

MOLD-TEK
Technologies Limited

Terms and conditions of appointment of Independent Directors of the Company in accordance with the requirements of Schedule IV to the Companies Act, 2013 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015:

Terms and conditions of appointment of Independent Directors:

I. Term:

Vasant Kumar Roy Chintamaneni has been appointed as an Independent Director of the Company for a second term of 5 (five) consecutive years by the members at their Annual General Meeting held on 30th September, 2019. The Appointment is for a term commencing from 30th September, 2019 up to 29th September, 2024.

Venkata Appa Rao Kotagiri has been appointed as an Independent Director of the Company for a second term of 5 (five) consecutive years by the members at their Annual General Meeting held on 30th September, 2019. The Appointment is for a term commencing from 30th September, 2019 up to 29th September, 2024.

Togaru Dhanrajtiramala Narasimha has been appointed as an Independent Director of the Company for a First term of 5 (five) consecutive years by the members at their Annual General Meeting held on 29th September, 2018. The Appointment is for a term commencing from 29th September, 2018 up to 28th September, 2023.

Sobhana Chalam Kesaboina has been appointed as an Additional Director (under Independent Director category) of the Company for the First term of 5 (five) consecutive years in the Board Meeting held on 11th March, 2020 up to the conclusion of ensuing Annual General Meeting.

Madhuri Venkata Ramani Viswanadham has been appointed as an Additional Director Independent Director of the Company for a First term of 5 (five) consecutive years to be approved by the members at their Annual General Meeting scheduled to be held in 2022. The Appointment is for a term commencing from 27th December, 2022 up to 27th December, 2027.

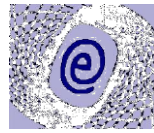
II. Other Terms and Conditions

1. 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.

2. Time Commitments

You will be expected to devote such time as is necessary for the proper performance of your duties and as an independent Director you will be involved in a number of board and committee meetings each year. You should strive to attend all the scheduled quarterly board meetings, General Meetings; Committee Meetings as necessary.



MOLD-TEK
Technologies Limited

3. Role, Duties and Liabilities

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the listing agreement. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

- i. You shall act in accordance with the Company's Articles of Association.
- ii. 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
- iii. You shall discharge your duties with due and reasonable care, skill and diligence.
- iv. 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.
- v. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- vi. You shall not assign your office as Director and any assignments so made shall be void.

As an independent director you will be liable only in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

4. Remuneration

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 setting fees for meetings of the Board and its Committees and re-imbursement of expenses for attending the meeting as may be decided by the Board from time to time.

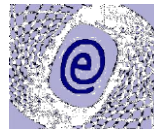
5. Conflict of Interest

By accepting this appointment you will be deemed to have confirmed that any other position you hold including your directorships in other organizations, shall not give rise to any conflicts of interest in relation to your appointment as an Independent Director of the Company. Should you become aware of any conflict or potential conflict during your appointment, you are expected to notify the Chairman/Company Secretary.

6. Confidentiality

All information acquired during your appointment is confidential and should not be released, either during your 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 the Company.

You are required to abide by the Code for independent Directors, Code of Conduct for Directors and Code of Conduct for Prevention of Insider Trading for Employees, including Directors, as issued by the Company.



MOLD-TEK
Technologies Limited

7. Indemnity and Insurance /Provision for Directors and officers (D & O) Insurance

The Company may obtain a Directors' & Officers' liability Insurance Policy for you. Details of the same will be provided by when such policy is taken by the Company

8. Induction & Training

Where possible, directors will be encouraged to attend special training courses by various professional bodies to ensure that the directors are refreshed and equipped to perform their role in the highest standards and performance possible. You should feel free to request any further information which you require, at any time.

9. Applicable Law

This letter of appointment shall be governed by the laws of India.

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.

It is a pleasure to have you on board. I am confident that your association, expertise and advice will immensely benefit the Company and the Board

For MOLD-TEK TECHNOLOGIES LIMITED

Sd/-

J Lakshmana Rao

Chairman & Managing Director

DIN : 00649702



11th March, 2020

To
Sobhana Chalam Kesaboina
Plot No-91, Kalyan Nagar Phase-3,
Yousufguda, Hyderabad 500018, TG IN
Dear Sir,

Sub: Letter of Appointment for Independent Directors

Terms of Appointment of Independent Director

1. Appointment

You have been appointed as an Additional Director (Non-executive Independent Director) on the Board of Directors of Mold-Tek Technologies Limited with effect from 11th March, 2020. Your appointment is subject to approval by the Shareholders as per the provisions of the Companies Act, 2013. Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

The term Independent Director should be construed as defined under the Companies Act, 2013 and the listing agreement.

The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

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 current Committee or any of the new Committee in future. Your appointment on such Committee(s) will be subject to the applicable regulations.

3. Time Commitments

You will be expected to devote such time as is necessary for the proper performance of your duties and as an independent Director you will be involved in a number of board and committee meetings each year. You should strive to attend all the scheduled quarterly Board Meetings, General Meetings; Committee Meetings as necessary.

4. Role, Duties and Liabilities

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

- I. You shall act in accordance with the Company's Articles of Association.
- II. 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
- III. You shall discharge your duties with due and reasonable care, skill and diligence.
- IV. 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.
- V. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to

your relatives, partners or associates.

VI. You shall not assign your office as Director and any assignments so made shall be void.

As an independent director you will be liable only in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

5. Remuneration

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 setting fees for meetings of the Board and its Committees and re-imbursment of expenses for attending the meeting as may be decided by the Board from time to time.

6. Conflict of Interest

By accepting this appointment you will be deemed to have confirmed that any other position you hold including your directorships in other organizations, shall not give rise to any conflicts of interest in relation to your appointment as an Independent Director of the Company. Should you become aware of any conflict or potential conflict during your appointment, you are expected to notify the Chairman/Company Secretary.

7. Confidentiality

All information acquired during your appointment is confidential and should not be released, either during your 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 the Company.

You are required to abide by the Code for Independent Directors, Code of Conduct for Directors and Code of Conduct for Prevention of Insider Trading for Employees, including Directors, as issued by the Company.

8 Indemnity and Insurance /Provision for Directors and officers (D & O) Insurance

The Company may obtain a Directors' & Officers' liability Insurance Policy for you. Details of the same will be provided by when such policy is taken by the Company

9. Induction & Training

Where possible, directors will be encouraged to attend special training courses by various professional bodies to ensure that the directors are refreshed and equipped to perform their role in the highest standards and performance possible. You should feel free to request any further information which you require, at any time.

10. Applicable Law

This letter of appointment shall be governed by the laws of India.

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.

It is a pleasure to have you on board. I am confident that your association, expertise and advice will immensely benefit the Company and the Board.

Yours sincerely

For MOLD-TEK TECHNOLOGIES LIMITED

Sd/-

J Lakshmana Rao

Chairman & Managing Director

DIN : 00649702



14th May, 2018

To
Togaru Dhanrajtirumala Narasimha
21, Reliance Villas, Chinna Thokatta New Bowenpally,
Tirumalagiri Secunderabad 500011 TG

Dear Sir,

Sub: Letter of Appointment for Independent Directors

Terms of Appointment of Independent Director

1. Appointment

You have been appointed as an Additional Director (Non-executive Independent Director) on the Board of Directors of Mold-Tek Technologies Limited with effect from 14th May, 2018. Your appointment is subject to approval by the Shareholders as per the provisions of the Companies Act, 2013. Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

The term Independent Director should be construed as defined under the Companies Act, 2013 and the listing agreement.

The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

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 current Committee or any of the new Committee in future. Your appointment on such Committee(s) will be subject to the applicable regulations.

3. Time Commitments

You will be expected to devote such time as is necessary for the proper performance of your duties and as an independent Director you will be involved in a number of board and committee meetings each year. You should strive to attend all the scheduled quarterly Board Meetings, General Meetings; Committee Meetings as necessary.

4. Role, Duties and Liabilities

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

- I. You shall act in accordance with the Company's Articles of Association.
- II. 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
- III. You shall discharge your duties with due and reasonable care, skill and diligence.
- IV. 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.
- V. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to

your relatives, partners or associates.

VI. You shall not assign your office as Director and any assignments so made shall be void.

As an independent director you will be liable only in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

5. Remuneration

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 setting fees for meetings of the Board and its Committees and re-imbursment of expenses for attending the meeting as may be decided by the Board from time to time.

6. Conflict of Interest

By accepting this appointment you will be deemed to have confirmed that any other position you hold including your directorships in other organizations, shall not give rise to any conflicts of interest in relation to your appointment as an Independent Director of the Company. Should you become aware of any conflict or potential conflict during your appointment, you are expected to notify the Chairman/Company Secretary.

7. Confidentiality

All information acquired during your appointment is confidential and should not be released, either during your 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 the Company.

You are required to abide by the Code for Independent Directors, Code of Conduct for Directors and Code of Conduct for Prevention of Insider Trading for Employees, including Directors, as issued by the Company.

8 Indemnity and Insurance /Provision for Directors and officers (D & O) Insurance

The Company may obtain a Directors' & Officers' liability Insurance Policy for you. Details of the same will be provided by when such policy is taken by the Company

9. Induction & Training

Where possible, directors will be encouraged to attend special training courses by various professional bodies to ensure that the directors are refreshed and equipped to perform their role in the highest standards and performance possible. You should feel free to request any further information which you require, at any time.

10. Applicable Law

This letter of appointment shall be governed by the laws of India.

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.

It is a pleasure to have you on board. I am confident that your association, expertise and advice will immensely benefit the Company and the Board.

Yours sincerely

For MOLD-TEK TECHNOLOGIES LIMITED

Sd/-

J Lakshmana Rao

Chairman & Managing Director

DIN : 00649702



27th December, 2021

To

Madhuri Venkata Ramani Viswanadham

Flat No. 101, Manbhumi Venkys Apts, 6-3-1090/M/101,
Rajbhavan Road, Somajiguda, Hyderabad 500082 TG IN,

Dear Sir,

Sub: Letter of Appointment for Independent Directors

Terms of Appointment of Independent Director

1. Appointment

You have been appointed as an Additional Director (Non-executive Independent Woman Director) on the Board of Directors of Mold-Tek Technologies Limited with effect from 27th December, 2021. Your appointment is subject to approval by the Shareholders as per the provisions of the Companies Act, 2013. Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013 and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

The term Independent Director should be construed as defined under the Companies Act, 2013 and the listing agreement.

The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

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 current Committee or any of the new Committee in future. Your appointment on such Committee(s) will be subject to the applicable regulations.

3. Time Commitments

You will be expected to devote such time as is necessary for the proper performance of your duties and as an independent Director you will be involved in a number of board and committee meetings each year. You should strive to attend all the scheduled quarterly Board Meetings, General Meetings; Committee Meetings as necessary.

4. Role, Duties and Liabilities

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

- I. You shall act in accordance with the Company's Articles of Association.
- II. 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
- III. You shall discharge your duties with due and reasonable care, skill and diligence.
- IV. 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.
- V. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.

VI. You shall not assign your office as Director and any assignments so made shall be void.

As an independent director you will be liable only in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

5. Remuneration

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 setting fees for meetings of the Board and its Committees and re-imbursment of expenses for attending the meeting as may be decided by the Board from time to time.

6. Conflict of Interest

By accepting this appointment you will be deemed to have confirmed that any other position you hold including your directorships in other organizations, shall not give rise to any conflicts of interest in relation to your appointment as an Independent Director of the Company. Should you become aware of any conflict or potential conflict during your appointment, you are expected to notify the Chairman/Company Secretary.

7. Confidentiality

All information acquired during your appointment is confidential and should not be released, either during your 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 the Company.

You are required to abide by the Code for Independent Directors, Code of Conduct for Directors and Code of Conduct for Prevention of Insider Trading for Employees, including Directors, as issued by the Company.

8 Indemnity and Insurance /Provision for Directors and officers (D & O) Insurance

The Company may obtain a Directors' & Officers' liability Insurance Policy for you. Details of the same will be provided by when such policy is taken by the Company

9. Induction & Training

Where possible, directors will be encouraged to attend special training courses by various professional bodies to ensure that the directors are refreshed and equipped to perform their role in the highest standards and performance possible. You should feel free to request any further information which you require, at any time.

10. Applicable Law

This letter of appointment shall be governed by the laws of India.

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.

It is a pleasure to have you on board. I am confident that your association, expertise and advice will immensely benefit the Company and the Board.

Yours sincerely

For MOLD-TEK TECHNOLOGIES LIMITED

Sd/-

J Lakshmana Rao
Chairman & Managing Director
DIN : 00649702



@ MOLD-TEK
Technologies Limited

02nd September 2014

Mr.P.Shyam Sunder Rao

Address

H.No.1-3-183/40/149,
Sri Lakshmi Nilayam,
Thallabasti,
Hyderabad - 500080.

Dear Sir,

Sub: Letter of Appointment for Independent Director

On behalf of all the Board Members of Mold-Tek Technologies Limited, I would like to express my gratitude to you, for your 16 years as an Independent Board Member. Your contributions have been significant.

The purpose of this letter is to inform you about the new provisions related to the Independent Director (ID) introduced under the new Company law i.e. Companies Act, 2013. The Act, 2013 has specifically defined the roles, duties, liabilities and the manner of appointment of IDs on the Board and various Committees of the Company. The newly enacted Companies Act 2013, and the recent amendments by SEBI to the Listing Agreement require, that a Company should issue appointment letter to all its Independent Directors.

You have already been a Member of the Board since 21-04-1998, and have been performing your expected role. However, in fulfillment of the requirements of the revised law, we are pleased to issue this formal appointment letter to you. This letter will set out the terms of your appointment and your roles, duties, responsibilities and liability as an Independent Director on the Board of Mold-Tek Technologies Limited.

Kindly return the duplicate copy of this letter, and the Terms of Appointment enclosed herewith, duly signed by you in confirmation.

We look forward to your continued support and guidance.

Thanking you,

For MOLD-TEK TECHNOLOGIES LIMITED

J Lakshmana Rao
Chairman & Managing Director
Encl: As above

Corporate Office :

Plot # 700, Road No. 36, Jubilee Hills, Hyderabad - 500 033, Andhra Pradesh, INDIA.
Phone : +91-40-40300300/01/02/03/04, Fax : +91-40-40300328, E-mai l: ir@moldtekindia.com
Website : www.moldtekindia.com CIN No: L25200TG1985PLC005631



Terms of Appointment of Independent Director

1. Appointment

You will be appointed as a Non-Executive Independent Director on the Board of Directors of Mold-Tek Technologies Limited with effect from 30th September 2014. Your appointment is subject to approval by the Shareholders as per the provisions of the Companies Act, 2013. Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013, and the listing agreement.

The term Independent Director should be construed as defined under the Companies Act, 2013, and the listing agreement.

The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the Listing Agreement.

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 Commitments

You will be expected to devote such time as is necessary for the proper performance of your duties and as an independent Director you will be involved in a number of board and committee meetings each year. You should strive to attend all the scheduled quarterly board meetings, General Meetings; Committee Meetings as necessary.

4. Role, Duties and Liabilities

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the listing agreement. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

- I. You shall act in accordance with the Company's Articles of Association.
- II. 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
- III. You shall discharge your duties with due and reasonable care, skill and diligence.
- IV. 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.
- V. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- VI. You shall not assign your office as Director and any assignments so made shall be void.

As an independent director you will be liable only in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

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5. Remuneration

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 setting fees for Meetings of the Board and its Committees and re-imbursement of expenses for attending the Meeting as may be decided by the Board from time to time.

6. Conflict of Interest

By accepting this appointment you will be deemed to have confirmed that any other position you hold including your directorships in other organizations, shall not give rise to any conflicts of interest in relation to your appointment as an Independent Director of the Company. Should you become aware of any conflict or potential conflict during your appointment, you are expected to notify the Chairman/Company Secretary.

7. Confidentiality

All information acquired during your appointment is confidential and should not be released, either during your 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 the Company.

You are required to abide by the Code for independent Directors, Code of Conduct for Directors and Code of Conduct for Prevention of Insider Trading for Employees, including Directors, as issued by the Company.

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9. Induction & Training

Where possible, directors will be encouraged to attend special training courses by various professional bodies to ensure that the directors are refreshed and equipped to perform their role in the highest standards and performance possible. You should feel free to request any further information which you require, at any time.

10. Applicable Law

This letter of appointment shall be governed by the laws of India.

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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.

If you are willing to accept these terms of appointment relating to your appointment as a Non - Executive Independent Director of the Company, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Thanking you,

For MOLD-TEK TECHNOLOGIES LIMITED



J Lakshmana Rao

Chairman & Managing Director

[DIN : 00649702]

I have read and agree to the above terms regarding my appointment as an Independent Non- Executive Director.

Signature:



Name : Mr.P.Shyam Sunder Rao

DIN : 01770064

Place : Hyderabad.



@ **MOLD-TEK**
Technologies Limited

02nd September 2014

Mr. C Vasant Kumar Roy

Address

501, Padmaja Paradise,
44, Srinagar Colony,
Hyderabad – 500073.

Dear Sir,

Sub: Letter of Appointment for Independent Director

On behalf of all the Board Members of Mold-Tek Technologies Limited, I would like to express my gratitude to you, for your 11 years as an Independent Board Member. Your contributions have been significant.

The purpose of this letter is to inform you about the new provisions related to the Independent Director (ID) introduced under the new Company law i.e. Companies Act, 2013. The Act, 2013 has specifically defined the roles, duties, liabilities and the manner of appointment of IDs on the Board and various Committees of the Company. The newly enacted Companies Act 2013, and the recent amendments by SEBI to the Listing Agreement require, that a Company should issue appointment letter to all its Independent Directors.

You have already been a Member of the Board since 29-03-2003, and have been performing your expected role. However, in fulfillment of the requirements of the revised law, we are pleased to issue this formal appointment letter to you. This letter will set out the terms of your appointment and your roles, duties, responsibilities and liability as an Independent Director on the Board of Mold-Tek Technologies Limited.

Kindly return the duplicate copy of this letter, and the Terms of Appointment enclosed herewith, duly signed by you in confirmation.

We look forward to your continued support and guidance.

Thanking you,

For MOLD-TEK TECHNOLOGIES LIMITED

J Lakshmana Rao
Chairman & Managing Director
Encl: As above

Corporate Office :

Plot # 700, Road No. 36, Jubilee Hills, Hyderabad - 500 033, Andhra Pradesh, INDIA.
Phone : +91-40-40300300/01/02/03/04, Fax : +91-40-40300328, E-mai l: ir@moldtekindia.com
Website : www.moldtekindia.com CIN No: L25200TG1985PLC005631

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Terms of Appointment of Independent Director

1. Appointment

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As an independent director you will be liable only in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

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5. Remuneration

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 setting fees for Meetings of the Board and its Committees and re-imbusement of expenses for attending the Meeting as may be decided by the Board from time to time.

6. Conflict of Interest

By accepting this appointment you will be deemed to have confirmed that any other position you hold including your directorships in other organizations, shall not give rise to any conflicts of interest in relation to your appointment as an Independent Director of the Company. Should you become aware of any conflict or potential conflict during your appointment, you are expected to notify the Chairman/Company Secretary.

7. Confidentiality

All information acquired during your appointment is confidential and should not be released, either during your 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 the Company.

You are required to abide by the Code for independent Directors, Code of Conduct for Directors and Code of Conduct for Prevention of Insider Trading for Employees, including Directors, as issued by the Company.

8 Indemnity and Insurance /Provision for Directors and officers (D & O) Insurance

The Company may obtain a Directors' & Officers' liability Insurance Policy for you. Details of the same will be provided by when such policy is taken by the Company

9. Induction & Training

Where possible, directors will be encouraged to attend special training courses by various professional bodies to ensure that the directors are refreshed and equipped to perform their role in the highest standards and performance possible. You should feel free to request any further information which you require, at any time.

10. Applicable Law

This letter of appointment shall be governed by the laws of India.

@

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.

If you are willing to accept these terms of appointment relating to your appointment as a Non - Executive Independent Director of the Company, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Thanking you,

For MOLD-TEK TECHNOLOGIES LIMITED



J Lakshmana Rao

Chairman & Managing Director

[DIN : 00649702]

I have read and agree to the above terms regarding my appointment as an Independent Non- Executive Director.

Signature:



Name : Mr. C Vasant Kumar Roy

DIN : 01102102

Place : Hyderabad



@ MOLD-TEK
Technologies Limited

02nd September 2014

Dr.G.Surya Prakash

Address

12-13-1241, Street.No-8,
BS Andhra Bank Lane,
Tarnaka, Secunderabad – 500007.

Dear Sir,

Sub: Letter of Appointment for Independent Director

On behalf of all the Board Members of Mold-Tek Technologies Limited, I would like to express my gratitude to you, for your 4 years as an Independent Board Member. Your contributions have been significant.

The purpose of this letter is to inform you about the new provisions related to the Independent Director (ID) introduced under the new Company law i.e. Companies Act, 2013. The Act, 2013 has specifically defined the roles, duties, liabilities and the manner of appointment of IDs on the Board and various Committees of the Company. The newly enacted Companies Act 2013, and the recent amendments by SEBI to the Listing Agreement require, that a Company should issue appointment letter to all its Independent Directors.

You have already been a Member of the Board since 01-01-2010, and have been performing your expected role. However, in fulfillment of the requirements of the revised law, we are pleased to issue this formal appointment letter to you. This letter will set out the terms of your appointment and your roles, duties, responsibilities and liability as an Independent Director on the Board of Mold-Tek Technologies Limited.

Kindly return the duplicate copy of this letter, and the Terms of Appointment enclosed herewith, duly signed by you in confirmation.

We look forward to your continued support and guidance.

Thanking you,

For MOLD-TEK TECHNOLOGIES LIMITED

J Lakshmana Rao
Chairman & Managing Director
Encl: As above

Corporate Office :

Plot # 700, Road No. 36, Jubilee Hills, Hyderabad - 500 033, Andhra Pradesh, INDIA.
Phone : +91-40-40300300/01/02/03/04, Fax : +91-40-40300328, E-mail : ir@moldtekindia.com
Website : www.moldtekindia.com CIN No: L25200TG1985PLC005631



Terms of Appointment of Independent Director

1. Appointment

You will be appointed as a Non-Executive Independent Director on the Board of Directors of Mold-Tek Technologies Limited with effect from 30th September 2014. Your appointment is subject to approval by the Shareholders as per the provisions of the Companies Act, 2013. Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013, and the listing agreement.

The term Independent Director should be construed as defined under the Companies Act, 2013, and the listing agreement.

The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the Listing Agreement.

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 Commitments

You will be expected to devote such time as is necessary for the proper performance of your duties and as an independent Director you will be involved in a number of board and committee meetings each year. You should strive to attend all the scheduled quarterly board meetings, General Meetings; Committee Meetings as necessary.

4. Role, Duties and Liabilities

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the listing agreement. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

- I. You shall act in accordance with the Company's Articles of Association.
- II. 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
- III. You shall discharge your duties with due and reasonable care, skill and diligence.
- IV. 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.
- V. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- VI. You shall not assign your office as Director and any assignments so made shall be void.

As an independent director you will be liable only in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

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5. Remuneration

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 setting fees for Meetings of the Board and its Committees and re-imbursement of expenses for attending the Meeting as may be decided by the Board from time to time.

6. Conflict of Interest

By accepting this appointment you will be deemed to have confirmed that any other position you hold including your directorships in other organizations, shall not give rise to any conflicts of interest in relation to your appointment as an Independent Director of the Company. Should you become aware of any conflict or potential conflict during your appointment, you are expected to notify the Chairman/Company Secretary.

7. Confidentiality

All information acquired during your appointment is confidential and should not be released, either during your 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 the Company.

You are required to abide by the Code for independent Directors, Code of Conduct for Directors and Code of Conduct for Prevention of Insider Trading for Employees, including Directors, as issued by the Company.

8. Indemnity and Insurance /Provision for Directors and officers (D & O) Insurance

The Company may obtain a Directors' & Officers' liability Insurance Policy for you. Details of the same will be provided by when such policy is taken by the Company

9. Induction & Training

Where possible, directors will be encouraged to attend special training courses by various professional bodies to ensure that the directors are refreshed and equipped to perform their role in the highest standards and performance possible. You should feel free to request any further information which you require, at any time.

10. Applicable Law

This letter of appointment shall be governed by the laws of India.

©

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.

If you are willing to accept these terms of appointment relating to your appointment as a Non - Executive Independent Director of the Company, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Thanking you,

For MOLD-TEK TECHNOLOGIES LIMITED



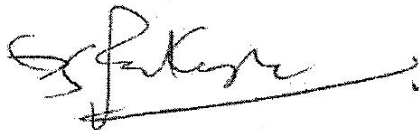
J Lakshmana Rao

Chairman & Managing Director

[DIN : 00649702]

I have read and agree to the above terms regarding my appointment as an Independent Non- Executive Director.

Signature:



Name : Dr.G.Surya Prakash

DIN : 02891694

Place : Secunderabad



© **MOLD-TEK**
Technologies Limited

02nd September 2014

Dr. K.Venkata Appa Rao

Address

Bobbili Eye Hospital ,
Vijayanagaram,
Bobbili - 535558

Dear Sir,

Sub: Letter of Appointment for Independent Director

On behalf of all the Board Members of Mold-Tek Technologies Limited, I would like to express my gratitude to you, for your 13 years as an Independent Board Member. Your contributions have been significant.

The purpose of this letter is to inform you about the new provisions related to the Independent Director (ID) introduced under the new Company law i.e. Companies Act, 2013. The Act, 2013 has specifically defined the roles, duties, liabilities and the manner of appointment of IDs on the Board and various Committees of the Company. The newly enacted Companies Act 2013, and the recent amendments by SEBI to the Listing Agreement require, that a Company should issue appointment letter to all its Independent Directors.

You have already been a Member of the Board since 31-01-2001, and have been performing your expected role. However, in fulfillment of the requirements of the revised law, we are pleased to issue this formal appointment letter to you. This letter will set out the terms of your appointment and your roles, duties, responsibilities and liability as an Independent Director on the Board of Mold-Tek Technologies Limited.

Kindly return the duplicate copy of this letter, and the Terms of Appointment enclosed herewith, duly signed by you in confirmation.

We look forward to your continued support and guidance.

Thanking you,

For MOLD-TEK TECHNOLOGIES LIMITED

J Lakshmana Rao
Chairman & Managing Director
Encl: As above

Corporate Office :

Plot # 700, Road No. 36, Jubilee Hills, Hyderabad - 500 033, Andhra Pradesh, INDIA.
Phone : +91-40-40300300/01/02/03/04, Fax : +91-40-40300328, E-mai l: ir@moldtekindia.com
Website : www.moldtekindia.com CIN No: L25200TG1985PLC005631

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Terms of Appointment of Independent Director

1. Appointment

You will be appointed as a Non-Executive Independent Director on the Board of Directors of Mold-Tek Technologies Limited with effect from 30th September 2014. Your appointment is subject to approval by the Shareholders as per the provisions of the Companies Act, 2013. Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013, and the listing agreement.

The term Independent Director should be construed as defined under the Companies Act, 2013, and the listing agreement.

The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the Listing Agreement.

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 Commitments

You will be expected to devote such time as is necessary for the proper performance of your duties and as an independent Director you will be involved in a number of board and committee meetings each year. You should strive to attend all the scheduled quarterly board meetings, General Meetings; Committee Meetings as necessary.

4. Role, Duties and Liabilities

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the listing agreement. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

- I. You shall act in accordance with the Company's Articles of Association.
- II. 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
- III. You shall discharge your duties with due and reasonable care, skill and diligence.
- IV. 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.
- V. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- VI. You shall not assign your office as Director and any assignments so made shall be void.

As an independent director you will be liable only in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

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5. Remuneration

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 setting fees for Meetings of the Board and its Committees and re-imbursement of expenses for attending the Meeting as may be decided by the Board from time to time.

6. Conflict of Interest

By accepting this appointment you will be deemed to have confirmed that any other position you hold including your directorships in other organizations, shall not give rise to any conflicts of interest in relation to your appointment as an Independent Director of the Company. Should you become aware of any conflict or potential conflict during your appointment, you are expected to notify the Chairman/Company Secretary.

7. Confidentiality

All information acquired during your appointment is confidential and should not be released, either during your 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 the Company.

You are required to abide by the Code for independent Directors, Code of Conduct for Directors and Code of Conduct for Prevention of Insider Trading for Employees, including Directors, as issued by the Company.

8 Indemnity and Insurance /Provision for Directors and officers (D & O) Insurance

The Company may obtain a Directors' & Officers' liability Insurance Policy for you. Details of the same will be provided by when such policy is taken by the Company

9. Induction & Training

Where possible, directors will be encouraged to attend special training courses by various professional bodies to ensure that the directors are refreshed and equipped to perform their role in the highest standards and performance possible. You should feel free to request any further information which you require, at any time.

10. Applicable Law

This letter of appointment shall be governed by the laws of India.

©

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.

If you are willing to accept these terms of appointment relating to your appointment as a Non - Executive Independent Director of the Company, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Thanking you,

For MOLD-TEK TECHNOLOGIES LIMITED



J Lakshmana Rao

Chairman & Managing Director

[DIN : 00649702]

I have read and agree to the above terms regarding my appointment as an Independent Non- Executive Director.

Signature:



Name : Dr. K.Venkata Appa Rao

DIN : 01741020

Place : Bobbili.



@ **MOLD-TEK**
Technologies Limited

02nd September 2014

Mr.M.Srinivas

Address

HIG-29, Plase-IX,
KPHB Colony, Kukatpally
Hyderabad – 500072.

Dear Sir,

Sub: Letter of Appointment for Independent Director

On behalf of all the Board Members of Mold-Tek Technologies Limited, I would like to express my gratitude to you, for your 6 years as an Independent Board Member. Your contributions have been significant.

The purpose of this letter is to inform you about the new provisions related to the Independent Director (ID) introduced under the new Company law i.e. Companies Act, 2013. The Act, 2013 has specifically defined the roles, duties, liabilities and the manner of appointment of IDs on the Board and various Committees of the Company. The newly enacted Companies Act 2013, and the recent amendments by SEBI to the Listing Agreement require, that a Company should issue appointment letter to all its Independent Directors.

You have already been a Member of the Board since 27-08-2008, and have been performing your expected role. However, in fulfillment of the requirements of the revised law, we are pleased to issue this formal appointment letter to you. This letter will set out the terms of your appointment and your roles, duties, responsibilities and liability as an Independent Director on the Board of Mold-Tek Technologies Limited.

Kindly return the duplicate copy of this letter, and the Terms of Appointment enclosed herewith, duly signed by you in confirmation.

We look forward to your continued support and guidance.

Thanking you,

For MOLD-TEK TECHNOLOGIES LIMITED

J Lakshmana Rao
Chairman & Managing Director
Encl: As above

Corporate Office :

Plot # 700, Road No. 36, Jubilee Hills, Hyderabad - 500 033, Andhra Pradesh, INDIA.
Phone : +91-40-40300300/01/02/03/04, Fax : +91-40-40300328, E-mail : ir@moldtekindia.com
Website : www.moldtekindia.com CIN No: L25200TG1985PLC005631

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Terms of Appointment of Independent Director

1. Appointment

You will be appointed as a Non-Executive Independent Director on the Board of Directors of Mold-Tek Technologies Limited with effect from 30th September 2014. Your appointment is subject to approval by the Shareholders as per the provisions of the Companies Act, 2013. Your appointment is also subject to the maximum permissible Directorships that one can hold as per the provisions of the Companies Act, 2013, and the listing agreement.

The term Independent Director should be construed as defined under the Companies Act, 2013, and the listing agreement.

The Company has adopted the provisions with respect to appointment and tenure of Independent Directors which is consistent with the Companies Act, 2013 and the Listing Agreement.

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 Commitments

You will be expected to devote such time as is necessary for the proper performance of your duties and as an independent Director you will be involved in a number of board and committee meetings each year. You should strive to attend all the scheduled quarterly board meetings, General Meetings; Committee Meetings as necessary.

4. Role, Duties and Liabilities

Your role and duties will be those normally required of a Non-Executive Independent Director under the Companies Act, 2013 and the listing agreement. There are certain duties prescribed for all Directors, both Executive and Non-Executive, which are fiduciary in nature and are as under:

- I. You shall act in accordance with the Company's Articles of Association.
- II. 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
- III. You shall discharge your duties with due and reasonable care, skill and diligence.
- IV. 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.
- V. You shall not achieve or attempt to achieve any undue gain or advantage either to yourself or to your relatives, partners or associates.
- VI. You shall not assign your office as Director and any assignments so made shall be void.

As an independent director you will be liable only in respect of such acts of omission or commission by a company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

②

5. Remuneration

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 setting fees for Meetings of the Board and its Committees and re-imbursement of expenses for attending the Meeting as may be decided by the Board from time to time.

6. Conflict of Interest

By accepting this appointment you will be deemed to have confirmed that any other position you hold including your directorships in other organizations, shall not give rise to any conflicts of interest in relation to your appointment as an Independent Director of the Company. Should you become aware of any conflict or potential conflict during your appointment, you are expected to notify the Chairman/Company Secretary.

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The Company may obtain a Directors' & Officers' liability Insurance Policy for you. Details of the same will be provided by when such policy is taken by the Company

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Where possible, directors will be encouraged to attend special training courses by various professional bodies to ensure that the directors are refreshed and equipped to perform their role in the highest standards and performance possible. You should feel free to request any further information which you require, at any time.

10. Applicable Law

This letter of appointment shall be governed by the laws of India.

@

Continuation Sheet.....

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.

If you are willing to accept these terms of appointment relating to your appointment as a Non - Executive Independent Director of the Company, kindly confirm your acceptance of these terms by signing and returning to us the enclosed copy of this letter.

Thanking you,

For MOLD-TEK TECHNOLOGIES LIMITED



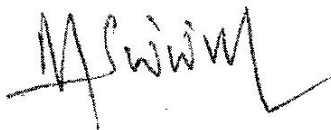
J Lakshmana Rao

Chairman & Managing Director

[DIN : 00649702]

I have read and agree to the above terms regarding my appointment as an Independent Non- Executive Director.

Signature:



Name : Mr.M.Srinivas

DIN : 01311417

Place : Hyderabad