



YOGLOANS
Building Better Lives

Dr.M.Pushpangadan (DIN:01667572),

Thrissur

Upavanam,Aarattupuzha P.O,

06.09.2019

Thrissur-680562

Dear Dr.Pushpangadan M,

Reg; Letter of Re- Appointment of Independent Director.

I am writing to confirm your re-appointment on the Board of Directors of YOGAKSHEMAM Loans Ltd., (hereafter referred to as the 'Company') pursuant to the resolution passed by the Shareholders at the 28th Annual General Meeting held on 06th September 2019. This letter of re-appointment sets out the terms and conditions covering your appointment which are as follows:

1. Re-Appointment

- 1.1 You have been re- appointed as a Non-Executive Independent Director on the Board of Directors of the company with effect from 06th September 2019. Your term of re- appointment shall be for a further period of five consecutive years from the conclusion of 28th AGM till the conclusion of 33rd AGM subject to fulfillment of fit and proper criteria followed by the company or as framed by Reserve Bank of India from time to time.
- 1.2 The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 Accordingly, the Independent Directors will serve for not more than two terms of five 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.

2 Committees

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

3 Time Commitment

As a Non-Executive Independent Director, you are expected to bring objectivity and independence of view to the Board's discussions and to help or 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 4 times in a year. The Audit Committee also meets at least 4 times in a year. Besides, there are other Committee meetings like Nomination and Remuneration Committee which will meet as and when required, You will be expected to attend Board, Board Committees to which you may be



YOGAKSHEMAM LOANS LTD.

Regd. & Corporate Office: 3rd Floor, Ottapath Tower, Aswini Junction, Thiruvambady P.O., Thrissur, Kerala- 680022.

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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 held in Head Office of the company at Thrissur.

4 Duties

Your 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:

- 4.2 undertake appropriate induction and regularly update and refresh your skills, knowledge and familiarity with the company;
- 4.3 strive to attend all meetings of the Board of Directors and of the Board committees of which you are/ going to be a member;
- 4.4 participate constructively and actively in the committees of the Board in which you are/ going to be chairpersons or members;
- 4.5 strive to attend the general meetings of the company;
- 4.6 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;
- 4.7 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;
- 4.8 report concerns about unethical behavior, actual or suspected fraud or violation of the company's code of conduct or ethics policy;
- 4.9 acting within your authority, assist in protecting the legitimate interests of the company, shareholders and its employees;
- 4.10 not disclose confidential information, including commercial secrets, technologies, advertising and sales promotion plans, unpublished price sensitive information, unless such disclosure is expressly approved by the Board or required by law.

5. Role and functions

Your roles and functions shall:

- 5.1 help in bringing an independent judgement to bear on the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct
- 5.2 scrutinize the performance of management in meeting agreed goals and objectives and monitor the reporting of performance



- 5.3 satisfy themselves on the integrity of financial information and that financial controls and the systems of risk management are robust and defensible
- 5.4 safeguard the interests of all stakeholders, particularly the minority share holders
- 5.5 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

6. Code of business Ethics that the company expects its directors and employees to follow:

- 6.1 Honesty, integrity and diligence are the fundamental aspects qualifying every act on the part of the board and senior management. They should act in good faith for and on behalf of the company and adopt the highest standards of personal ethics, integrity, confidentiality and discipline in dealing with all matters relating to the Company.
- 6.2 Any confidential information obtained during the course of their duty should not be used for personal aggrandizement or financial gain to self or to a third party.
- 6.3 They shall not engage in any business, which is detrimental to the interests of the company. They Shall not accept any gifts, benefits in cash or in kind or other personal favors from the customers or from those seeking any business from the company and shall conduct the activities outside the Company in such manner as not to adversely affect the image or reputation of the Company.
- 6.4 The directors shall not associate with other NBFC registered under Companies Act and regulated by RBI either as a Director or in any managerial or advisory capacity, (not including statutory compliance and audit) without the prior approval of the Board.
- 6.5 They must obey existing local, state, national, and international laws unless there is a compelling ethical basis not to do so.
- 6.6 They shall always abide by the Code of Conduct, and shall be accountable to the Board for their actions/violations/defaults.

7. Status of Appointment

- 7.1 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. Further, you will also be paid remuneration by way of commission as may be approved by the Board and the Shareholders from time to time.
- 7.2 The sitting fees presently paid to the Non-Executive Independent Director is Rs. 25,000/- per meeting of the Board, Rs. 15,000 per meeting of the Audit Committee Meeting and Rs. 10,000 Nomination Compensation and Corporate Governance Committee.



8. Reimbursement of Expenses

In addition to the remuneration described in paragraph 7 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.

9. Conflict of Interest

9.1 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.

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

10. Confidentiality

All information relating to the company to which you have access and are not in the public domain shall be treated as confidential and you shall maintain the confidentiality at all time irrespective of your tenure in the company as a director and shall not be used in any manner detrimental to the interest of the company. You shall also obliged to not to reveal any price sensitive information to which you may be privy by reason of your directorship and association with the company.

11. Evaluation

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.

12. Insurance

The company has Directors' and Officers' liability insurance and it is intended that the company will assume and maintain such cover for the full term of your appointment.

13. Independent Professional Advice

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



14. 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 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.

15. Termination

You may resign from your position at any time and should you wish to do so, you are requested to serve a reasonable written notice on the Board. Your appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force and you will not be entitled for any compensation for loss of such office or for non-election by the shareholders.

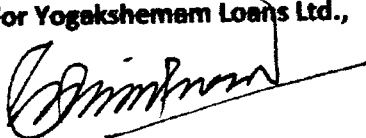
16. Governing Law

This agreement 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 acceptance of this letter you may return a copy of this letter duly signed

Yours sincerely

For Yogakshemam Loans Ltd.,



I. Unnikrishnan
Managing Director & CEO



Received with thanks

