

**MANAPPURAM FINANCE LIMITED**  
**EMPLOYEE STOCK OPTION SCHEME 2016**  
**[MAFIL ESOS 2016]**

**1. SHORT TITLE, EXTENT AND COMMENCEMENT**

- a) The Scheme shall be called the "Manappuram Finance Limited Employee Stock Option Scheme 2016", hereinafter referred to as "MAFIL ESOS 2016" or "ESOS 2016" or "the Scheme".
- b) The Scheme has been framed in accordance with the Securities and Exchange Board of India (Share Based Employee Benefits) Regulations, 2014.
- c) It shall apply to Eligible Employees.
- d) It shall come into force on the date of their approval by the shareholders.
- e) MAFIL ESOS 2016 shall be subject to all applicable laws, rules, and regulations.

**2. OBJECTIVE OF THE SCHEME**

- a) The Scheme is intended to reward the Eligible Employees including non-promoter whole-time directors based on their performance, as an incentive to attract and retain the best available talent, to ensure long term commitment to the Company. The Scheme encourages individual ownership of the Company by Eligible Employees, by motivating them to contribute to the growth and development of the Company through ownership interest and thereby helping to achieve the ultimate objective of enhancing the enterprise value. The Scheme is a manifestation of the confidence reposed by the management on Eligible Employees of the Company and an opportunity to reward them for their outstanding services.
- b) The MAFIL ESOS 2016 is established with effect from 05/07/2016 being the date of passing of the special resolution of the shareholders through postal ballot conducted by the Company to this effect. In principal approval of the BSE was obtained on \_\_\_\_\_ and NSE on \_\_\_\_\_. No period has been set for the validity of the Scheme. The Scheme shall have effect unless otherwise decided by the Board of Directors of the Company.
- c) The MAFIL ESOS 2016 will run parallel to ESOS 2009 scheme until the options so far granted under the ESOS 2009 either gets exercised or lapses or the Board terminates the same.

**3. INTERPRETATION**

- a) In this Scheme, unless the context otherwise requires,
  - (i). "Act" means the Companies Act, 2013 and rules and regulations framed there under.



- (ii). "Board" means the Board of Directors of the Company.
- (iii). "Company" means Manappuram Finance Limited and includes its successors.
- (iv). "Compensation Committee" or CC means the Nomination and Remuneration Committee of the Directors of the Company duly constituted by the Board of Directors in accordance with Section 178 of the Companies Act, 2013.
- (v). "Director" means a member of the Board of Directors of the Company, whether a whole time director or not, but excluding a Director of the Company who either by himself or through his relative or through anybody corporate directly or indirectly holds more than 10% of the outstanding equity capital of the Company a director belonging to the promoter group, a nominee director and an independent director.
- (vi). "Effective Date" shall be the date on which the Compensation Committee may decide to grant Options under this Scheme from time to time.
- (vii). "Eligible Employees" means (i) a permanent employee of the Company working in India or outside India; or (ii) a director of the Company, whether whole time director or not; or (iii) an employee, as defined in sub-clauses (i) or (ii) in this Para, of a Subsidiary Company, in India or outside of the Company, but excludes
  - a. an employee who is a Promoter or belongs to the Promoter Group;
  - b. a director who either by himself or through his relatives or through any-body corporate, directly or indirectly holds more than 10% of the outstanding Shares of the Company;
  - c. an independent director within the meaning of the Companies Act, 2013 and Clause 49 of the Listing Agreement as prescribed by Securities Exchange Board of India (SEBI), as applicable
  - d. a nominee director;
- (viii). "ESOS Shares" means Shares of the Company arising upon Exercise of Options granted under ESOS 2016.
- (ix). "Exercise" means making of an application by an Eligible Employee to the Company for issue of Shares against vested Options.
- (x). "Exercise Period" means a period of one year and 30 days from the date of vesting of the respective tranche within which period the Eligible Employee should exercise his right through the Exercise Window to apply for ESOS Shares, against Options vested in him in pursuance of the Scheme. However, the Eligible Employee has a right to exercise the Options vested in the first tranche and second tranche on or before the expiry of the Exercise Period of the third tranche.
- (xi). "Exercise Price" means the price payable by the Eligible Employee for the purpose of exercising the Option granted to him in pursuance of the Scheme.
- (xii). "Exercise Window" means a period of 30 days running continuously upon expiry of each half year counted from the date of vesting of options during the Exercise Period.



- (xiii). "Fair value of an Option" means the fair value calculated in accordance with accounting policies specified in the regulation 15 of SEBI (Share Based Employee Benefits) Regulations, 2014.
- (xiv). "Grant" means the issue of Options to Eligible Employees under the Scheme.
- (xv). "Letter of Grant" is the letter to be issued by the Company intimating Eligible Employees about Options granted to them.
- (xvi). "Market Price" means the latest available closing price on a recognized stock exchange on which the Shares of the Company are listed on the date immediately prior to the Effective Date.
- (xvii). "Option" means the option given to an Eligible Employee which gives such employee a right but not an obligation, to purchase or subscribe at a future date, the Shares offered by the Company at a pre-determined price.
- (xviii). "Option Grantee" means the holder of an Option granted as per the Scheme.
- (xix). "Promoter" for the purpose of this Scheme shall have the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure) Requirements, 2009.
- (xx). "Promoter Group" for the purpose of this Scheme shall have the same meaning assigned to it under the Securities and Exchange Board of India (Issue of Capital and Disclosure) Requirements, 2009.
- (xxi). "Permanent Disability" means, with respect to a person, a physical or mental impairment of sufficient severity that, in the opinion of the Company, the person is unable to continue performing the duties the person performed before such impairment and that impairment or condition is cited by the Company as the reason for termination of the person's employment with the Company.
- (xxii). "Scheme" shall mean MAFIL ESOS 2016 of the Company proposing to provide share based benefits to its employees, which may be implemented and administered by the Company directly, in accordance with the Regulations.
- (xxiii). "Shares" means Shares of the Company which are issued and allotted by the Company to the Option Grantee in pursuance of ESOS 2016.
- (xxiv). "Regulations" means SEBI (Share Based Employee Benefits) Regulations, 2014 as amended from time to time.
- (xxv). "Shares" means equity shares and securities convertible into equity shares and shall include American Depository Receipts (ADRs), Global Depository Receipts (GDRs), Indian Depository Receipts (IDR) or other depository receipts representing underlying equity shares or securities convertible into equity shares.
- (xxvi). "Vesting" means the process by which the right to apply for Shares accrues to Eligible Employees against the Options granted to them.
- (xxvii). "Vesting Period" means the period during which the Vesting takes place in pursuance to ESOS 2016.

b) In this Scheme, unless a contrary interpretation is warranted:



i) the headings used for clauses are for ease of reference only and shall not be relevant for interpretation.

ii) a general reference to a clause number includes reference to relevant or all sub-clauses under the clause so referred.

iii) words in singular is deemed to include plural and vice-versa.

iv) words importing a specific gender is deemed to include any other gender also

c) All other terms and expressions not defined in this Scheme shall have the same meaning as have been assigned to them under the Regulations, Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act, 1956, SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2009, SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Companies Act, 2013 and all statutory modifications or re-enactments thereof, as the case may be.

#### **4. OFFER UNDER THE SCHEME**

a) The offer under the Scheme to grant options to an employee is not an obligation but is purely at the discretion of the Compensation Committee.

b) The maximum number of Options that can be granted to the Eligible Employees under the Scheme shall not at any point of time exceed 3% of the paid-up share capital of the Company from time to time, excluding Shares contributed by way of gift by the Promoters or by persons in the Promoter Group or any other existing shareholders of the Company in pursuance to implementation of ESOS.

c) The maximum number of Options that can be granted to a single Eligible Employee shall not exceed 7,00,000 (Seven Lakhs) Options in a single grant.

d) The Company may from time to time increase the number of Options available for being granted under the Scheme in a dynamic manner concomitant with the maximum quantum as a percentage of paid-up capital as provided in the Scheme.

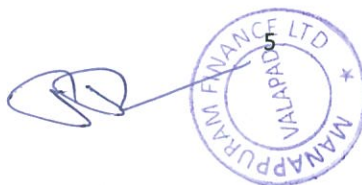
e) Any Options not taken up or not exercised and which have lapsed or forfeited or lapsed shall form part of the maximum number of Options that are eligible to be granted as per the Scheme.

#### **5. COMPENSATION COMMITTEE**

a) CC is generally empowered to administer the Scheme directly as stipulated in the Scheme. Provided that no member of such CC shall be held liable for any action collectively taken in good faith in terms of the Scheme or for securing effective and proper compliance of Regulations.



- b) All questions on interpretation of this Scheme or the Regulations shall be determined by the CC and such determination shall be final and binding on Eligible Employees, or such other person who is in any way connected to this Scheme. The resolutions of the CC for the purpose of implementation of this Scheme shall be passed either in meeting or by circulation, in compliance of the Act and the Secretarial Standards, as may be applicable.
- b) Company Secretary of the Company or any other person, as the CC may decide from time to time, shall act as the Compliance Officer for the implementation of the Scheme and he shall act as the Secretary of CC.
- c) CC shall –
- i) Ensure compliance of all regulatory requirements;
  - ii) Meet at such time and place as may be necessary and convenient for the purpose of taking decisions to administer the Scheme effectively.
  - iii) Recommend to the Board of Directors of the Company to make Grants from time to time.
  - iv) Recommend to the Board to allot shares against the Options exercised from time to time.
  - v) Recommend to cancel the Grants made to Option Grantees in pursuance of para (d)(xiii) infra.
- d) Subject to review by Board of Directors of the Company, decision of CC shall be final as regards the following matters:
- i. Lay down the criteria for being regarded as Eligible Employees.
  - ii. Determining who are entitled to be regarded as Eligible Employees from time to time.
  - iii. Approving the appraisal process followed by the management of the Company so as to factor the result of such process suitably while carrying out the Grant.
  - iv. Determining the number of Options per Eligible Employees depending upon his category, number of years of his service, position occupied and grade.
  - v. Determine the terms and conditions subject to which the Options Granted would vest in the Employee.
  - vi. Determine the date of Vesting of the Options.
  - vii. Determining the terms and conditions including the exercise price subject to which Vested Options can be exercised by Eligible Employees either in one go or in tranches within the exercise period.
  - viii. the number of Options to be reserved, if any, for accommodating new employees who may join the services of the Company after commencement of the Scheme subject to their eligibility.
  - ix. Determining any issue relating to unvested Options, expired Options and such other matter as the Board of Directors of the Company may from time to time entrust to CC.



- x. Determining the suitable adjustments to be made for Grant of Options or for cancellation of Vested Options, before or after Exercise, in case of Eligible Employees who are on long sanctioned leave.
- xi. Eligibility and procedure for exercise of cashless Options.
- xii. The grant, vesting and exercise of Options in case of Eligible Employees who are in sabbatical or long leave.
- xiii. Determining the circumstances in which and the extent to which, Vested Options, before Exercise, would lapse or are liable to be cancelled, upon termination of employment on account of resignation or indiscipline or misconduct or for other reasons such as loss or damage to life and property or persistent defaults arising from negligence or otherwise, persistent under performance or shoddy performance caused by an Options Grantee. Provided cancelling exercised Options before actual issue of shares against such Options shall require prior approval of the Board of Directors.
- xiv. Framing suitable policies and systems to ensure that there is no violation of the Regulations, Securities and Exchange Board of India (Insider Trading) Regulations, 2015 and Securities Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 1995, by any eligible employee.
- xv. Approving re-issue of forfeited / lapsed / cancelled Options.
- xvi. Deciding the procedure for making reasonable adjustment to Grant size and/or Exercise Price of Options in the case of any intervening corporate action such as bonus issue, rights issue, Share split, sub-division, consolidation of Shares, merger, acquisition, demerger, sale of division or undertaking. For this purpose, the CC may consider the following factors:
  - a) the number and price of the Shares shall be adjusted in a manner that the total values of Shares remain the same after the said corporate action;
  - b) for the said purpose, global practices in this area including the procedures followed by the derivative markets in India and abroad shall be considered;
  - c) the vesting period and the life of the Options shall be left unaltered as far as possible to protect the rights of the option holders.
- e) To remove difficulties and to settle all issues that may arise in connection with any question relating to the Scheme. Provided the decision of CC shall be final and binding upon any Eligible Employee who may be aggrieved as a result of anything done or omitted to be done under the Scheme.
- f) To do all such acts, deeds and things as may be necessary, subject to approval of Board of Directors of the Company.

**6. TERMS UNDER THE SCHEME:**



**a) Grant of Options**

- i) The Scheme envisages a total grant of Options up to maximum limit not exceeding 3% of the paid-up share capital of the Company from time to time (excluding the Shares that are contributed by way of gift by the Promoters or by persons in the Promoter Group or any other existing shareholders of the Company) for ESOS in this Scheme, subject to various terms and conditions as prescribed by the Board of Directors of the Company and / or CC from time to time.
- ii) On every Effective Date, CC shall take out a list of Eligible Employees and the number of Options to be granted to each one of them under ESOS.
- iii) CC shall intimate Eligible Employees about the Grant by means of a written communication containing details of the number of Options Granted, the Date of Grant, Vesting Process, Vesting Period, Exercise Period, Exercise Price payable at the time of each Exercise together with an Application Form for exercising the Options during the Exercise Period.
- iv) Options shall be granted under the Scheme after obtaining approval of the Shareholders of the Company for MAFIL ESOS 2016.
- v) Upon Exercise, subject to terms and conditions of the Scheme and without prejudice to the special circumstances specified under Clause 5(d)(xiii) due to which Vested / Exercised Options may lapse and the procedure for making necessary Exercise application and in consideration of their making payment equivalent to the Exercise Price fixed by the CC per Option as communicated by the Company to the grantee.

**b) Vesting of Options**

The Compensation Committee (CC) shall be empowered to choose the mode of vesting in respect of the options granted, either on accelerated basis or on graded basis as follows:

- (i) Accelerated basis vesting shall happen in respect of those Eligible Employees chosen or specified by the CC such that all the options granted to such employees shall vest immediately on the expiry of 12 months from the Effective Date.
- (ii) Graded vesting shall happen in a graded basis in three tranches over a period of three years in respect of those Eligible Employees chosen or specified by the CC @ 30% each in the first and second year and the balance 40% in the third year from the effective date as follows:
  - a) The first tranche of 30% shall be vested when a period of 12 months would expire from the Effective Date.
  - b) The second tranche of 30% shall be vested when a period of 24 months would expire from the Effective Date.



- c) The third tranche of 40% shall be vested when a period of 36 months would expire from the Effective Date.
- (iii) In respect of options that are already vested on graded vesting basis, the CC shall have the liberty to shift certain Grantee (s) or all Grantees from graded vesting to accelerated vesting to enable the accelerated vesting of options that are yet to be vested as decided by the CC.

**c) Entitlement of Shares**

Each Option shall entitle the Grantee to apply for and seek allotment or transfer of one Share, as the case may be.

**d) Lock-in Period Post issue of Shares under Scheme**

There shall be no lock in period of the Shares allotted or transferred under the Scheme.

**e) Exercise of Options**

- i. The Grantee may exercise all or any of the Options Granted under the Scheme at Exercise Price as communicated.
- ii. The Grantee shall exercise all or any of the Options vested during the Exercise Period and the Exercise Window.
- iii. Applications duly filled in and signed by the Grantees and payment towards Exercise Price should be sent to the Company Secretary for allotment of Shares against Options.
- iv. Until Shares are allotted upon exercise by the Option Grantee, no rights to vote or receive dividends or any other rights as a shareholder shall exist notwithstanding the exercise of Option.
- v. CC shall review the position and prepare a consolidated list of Eligible Employees who have exercised Options vested in them and to whom Shares under the Scheme should be allotted after duly taking into consideration those Eligible Employees whose entitlement ought to be cancelled or lapsed due to existence of circumstances determined by CC in accordance with the Scheme.
- vi. In case the Eligible Employees do not exercise the Options within the Exercise Period, the Options shall lapse on the expiry of the Exercise Period and no rights will accrue after that date.

**f) Non transferability of Options**

The Options granted to the Eligible Employees are not transferable. If an Option granted is pledged, hypothecated, mortgaged or otherwise alienated in any other manner, no Shares shall accrue against such Option.





**g) Right of Legal Heirs**

- i) In the event of death of a Grantee, all vested Options Granted to him shall stand transmitted to the legal heirs of the deceased Grantee (Claimants) and would vest in them instantaneously.
- ii) All unvested Options shall lapse forthwith;
- iii) All vested Options shall be exercisable at any time within a period of three months from the date of death or within such time as may be extended by CC depending on facts and circumstance of each case.
- iv) After the expiry of the said period of three months, the Scheme shall not apply to such vested Options at all and the same are deemed to have been lapsed.

**h) Permanent Disability and Transfer/Retirement**

- i) In the event of Permanent Disability of a Grantee, all Options granted to him would vest immediately. The decision of CC shall be final as regards whether an Eligible Employee suffers Permanent Disability or not. All vested Options shall be exercisable at any time within a period of three months from the date of sufferance of Permanent Disability by the Grantee. or within such time as may be extended by CC depending on facts and circumstance of each case.
- ii) In the event of a Grantee being transferred to a subsidiary at the instance of or with consent of the Company, the Grantee shall continue to hold all vested Options and can exercise them any time within the Exercise Period. In such an event all unvested Options shall vest as per the original vesting schedule and the Options can be exercised at any time within the Exercise Period.
- iii) Without prejudice to the special circumstances specified under Clause 5(d)(xiii) due to which Vested Options may lapse, in the event of retirement of a Grantee, for whatever reasons, the Grantee will continue to hold all vested Options and can exercise them within a period of three months from the date of retirement.

**i) Termination of Employment/Resignation**

Notwithstanding anything contained in Para 6(e) (i) and (ii) above and without prejudice to the special circumstances specified under Clause 5(d)(xiii) due to which Vested Options may lapse, in the event of termination of Eligible Employee otherwise than on disciplinary or non-performance or any other ground resulting in dismissal or discharge or resignation of Eligible Employee, all vested Options which have not lapsed as on the date of termination or resignation shall be exercised within seven days of date of notice of



termination or resignation, if minimum notice period as per the terms of employment of the Eligible Employee is not complied with. The Options which are vested but not exercised within the said time limit shall lapse. In the event of compliance of minimum notice period as per the terms of employment, all vested options shall be exercised within such notice period. Options which are granted but not vested as on the date of notice of termination or resignation shall lapse.

**j) Variation of terms of the Scheme**

- i) The Company shall not vary the terms of the Scheme, in any manner, which may be detrimental to the interests of the Option Grantees.
- ii) The Company may by a special resolution in a general meeting, vary the terms of the Scheme offered pursuant to an earlier resolution of the shareholders, but not yet exercised by the or Option Grantees.
- iii) Any changes to the Scheme arising out of amendment to Regulations or the Act or any other applicable regulations or law and changes that are deemed not prejudicial to the interest of the Option Grantees.
- iv) The Company may re-price the Options which are not exercised, whether or not they have been vested if the Scheme is rendered unattractive due to fall in the price of the Shares in the market, provided that such re-pricing is not detrimental to the interest of the Option Grantees and is in adherence to various applicable laws/regulations/legislations.

**7. BONUS AND RIGHTS ISSUE**

- i) In the event of a bonus issue of Shares being made by the Company during the Vesting Period or Exercise Period, an Option Grantee would be entitled to apply for and be allotted proportionately higher number of Options, in relation to the unvested Options or Options vested but not exercised, exercisable on the same terms as of the original Options except the Exercise Price.
- ii) In the event of splitting of shares or consolidation of shares, the number of options granted will accordingly be split or consolidated, as the case may be.
- iii) For the purpose of the Vesting Period and Exercise Period, the Bonus Options will be treated at par with the original Options on which the Bonus Options have been issued.
- iv) All vested but unexercised Options which has lapsed shall not be entitled for any bonus option.
- v) Grantees are entitled to Options in the same proportion in which members are entitled to apply for rights Shares.



- vi) The Grantee has no right to renounce.
- vii) In respect of the rights Shares, the Exercise Price of the Grantee would be decided by the CC.

#### **8. MERGER/AMALGAMATION**

In the event of a merger/amalgamation of the Company with another Company during the Vesting Period or Exercise Period, subject to necessary adjustment in respect of unvested Options or Options vested and not exercised, with regard to Exercise Price, number of Options, and/or advancement of the Vesting Period may be decided by the CC in a manner such as to ensure fair and reasonable adjustment.

#### **9. RANKING AND LISTING SHARES**

- a) Shares issued / transferred under the Scheme shall rank pari passu with all the existing Shares, including entitlement to dividend. Any right attached to such Shares shall be effective and commencing only from the time Shares are allotted to the Grantee.
- b) Shares allotted under the Scheme shall be listed on all the stock exchanges where the Shares are listed and will be subject to terms and conditions of the listing agreements with the stock exchanges and the terms and conditions of the Scheme.
- c) If the Company applies for delisting subsequent to Grant of Options, the aforesaid Clause will not apply to such Stock Exchanges to which the Company has made necessary application for delisting.
- d) For the purpose of implementation of the Scheme as per the Regulations, a registered Merchant Banker shall be appointed by the Company.

#### **10. ACCOUNTING**

The Company shall conform to the accounting policies as specified in the SEBI (Share Based Employee Benefits) Regulations, 2014.

#### **11. TAX LIABILITY**

All tax obligations with regard to Options shall be dealt with in accordance with the provisions of Income Tax Act, 1961.

#### **12. UNDERTAKING TO COMPLY WITH STATUTORY REQUIREMENTS**

Eligible Employees are liable to comply with all statutory requirements as may be necessary in the opinion of the Company.

#### **13. INABILITY TO OBTAIN APPROVAL**



The inability of the Company to obtain approval from any regulatory body having jurisdiction over the Company, or under any Applicable Laws, for the lawful issuance and sale of any Shares hereunder shall relieve and wholly discharge the Company of any and all liability in respect of the failure to grant the Options or issue Shares

#### **14. GENERAL RISKS**

Eligible Employees shall note that the Scheme shall not be construed as any guarantee of return on the equity investment and all Shares acquired by them through the Scheme is subject to all market risks to which all shares in the capital of the Company are exposed and any loss due to fluctuations in the market price of the equity should be borne by them.

#### **15. CONFIDENTIALITY**

The Employee shall maintain strict confidentiality with regard to every aspect of the Scheme and the Company may require him enter into such confidentiality agreement/undertaking as the Company may desire from time to time so as to implement this Scheme effectively.

#### **16. CONTRACT OF EMPLOYMENT**

- a) This Scheme does not form part of any contract of employment between the Company and its Employee.
- b) The terms of employment to which the eligible employee is already subject to shall continue and they shall not be affected by his participation in this Scheme.
- c) The Scheme is in addition to and not in subrogation of any such terms and conditions as may be applicable to Shares arising out of exercise of Options.
- d) The Scheme does not purport to afford nor affords any additional rights than what is contemplated in accordance with the Scheme and it shall not entitle any employee to any compensation or damages in consequence of the termination of such office or employment for any reason.
- e) This Scheme does not confer on any person any legal or equitable rights against the Company either directly or indirectly or give rise to any cause of action in law or equity against the Company.
- f) The validity or continuity of this Scheme is purely at the absolute discretion of the Board of Directors of Company.

#### **17. INTERPRETATION**

Any dispute, discrepancy or disagreement which shall arise under, or as a result of, or pursuant to, or in connection with this Scheme shall be referred to the CC and shall be determined by the



CC and any such determination/decision/interpretation by the CC shall be final and binding on all persons affected thereby.


#### 18. JURISDICTION

In relation to any dispute or difference arising out of or in connection with this Scheme, the same shall be submitted to the exclusive jurisdiction of the Court of competent jurisdiction at Thrissur.

#### 19. APPLICABILITY OF OTHER LAWS

The ESOS 2016 shall be subject to all Applicable Laws including any statutory modification(s) or re-enactment(s) thereof, and approvals from governmental authorities, if any, and to the extent required. "Applicable Law" means every law relating to equity-based compensation plan, including, without limitation to, the Companies Act, 2013 and includes any statutory modifications or re-enactments thereof, Securities Exchange Board of India Act, 1992, the Securities Exchange Board of India (Share Based Employee Benefits) Regulations, 2014 and the applicable provisions, if any, of Securities and Exchange Board of India (Employee Stock Option Scheme and Employee Stock Purchase Scheme) Guidelines, 1999, as amended and all relevant tax, securities, exchange control or corporate laws of India or any relevant jurisdiction or of any Stock Exchange on which the shares are listed or quoted.

\*\*\*\*\*

*Anappuram Finance Limited*  
  
Ramesh Periasamy  
Company Secretary

