

Letter of Re-Appointment

27th July, 2017

Ms. Sharda Agarwal
A-2902, Beau Monde,
AS Marathe Marg, Prabhadevi,
Mumbai- 400 025.

Dear Ms. Sharda Agarwal,

Sub:- Re-Appointment as Independent Woman Director of Motilal Oswal Financial Services Limited.

We thank you for your confirmation to Motilal Oswal Financial Services Limited (the "Company") that you meet the "independence" criteria as envisaged in Section 149(6) of the Companies Act, 2013 ("2013 Act") and SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and also for your consenting to hold office as an Independent Director of the Company.

Pursuant to your confirmation, we are pleased to confirm that based on report of performance evaluation and upon the recommendation of its Nomination and Remuneration/ Compensation Committee, the Board and the shareholders have approved your re-appointment as an Independent Director on the Board of the Company for further period of 3 years.

This letter sets out the terms of your re-appointment as an Independent Director. Your relationship with the Company will be that of an office-holder and not one of contract for employment in the Company.

The terms of your re-appointment, as set out in this letter, are subject to the extant provisions of the:-

- (i) applicable laws, including Companies Act, 2013 and SEBI(Listing Obligations and Disclosure Requirements) Regulations, 2015 including any statutory modifications or reenactments thereof and
- (ii) Articles of Association of the Company.

I. The Term of Re-Appointment

- You are re-appointed as Non Executive Independent Director on the Board of the Company, subject to the provisions of the Companies Act, 2013 for a term of 3 years which shall take effect from conclusion of 12th AGM of the Company till the conclusion of 15th AGM of the Company.

- In compliance with the provisions of section 149(13) of the Companies Act, 2013, your directorship is not subject to retire by rotation
- Notwithstanding other provisions of this letter, the appointment may be terminated in accordance with the provision of the Articles of Association of the Company or any failure to meet the parameters of independence as defined in Section 149(6) or on occurrence of any event as defined in section 167 of the Companies Act, 2013
- Upon termination or upon your resignation for any reason, duly intimated to the Company, you will not be entitled to any compensation for loss of office.

II. Time Commitment

As a Non Executive Independent Director, you are expected to bring objectivity and independence of view to the Boards discussion and to help provide 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.

Considering the nature of the role of a director, it is difficult for a Company to lay down specific parameters on time commitment. You agree to devote such time as is prudent and necessary for the proper performance of your role, duties and responsibilities as an Independent Director.

III. Role, duties and responsibilities

A. As member of the Board you along with the other Directors will be collectively responsible for meeting the objectives of the Board which include:

- Requirements under the Companies Act, 2013,
- Responsibilities of the Board" as outlined in the Corporate Governance requirements as prescribed by Stock Exchanges under LODR Regulations,
- Accountability under the Director's Responsibility Statement,
- Overseeing the maintenance of high standards of '**Motilal Oswal**' values and ethical conduct of business,
- Overseeing the Company's contribution to enhancing the quality of life of communities,
- Reviewing the Motilal Oswal Business Excellence Model findings and monitoring the action plan,
- Protecting and enhancing the '**Motilal Oswal**' brand

B. In addition to the aforementioned responsibilities you are expected to adhere to the following responsibilities:-

- 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 not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- 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 for full explanation on conflict of interest.
- You shall not assign your office as Director and any assignments so made shall be void.
- You shall discharge your duties with due and reasonable care, skill and diligence.

C. You shall abide by the 'Code For Independent Directors' as outlined in Schedule IV to section 149(8) of the 2013 Act, and duties of directors as provided in the 2013 Act (including Section 166) and SEBI(Listing Obligations and Disclosure Requirements) Regulations, 2015. For your ready reference, the relevant provisions have been extracted and attached to this letter as Annexure A.

D. You will also be responsible for providing guidance in the area of your expertise.

IV. Remuneration

As an Independent Director you shall be paid sitting fees for attending the meetings of the Board and the Committees as decided by the Board from time to time.

In addition to the sitting fees, profit related commission may also be payable to you. In determining the amount of this commission, the Nomination and Remuneration Committee may consider various factors as disclosed in the remuneration policy forming part of the Board's report. An indicative list of the factors that may be considered are as follows:

- Attendance at Board meetings,
- Attendance at Board Committee meetings,
- Chairmanship of the Board,
- Chairmanship of Board Committees,
- Contribution at Board and Committee meetings,
- Guidance and support provided to senior management of the Company outside of Board meetings,
- Industry practices,
- Performance evaluation, and

- Performance of the Company

You will have no entitlement to any bonus during the appointment and no entitlement to participate in any employee stock option schemes operated by the Company or any Group Company.

V. Reimbursement of Expenses.

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. This could include reimbursement of expenditure incurred by you for attending Board/ Committee meetings, Annual General Meetings, Extraordinary General Meetings, court convened meetings, meetings with shareholders/ creditors/ management, site visits, induction and training (organized by the Company for Directors) and in obtaining, subject to prior consultation with the Board, professional advice from independent advisors in the furtherance of your duties as an Independent Director.

VI. 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 re-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 re-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 judgement that you are independent, this should be disclosed to both the Chairman and the Company Secretary.

VII Familiarization Programmes

The Company shall conduct Familiarization programmes with regard to financial matters, management team and business operations etc.

The Company shall, as may be required, support Directors to continually update their skills and knowledge and improve their familiarity with the company and its business. The Company will fund/arrange for training on all matters which are common to the whole Board

VIII. Performance Appraisal/ Evaluation Process

As a member of the Board, your performance as well as the performance of the entire Board and its Committees shall be evaluated annually. Evaluation of each director shall be done by all the other directors. The criteria for evaluation shall be determined by the Nomination and 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. An indicative list of factors that may be evaluated as part of this exercise is:

- Participation and contribution by a director,
- Commitment (including guidance provided to senior management outside of Board/ Committee meetings),
- Effective deployment of knowledge and expertise,
- Effective management of relationship with stakeholders,
- Integrity and maintenance of confidentiality,
- Independence of behavior and judgment, and
- Impact and influence

IX Motilal Oswal Code of Conduct

As an Independent Director of the Company, you agree to comply with the Motilal Oswal Code of Conduct for Non-Executive Directors (NEDs). For your reference, the Code of Conduct for Non-Executive Directors is attached as Annexure B.

X Confidentiality

All information acquired during your re-appointment is confidential and should not be released, either during your re-appointment or following termination (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. On reasonable request, you shall surrender any documents and other materials made available to you by Company.

Your attention is also drawn to the requirements under the applicable regulations and the Motilal Oswal Financial Services Limited Share Dealing Code which concern the disclosure of price sensitive information and dealing in the securities of the Company. Consequently you should avoid making any statements or performing any transactions that might risk a breach of these requirements without prior clearance from the Compliance Officer of the Company.

XI Changes of personal details

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

XII 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. 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, Mumbai.

- 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 2013 Act, your directorship may be terminated for violation of any provision of the Motilal Oswal Code of Conduct as applicable to Non-Executive Directors.
- Continuation of your re-appointment is contingent on your getting re-elected 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. You will not be entitled to compensation if the shareholders do not re-elect you at any time.
- Your re-appointment may also be terminated in accordance with the provisions of the Articles of Association of the Company from time to time in force.

XIII Publication of the letter of Re-Appointment

In line with the provisions of Clause IV sub clause 6 of Schedule IV, under Companies Act, 2013, the Company will make public the terms of and conditions of your re-appointment and will also arrange for it to be displayed on the Company's website.

XIV Acceptance of Re-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 re-appointment are acceptable to you, please confirm your acceptance by signing and returning the enclosed copy of this letter.

We are pleased to have you on the Board of our Company and looking forward for a long term support and commitment to the Company.

Yours Sincerely,
For **Motilal Oswal Financial Services Limited**

Sd/-
Motilal Oswal
Chairman & Managing Director

AGREE AND ACCEPT

I have read and understood the terms of my re-appointment as an Independent Director of the Company for period of 3 years and I hereby affirm my acceptance to the same.

Sd/-

Sharda Agarwal
(DIN: 00022814)

Place: Mumbai
Date: 28.07.2017