

Date: 09.02.2018

ARUN DASH
40, Flat No 310, Bilden Swarganga,
4th Cross, 3rd Main, Jakkasandra,
Koramangala, Bangalore,
Karnataka – 560034, India

Dear Arun,

Sub: Appointment as an Independent Director of Otc International Limited

We are glad to inform that you have been appointed as an Additional Director (Non-Executive and Independent) on the Board of the Company. The information and terms & conditions related to your appointment are as under:

TERMS AND CONDITIONS

APPOINTMENT:

1. You have been appointed as an Additional Director and will be an Independent Director on the board of the company with effect from February 09, 2018. Your appointment as an Independent Director will take effect from February 09, 2018 for a consecutive term of 5 years, subject to the approval of the shareholders at the ensuing General Meeting unless otherwise terminated earlier by either side in terms of section 168 or section 169 of the Act as applicable. As an Independent Director you will not be liable to retire by rotation. Any re-appointment shall be on the basis of report of performance evaluation presented by the other Directors on the Board.
2. The Board, in order to derive benefit out of your rich and varied experience, may request and nominate you to serve on one or more Committees of the Board during his tenure.
3. The Board expects you to dedicate sufficient time and attention towards the business affairs of the company and participate actively / constructively in:
 - all meetings of the Board;
 - Committee(s) in which you are a member or chairperson; and
 - General Meeting of the Company
4. By accepting the appointment, you confirm that you will be in a position to allocate sufficient time to meet the expectations of your role as an Independent Director in the company.

ROLE:

- a) In addition to the role specified under Schedule IV of the Act, you are expected to bring an independent judgement to the Board's deliberations especially on issues of strategy, performance, risk management, resources, key appointments and standards of conduct.

- b) You are further expected to provide an objective view in the evaluation of performance of Board and management and further scrutinize the performance of management in meeting agreed goals and objectives.

DUTIES:

- a) You will adhere to the below mentioned Duties as specified under Section 166 of the Act in additions to the duties mandated under Schedule IV of the Act:
 - (i) Subject to the provisions of this Act, you shall act in accordance with the Articles of Association of the Company.
 - (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 exercise your duties with due and reasonable care, skill and diligence and shall exercise independent judgement.
 - (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 and if found guilty of making any undue gain, you shall be liable to pay an amount equal to that gain to the company.
 - (vi) You shall not assign your office as Director and any assignments so made shall be void.

LIABILITIES:

- a) As an Independent Director of the Company you shall have the same responsibility like any other Director on the Board. However, you shall be held liable, in respect of such acts of omission or commission of the company which had occurred with your knowledge, attributable through Board processes, and with your consent or connivance or where you had not acted diligently.

STATUS OF APPOINTMENT / REMUNERATION

1. You will not be an employee of the Company and this letter shall not constitute a contract of employment.
2. 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 from time to time.
3. You will have no entitlement for any bonus or employee stock option scheme (presently company don't have any employee stock option scheme).

INSURANCE:

1. Presently, Company doesn't have any Directors' and Officers' liability insurance, however, if in future Company opt for taking such insurance policy, it will be endeavor of the Company to cover you for the full term of your appointment.

OTHER COMPLIANCES:

- a) During your tenure as an Independent Director you will comply with all applicable and related provisions of the Act, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (Including any statutory or other modification or re-enactment thereof) and any other applicable law or regulations in force.
- b) You are requested to maintain the limits of Directorship / Committee membership / and Chairmanship as required under Section 165 of the Act read with the applicable rules made thereunder and as per SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.
- c) At the first meeting of the Board in every financial year or whenever there is any change in the circumstances which may affect your status as an Independent Director, you are required to give a declaration to that effect confirming that you meet the criteria of Independence (as required under Section 149(6) / 149(7) of the Act).
- d) You are requested to furnish disclosure of interest to the company as required under section 184 and 164(2) of the Act as well as avoid any conflicts.
- e) During your tenure with the Company in case you get disqualified as provided in Section 164(1) of the Act, you are requested to intimate the Company.

CONFLICT OF INTEREST:

1. It is accepted that you may have business interests other than those of the Company. 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 and at subsequent applicable times.
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 judgement that you are independent, this should be disclosed to the Chairman or Company Secretary.

CONFIDENTIALITY:

All information acquired during your appointment is confidential to Company and should not be released, either during your appointment or afterwards unless required by law or by the rules of any stock exchange or regulatory body.

REVIEW PROCESS:

- a) Your performance as an Independent Director will be evaluated by the Board as per the evaluation criteria laid down by the Nomination and Remuneration Committee of the Company.
- b) After due review of your performance, it shall be determined whether to extend or continue your term.

Resignation / 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. Further, 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.

PUBLICATION OF LETTER OF APPOINTMENT

In terms of Schedule IV of the Act and subject to the approval of shareholders at the ensuing General Meeting, your letter of appointment will be displayed on the Company's website; www.otcointernational.in and the same shall be open for inspection at the registered office of the company by any member during normal business hours.

General

This letter is governed by and will be interpreted in accordance with Indian laws and will be subject to jurisdiction of the Indian courts.

Kindly confirm the acceptance of this letter.

With regards,

Yours sincerely

Sd/-

Subrahmaniya Sivam Ramamurthy
Chairman & Director

I accept the appointment letter as Additional Director (Non-Executive and Independent) of the Company.

Sign: sd/-

Name: ARUN DASH

DIN: 07972670