

To,

Mr. Supriyo Kumar Chaudhuri
Flat E-7, Middleton Apartments 3
Middleton Row
Kolkata-700071
DIN: 06915387

Date: 16.10.2023

APPOINTMENT AS NON-EXECUTIVE INDEPENDENT DIRECTOR

Dear Sir,

We are pleased to inform you that upon the recommendation of the Nomination and Remuneration Committee, the Board of Directors (hereinafter referred as "the Board") have approved your appointment as Additional Independent Director of the Company w.ef. 16th day of October, 2023 to be regularised in the next Annual General Meeting.

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

1. Terms of employment

In accordance with the relevant provisions of the Companies Act, 2013 and the Rules made there under to the Act as amended from time to time, you are appointed as an Additional Independent Director on the Board of Directors of Company to be regularised in the ensuing AGM w.ef. 16th day of October, 2023. The Board of Directors (the Board) may, if it 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 Committee(s) will be subject to the applicable regulations. The Board reserves the right to alter the composition of such Committee(s) by the addition, removal or alteration of the position(s). You will adhere and support the execution of such Board mandate(s) as are approved from time to time. Your appointment may be annulled at any time in accordance with the Articles and/or the Companies Act. You will not be entitled to any compensation for loss of office. In case and whenever, you wish to be relieved of your appointment as the Non-Executive Independent Director or circumstances exist that compel you to relinquish your office as such, you would do so in compliance with the provisions of Companies Act, 2013 and all other applicable laws.

2. Tenure

Your appointment will be valid for a period of one (1) year post which you may be re-appointed on approval of the Board of Directors.

3. Time 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 meets at least four times in a year.



CIN: U65999WB2019PTC233120

GSTIN: 19AAMCM8428P1ZG

Registered Office: PS Srijan Corporate Park, Unit - 1204, Tower-I, Plot- G2, Street No. 25, GP Block, Sector V, Kolkata - 700091, India
Phone: 033 6645 2400 Email: compliance@mpokket.com Website: www.mpokketfinancial.in

By accepting this appointment, you confirm that you are able to allocate your time to meet the expectations from your role to the satisfaction of the Board and the Company.

4. Fees and Reimbursement of Expenses

As a non-executive independent member of the Board of Directors of the Company ("Board"), you will be entitled to receive sitting fees @ Rs. 1,00,000/- per meeting of the Board which may be revised as and when required for your role as Director of the Company. You will also be entitled to receive Rs. 20,000/- as sitting fee for attending Committee meetings as a member of any respective Committee.

5. Professional Conduct

As an Independent Director, you shall:

- uphold ethical standards of integrity and probity;
- act objectively and constructively while exercising your duties;
- exercise your responsibilities in a bona fide manner in the interest of the Company;
- devote sufficient time and attention to your professional obligations for informed and balanced decision-making;
- not allow any extraneous considerations that may vitiate your exercise of objective independent judgment in the paramount interest of the Company as a whole, while concurring in or dissenting from the collective judgment of the Board in its decision making
- assist the Company in implementing the best corporate governance practices.

6. Role, Responsibilities and Duties

Your role, responsibilities and duties will be those normally required of an Independent Director under the Companies Act, 2013 and the Rules made there under read with Schedule V to the Act as amended from time to time. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

- You shall act in accordance with the Company's Articles of Association.
- 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 achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.

7. Conflict of Interest

It is accepted and acknowledged that you may have business interests other than those of the Company. As a condition to your appointment commencing, you are required to declare any such directorships, appointments and interests to the Board in writing in the prescribed form at the time of your appointment.

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 judgment that you are independent, this should be disclosed to both the Chairman and the Secretary of the Company.

8. Confidentiality

You are required to keep confidential and not use, divulge, disclose or deliver to any person (except as authorised or provided herein or required by your duties or by law) any information acquired by you in the course of your role as director of the Company and which

- (i) is a trade secret, intellectual property or know-how of the Group or is otherwise the confidential property of the Group (including without limitation, the business, financial arrangements or position of the Company or the Group or of any person or company with whom any member of the Group deals, any of the dealings, transactions or affairs of the Company or the Group and the terms of the contracts, arrangements and transactions between the Company and other parties); or
- (ii) was acquired by you under a duty of confidentiality.

The aforesaid confidentiality requirements shall continue to apply after the termination of your appointment without limit in time, but shall cease to apply to information or knowledge which may come into the public domain other than by breach of these provisions. Your obligations in this paragraph shall also cease in respect of such information (or part thereof) which is required to be disclosed pursuant to any applicable laws, rules, regulations or directives or by an order of court or which is required to be disclosed by Stock Exchanges or other statutory, regulatory or governmental authorities.

9. Disclosure of Interest

As per the provision of the Companies Act, 2013 as amended from time to time, 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 no 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.



10. Your Personal Information

The information collected from you in your consent to act and your declarations as provided in the same context, would be used for the purposes of processing and maintaining your appointment as Director of the Company. Such information provided by you, and any further information that you may subsequently provide, may be disclosed to:

- (a) any related corporations of the Company; and/ or
- (b) any service provider to any member of the Group,

and may be incorporated in the documents pertaining to public offering of the Company and you hereby consent to such disclosure for these and any other purposes of the Company. Any such information may also be provided to any Court or other Statutory, Regulatory or Governmental Authority(ies) in case the Company is under obligation to disclose the same.

11. Termination

You may resign from your position at any time and should you wish to do so, you are requested to serve a written notice to the Board.

Continuation of your appointment is contingent on your getting re-appointed by the shareholders in accordance with provisions of Companies Act, 2013, and the Articles of Association of the Company, from time to time in force.

12. Acceptance

Please acknowledge your agreement of the terms of your appointment set out in this letter by signing and returning as soon as possible the attached duplicate letter. Please also keep the Company notified of any changes to the information which you have provided to the Company from time to time in your declarations.

13. Contact Details

We welcome you to the Board. Please contact Mrs. Neha Gupta, Company Secretary, if you have any queries in relation to the matters raised in this letter.

Yours sincerely

Thanking You,

For Mpokket Financial Services Pvt Ltd.

mPokket Financial Services Pvt. Ltd.



—Director

Gaurav Jalan

Managing Director



CIN: U65999WB2019PTC233120

GSTIN : 19AAMCM8428P1ZG

Registered Office: PS Srijan Corporate Park, Unit - 1204, Tower-I, Plot- G2, Street No. 25, GP Block, Sector V, Kolkata - 700091, India

Phone: 033 6645 2400 Email: compliance@mpokket.com Website: www.mpokketfinancial.in