours faithfully,
For **SATIN CREDITCARE NETWORK LIMITED**

(H P SINGH)
(Chairman cum Managing Director)

AGREE AND ACCEPT

I have read and understood the terms of my appointment as an Independent Director of the Company and I hereby affirm my acceptance to the same.

Name: Mr. Sundeep Kumar Mehta
DIN: 00840544
Place: Noida

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